

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
DECEMBER 6TH, 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 – 13)

5. Discuss, consider and take appropriate action on a line item transfer for Animal Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001101	Animal Svcs/PT Salary	\$24,185.84
To	0545-0545-001100	Animal Svcs/Full Time Salary	\$24,185.84

6. Discuss, consider, and take appropriate action on a line item transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	\$2,525.98
To	0100.0475.004509	Facility Enhancements	\$2,090.00
To	0100.0475.003010	Computer Equipment	\$435.98

7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (17) Pelican equipment cases, (7) File cabinets and (3) Chairs (see attached lists) pursuant to Tx. Local Gov't code 263.152.
8. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
9. Discuss, consider and take appropriate action on replacing the original rate sheet that was included as Exhibit "D" of the previously approved Contract for CR 119 Engineering Services between Williamson County and Stantec Consulting Services, Inc. relating to the 2013 Road Bond Program with a corrected rate sheet.
10. Receive and acknowledge Work Authorization No. 7 under Williamson County Contract for Engineering Services between PaveTex Engineering and Testing Inc. and Williamson County dated February 10, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.
11. Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations for Williamson County Road and Bridge.
12. Receive and acknowledge Supplemental Work Authorization No. 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015, for Survey services for CR 225. This supplemental is to increase the maximum amount payable to \$47,330.00.
13. Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 7 Phase 3 subdivision - Pct 3

REGULAR AGENDA

14. Hear presentation on the Texas County Engineer/Road Administrator of the Year Award honoring Joe England.
15. Discuss and take appropriate action on the recognition of Wanda Ivicic, Williamson County Attorney Chief Victim Assistance Coordinator for receiving the Professional Victim Assistance Coordinator award from Texas District and County Attorney's Association. Wanda is one of only three Victim Assistants who have achieved the recognition this year in the State of Texas.
16. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
17. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement with Pedernales Electric Cooperative (PEC) regarding utility adjustments on Seward Junction Southeast, a Road Bond Project in Commissioner Pct. 2.
18. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement with Charter/Spectrum utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
19. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement between Charter/Spectrum and Williamson County for utility relocations on Seward Junction Southeast, a Road Bond Project in Commissioner Pct. 2.

20. Discuss, consider, and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09-01-2015 to 08-31-2016
21. Discuss, Consider and take appropriate action on a Roadway Construction, Phasing and Vacation Agreement with Larkspur Community Development Inc. and Williamson County Municipal Utility District no. 32 regarding the Bar W Ranch project.
22. Discuss, consider and take appropriate action on a Real Estate Contract with Michael and Patricia Giesen for 4.627 AC on CR 138.
23. Discuss, consider and take appropriate action on a Rule 11 and Settlement Agreement with Mustang Storage LLC for right of way needed on CR 110 South (Parcel 26S)
24. Discuss, consider and take appropriate action on a letter agreement with Jerry McNair regarding the Forest North Drainage Improvements.
25. Discuss, consider, and take appropriate action to approve a service agreement with Suddenlink for internet broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).
26. Discuss, consider and take appropriate action approving payment to Almanza, Blackburn & Dickie, LLP for attorney's fees incurred by County Judge Dan A. Gattis in relation to representation of Judge Gattis during the trial phase of the case of Lloyd v. Birkman et al, Civil Action No. 1:13-cv-505, In The United States District Court For the Western District of Texas – Austin Division (Invoice # 32158 Attached to Item).
27. Discuss, consider and take appropriate action on Executive Committee appointments for CAPCOG (Capital Area Council of Governments).
28. Discuss, consider and take appropriate action on an increase to the Commissioner Precinct Two budget for PCN #1674.
29. Discuss, consider, and take appropriate action on a line item transfer for Commissioner Precinct Two office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0212-004999	Miscellaneous	\$300.00
FROM	0100-0212-003120	Printer Supplies	\$240.00
TO	0100-0212-001109	Cell Phone Stipend	\$540.00

30. Discuss, consider, and take appropriate action on authorizing the renewal of Texas Association of Counties Risk Management Pool (TAC RMP) Contract for Workers' Compensation for the same terms and conditions as the existing Contract, for the term of January 1, 2017 - January 1, 2018, but with a 1.5% decrease in the rate, but due to an increase in payroll, the rate reflects the higher dollar amount of \$651,901.00.
31. Discuss, consider and take appropriate action to approve the purchase of 3 Ford Trucks for Road and Bridge Department, for a total of \$72,861. These vehicles should have been included in the request for approval along with the 5 trucks on the Court agenda 11-29, Item #46, that was approved.

32. Discuss, consider and take appropriate action to authorize the service contract with Hellas Construction, for the Parks Department for resurfacing, striping and crack repair for tennis courts at the Southwest Williamson County Regional Park, through the BuyBoard Contract #476-15.
33. Discuss, consider and take appropriate action for the Purchasing Agent to advertise for qualifications from firms to assist the Parks Department with the design and development of the Recreational Vehicle (RV) Park, Phase II, at the Expo Center under RFQ 1611-128.

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)."

34. 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) Project Fiji
 - e) Leander Medical Center
 - f) Project Monkey
35. 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 Mays St. Extension
 - 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: CR 101
 - f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
 - g) Discuss the acquisition of real property: CR 111
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property: landfill properties
 - j) Discuss the acquisition of real property: Inner Loop.
 - k) Discuss the acquisition of real property for County Facilities.
 - l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
 - m) Discuss the acquisition of real property on CR 305.
 - n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - o) Discuss the acquisition of real property: Arterial H
 - p) Discuss the acquisition of easements on the Forest North project.
 - q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
 - s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
 - u) Discuss the acquisition of real property for CR 138.

- v) Discuss the acquisition of real property for Lakeline Blvd.
- x) Discuss the acquisition of real property for US 183.

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 possible sale of 183 A excess right of way
 - c) Discuss proposed sale of real estate of Blue Springs Blvd
 - d) Discuss proposed sale of excess right of way on CR 107

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

36. 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) 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.
- y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

37. 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).
38. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

39. Discuss and take appropriate action concerning economic development.
40. Discuss and take appropriate action concerning real estate.
41. 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) 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.

y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

- 42.** 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.
- 43.** 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:** 12/06/2016

Line Item Transfer

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

Information**Agenda Item**

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

Background

Back in FY 14, unallocated was calculated and deposited into the part time line of 1101. These monies should have been carried forward in the full time line of 1100. This transfer will correct the error.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-001101	Animal Svcs/PT Salary	\$24,185.84
To	0545-0545-001100	Animal Svcs/Full Time Salary	\$24,185.84

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 03:22 PM

Started On: 12/01/2016 12:54 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 12/06/2016

Line Item Transfer

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

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

Background

transfer legislative dollars for the purchase of a card swipe for the County Attorney main entrance and docking stations for office

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100.0475.004902	Co Atty Leg Supp	\$2,525.98
To:	0100.0475.004509	Facility Enhancements	\$2,090.00
To:	0100.0475.003010	Computer Equipment	\$435.98

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

11/30/2016 10:42 AM

11/30/2016 11:00 AM

Started On: 11/28/2016 03:33 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 12/06/2016

Asset Transfer

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 (17) Pelican equipment cases, (7) File cabinets and (3) Chairs (see attached lists) 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: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 08:38 AM

Started On: 12/01/2016 08:16 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
17	Pelican #1550 Equipment case, Orange. Condition: very worn.			Working

Parties involved:

FROM (Transferor Department): EMS Warehouse

Transferor - Elected Official/Department Head/

Authorized Staff:

Michael Krupstein

Print Name

Signature

Contact Person:

Butch Dennis

Print Name

+1 (512) 563-0812

Date 11/22/16 Phone Number

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

Transferee - Elected Official/Department Head/

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

Print Name

Signature

Contact Person:

Tony Hill

Print Name

+1 (512) 943-3314

Date Phone Number

RECEIVED

NOV 22 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 _____

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
7	file cabinets			Working
2	Office chair			Non-Working
1	lobby chair- red			Non-Working

Parties involved:**FROM** (Transferor Department): CSCD- Adult Probation
**Transferor - Elected Official/Department Head/
Authorized Staff:**

Melissa Ramos

Print Name

Signature

Contact Person:

Melissa Ramos

Print Name

+1 (512) 943-3504

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.)

Tony Hill

Print Name

Signature

Contact Person:

Tony Hill

Print Name

Date Phone Number

RECEIVED

NOV 18 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**8.****Meeting Date:** 12/06/2016

Compensation Items

Submitted By: Tara Raymore, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documents for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLITComp Items

Form Review**Inbox**

Budget Office

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 12/01/2016

Reviewed By

Ashlie Koenig

Wendy Coco

Date

12/01/2016 10:58 AM

12/01/2016 11:28 AM

Started On: 12/01/2016 09:27 AM

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
From	01-0100-8003-001130	Sheriff's Office/Merit	\$ 3,105.68
From	01-0100-8003-002010	Sheriff's Office/FICA	\$ 237.58
From	01-0100-8003-002020	Sheriff's Office/Retirement	\$ 415.23
To	01-0100-0560-001100	Sheriff's Office/Salaries	\$ 3,105.68
To	01-0100-0560-002010	Sheriff's Office/FICA	\$ 237.58
To	01-0100-0560-002020	Sheriff's Office/Retirement	\$ 415.23
From	01-0100-8001-001130	County Judge/Merit	\$ 1,483.21
From	01-0100-8001-002010	County Judge/FICA	\$ 113.47
From	01-0100-8001-002020	County Judge/Retirement	\$ 198.31
To	01-0100-0562-001100	DPS Georgetown/Salaries	\$ 1,483.21
To	01-0100-0562-002010	DPS Georgetown/FICA	\$ 113.47
To	01-0100-0560-002020	DPS Georgetown/Retirement	\$ 198.31

Department	PCN	EE ID	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
Sheriffs Office	1731	13520	\$37,641.84	\$39,147.51	\$1,505.67	4.00%	Merit	Unallocated 001100	12/2/2016
Magistrates Office	0182	13851	\$34,944.00	\$35,992.32	\$1,048.32	3.00%	Merit	Unallocated 001100	12/16/2016

Commissioners Court - Regular Session**9.****Meeting Date:** 12/06/2016

CR 119 Stantec Rate Sheet

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

Information**Agenda Item**

Discuss, consider and take appropriate action on replacing the original rate sheet that was included as Exhibit "D" of the previously approved Contract for CR 119 Engineering Services between Williamson County and Stantec Consulting Services, Inc. relating to the 2013 Road Bond Program with a corrected rate sheet.

Background

The original Exhibit "D" rate sheet that was approved as part of the CR 119 Stantec contract on 11/29/2016 included a non-approved mark-up rate under direct expenses ("our cost plus 10%" for Survey Stakes, Lathes, Iron Rods and other Direct Expenses). The attached revised rate sheet corrects this mark-up by excluding "plus 10%" and only lists Survey Stakes, Lathes, Iron Rods and other Direct Expenses at cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[CR119StantecRateSheet-ExhibitD](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 08:38 AM

Started On: 11/30/2016 05:50 PM



STANDARD RATE SCHEDULE

THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES	Hourly Rate
Senior Principal (L18).....	\$278
Principal (L16-L17)	\$207
Senior Associate (L14-L16)	\$190
Project Manager (L10-L13)	\$161
Senior Project Manager (L11-L15)	\$179
Civil Designer (L8-L11)	\$130
Civil Engineer (L10-L11).....	\$140
Senior Civil Engineer (L11-L12)	\$140
Structural Designer (L9)	\$121
Senior GIS Analyst	\$131
Landscape Designer (L6-L7)	\$105
Senior Landscape Designer (L8)	\$113
CAD Technician (L6).....	\$98
Senior CAD Technician (L9-L11)	\$131
Senior Land Surveyor (L11).....	\$140
Field Survey Technician (L4-L5)	\$90
Senior Field Survey Technician (L8-L10)	\$131
Senior Survey Technician (L9-L10).....	\$125
Senior Urban Planner (L11)	\$140
Administrative Assistant (L6)	\$98
Senior Administrative Assistant (L7)	\$105
Administrative Manager (L9).....	\$121
Courier (L4).....	\$81
Construction Observation (L10)	\$131
Claims Management	\$300
Expert Witness	\$450

FIELD PARTY SERVICES

2-Man Field Party	\$160 per hour
3-Man Field Party	\$185 per hour
4-Man Field Party	\$215 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles.....	Per IRS Rates
By Firm's Survey Trucks.....	Per IRS Rates
Subsistence for Out-of-City Work (Survey Field Crew)	Prevailing IRS Approved
.....	Rates for Survey Locale
Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost
In-House Courier & Delivery Services	<15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	>15 Miles at ¼ hr Billing
In-House Reproduction & Printing by Firm.....	Prevailing Commercial Rates

Commissioners Court - Regular Session**10.****Meeting Date:** 12/06/2016

PaveTex Engineering for On Call Geotechnical and Lab Testing Services Road and Bridge

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

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 7 under Williamson County Contract for Engineering Services between PaveTex Engineering and Testing Inc. and Williamson County dated February 10, 2015 for On Call Geotechnical and Lab Testing Services for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPaveTex - WA 7

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/29/2016

Reviewed By

Wendy Coco

Date

11/29/2016 02:54 PM

Started On: 11/29/2016 10:06 AM

WORK AUTHORIZATION NO. 7

PROJECT: On Call Geotechnical and Lab Testing Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **February 10, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **PaveTex Engineering and Testing Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2017.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

PaveTex Engineering and Testing Inc.

By: Sarah Tahmoressi
Signature

Sarah Tahmoressi
Printed Name

Chief Financial Officer
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will direct type of services to be provided.
2. County will provide timely reviews and decisions necessary to enable PaveTex to maintain an
3. agreed upon project schedule as developed in attached Attachment C.
4. County will provide points of contact, to be identified upon Notice to Proceed.
5. County will provide project management.

Attachment B - Services to be Provided by Engineer

1. Perform services and related reports associated with Attachment D.
2. Miscellaneous.

Attachment C - Work Schedule

PaveTex shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and PaveTex on the work schedule and authorization to proceed on assigned services.

Attachment D - Fee Schedule

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	\$58	\$69
1B	hr.	\$58	\$69
Soils	hr.	\$50	\$61
Concrete	hr.	\$50	\$61
Nuclear Gauge Calibration	hr.	\$75	
Concrete Plant/ Truck Inspection	hr.	\$75	
Asphalt Distributor Calibration	hr.	\$75	
Senior Professional Engineer	hr.	\$195	
Professional Engineer	hr.	\$145	
EIT	hr.	\$85	
Project Manager	hr.	\$98	
Administrative Assistant	hr.	\$45	

Field Testing Equipment	Unit	Unit Cost	
(2 Hr Min, Tech Time Not Included)			
HMAC Coring			
Coring Equipment Mobilization	trip	\$75	
0"-6" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$95	
> 6"-10" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$110	
> 10"-14" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$150	
> 14" Depth & 6" ϕ (incl. Patching & Sample Prep)	ea.	\$4/ in. over 14"	
Concrete Coring			
Concrete Coring Equipment	hr.	\$55.00	
Concrete Core Bit Charges			
3" Diameter Core	in.	\$5	
4" Diameter Core	in.	\$6	
6" Diameter Core	in.	\$8	

Soils & Aggregates (100-E Series)			
Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	\$50
Moisture Content	Tex-103-E	ea.	\$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	\$75
Linear Bar Shrinkage	Tex-107-E	ea.	\$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	\$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	\$85
Moisture- Density Relationship	Tex-113-E	ea.	\$350
Moisture- Density Relationship	Tex-114-E	ea.	\$250
Wet Ball Mill	Tex-116-E	ea.	\$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	\$1,100
Full Triaxial Testing *	* See Note	ea.	\$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	\$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	\$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	\$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	\$300
Lime-Fly Ash Compression	Tex-127-E	ea.	\$1,100
Soil pH	Tex-128-E	ea.	\$50
Resistivity	Tex-129-E	ea.	\$300
Tube Suction Test	Tex-144-E	ea.	\$100
Sulfate Content	Tex-145-E	ea.	\$225
Conductivity of Soils	Tex-146-E	ea.	\$25
Hydrometer Analysis	AASHTO T 88	ea.	\$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	\$300
<i>* Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial</i>			

Bituminous (200-F Series)			
Test For	Test Method	Unit	Unit Cost
Dry Sieve Analysis	Tex-200-F, Part I	ea.	\$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	\$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	\$85
Apparent Specific Gravity	Tex-202-F	ea.	\$85
Sand Equivalent	Tex-203-F	ea.	\$85
Mix Design	Tex-204-F	ea.	\$2,500
Mixing	Tex-205-F	set of 3	\$75
Molding (TGC)	Tex-206-F	set of 3	\$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	\$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	\$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	\$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	\$75
Hveem Stability	Tex-208-F	set of 3	\$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	\$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	\$250
Moisture Content	Tex-212-F	ea.	\$25
Deleterious Material	Tex-217-F	ea.	\$50
Decantation	Tex-217-F, Part II	ea.	\$100
Flakiness Index	Tex-224-F	ea.	\$100
Indirect Tensile Strength	Tex-226-F	ea.	\$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	\$60
Drain-down Test	Tex-235-F	ea.	\$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	\$175
Ignition Oven Correction Factors	Tex-236-F	ea.	\$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	\$500
Cantabro Loss	Tex-245-F	ea.	\$200
Overlay Test	Tex-248-F	ea.	\$750
Flat and Elongated Particles	Tex-280-F	ea.	\$100

Concrete (400-A Series)			
Test For	Test Method	Unit	Unit Cost
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	\$85
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	\$85
Unit Weight	Tex-404-A	ea.	\$85
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A	ea.	\$100
Acid Insoluble Residue for Concrete Aggregate	Tex-406-A, Part III	ea.	\$350
Organic Matter Content	ASTM D 5268	ea.	\$100
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	\$100
Los Angeles Abrasion	Tex-410-A	ea.	\$300
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	\$300
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	\$22
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	\$22
Pressure Slake	Tex-431-A	ea.	\$250
Freezer Thaw	Tex-432-A	ea.	\$250
24 Hr Water Absorption	Tex-433-A	ea.	\$85
Polish Test for Coarse Aggregate	AASHTO T 278 & 279/ Tex-438-A	ea.	\$1,200
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	\$30
Micro-Deval Abrasion	Tex-461-A	ea.	\$300
Moisture Susceptibility	Tex-530-C	ea.	\$50
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260)	ea.	\$1,200
	ASTM C1567		

Asphalt (500-C Series)			
Test For	Test Method	Unit	Unit Cost
Boll Test	Tex-530-C	ea.	\$50
Penetration	AASHTO T 49	ea.	\$50
Ductility	AASHTO T 51	ea.	\$200
Softening Point	AASHTO T 53	ea.	\$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	\$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	\$250
Elastic Recovery	AASHTO T 301	ea.	\$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	\$100
-Additional DSR Readings		ea.	\$50
Rotational Viscosity	AASHTO T 316	ea.	\$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	\$50

Commissioners Court - Regular Session**11.****Meeting Date:** 12/06/2016

Walker Texas Surveyors for on call survey services at various locations for Road and Bridge

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

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWalker - WA 5 - On call

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/29/2016

Reviewed By

Wendy Coco

Date

11/29/2016 02:54 PM

Started On: 11/29/2016 11:06 AM

WORK AUTHORIZATION NO. 5

PROJECT: On call survey services at various locations

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2017**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20 ____.

SURVEYOR:

Walker Texas Surveyors, Inc.

COUNTY:

Williamson County, Texas

By: Karen Walker
Signature

Karen Walker
Printed Name

President
Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
 - stake existing or proposed right-of-ways and centerline, proposed improvements.
 - recover and check existing control points
 - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Attachment D - Fee Schedule

<i>Classification</i>	<i>Rates</i>
RPLS	\$130.00 per hour
Project Manager	\$145.00 per hour
Survey Technician	\$85.00 per hour
GPS Data Processing	\$85.00 per hour
CAD Draftsman	\$75.00 per hour
Research	\$60.00 per hour
Administrative	\$60.00 per hour
Expert Witness/Testimony/Deposition Services	\$1,000.00 per day
One (1) Person Field Crew with Robotic	\$120.00 per hour
Two (2) Person Field Crew Conventional or GPS	\$150.00 per hour
Additional Crewmember	\$35.00 per hour
GPS Receiver (unmanned)	\$30.00 per hour
Extra Vehicle, Flat Bottom Boat, 4 Wheeler	\$100.00 per day

Direct Expenses

Transportation:	
By Firm's Passenger Vehicles (Note 1)	IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	
Subsistence of out-of-city work	\$150.00 min. per day per person based on cost
Reproduction and Printing by Firm, Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session**12.****Meeting Date:** 12/06/2016

Walker Texas Surveyors Supplemental Work Authorization 3 for survey services on CR 225

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

Information**Agenda Item**

Receive and acknowledge Supplemental Work Authorization No. 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015, for Survey services for CR 225. This supplemental is to increase the maximum amount payable to \$47,330.00.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSupplemental 3 WA 3 - CR 225

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/29/2016

Reviewed By

Wendy Coco

Date

11/29/2016 02:54 PM

Started On: 11/29/2016 11:27 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2**

WILLIAMSON COUNTY PROJECT: Survey services for CR 225

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 2 dated effective **March 29, 2016** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$37,380.00** to **\$47,330.00**. The revised Work Schedule is attached hereto as Attachment "C".

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:

By: Karen J. Walker
Signature

Karen J. Walker
Printed Name

President
Title

11/28/16
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

Anticipated NTP: Upon receipt of executed agreement between the County and Surveyor

Anticipated Field Start: Immediately upon NTP

Anticipated Delivery on or before: 2 weeks after NTP or per needs of project as coordinated by the Surveyor

Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

**ATTACHMENT D
FEE SCHEDULE**

21-Nov-16		Service	2 Crew	3 Crew	4 Crew	Add Person	PM	RPLS	Field Cor	Tech	GPS Recv	GPS Tech	Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr			150	185	220	35	145	130	85	85	30	85	60	100			
Support Survey for ROW																	
	30							3		24			2	5			
Subtotal	30	0	0	0	0	0	0	3	0	24	0	0	2	5	0	0	0
Total	4500	0	0	0	0	0	0	390	0	2040	0	0	120	500	7550	0	7550
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2400	0	0	0	0	0	0	0	0	0	0	0	0	0	2400	0	2400
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	6900	0	0	0	0	0	0	390	0	2040	0	0	120	500	9950	0	9950
Reimbursables:																	
ROE Postage																	
Control Points Rebar																	

Commissioners Court - Regular Session**13.****Meeting Date:** 12/06/2016

Discuss consider and take appropriate action on approval of the final plat for the Sonterra West Section 7 Phase 3 subdivision - Pct 3

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 7 Phase 3 subdivision - Pct 3

Background

This is the next section of the Sonterra West development. It consists of 45 single family lots and 2,464 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Sonterra West Sec 7 Ph 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 12/01/2016

Reviewed By

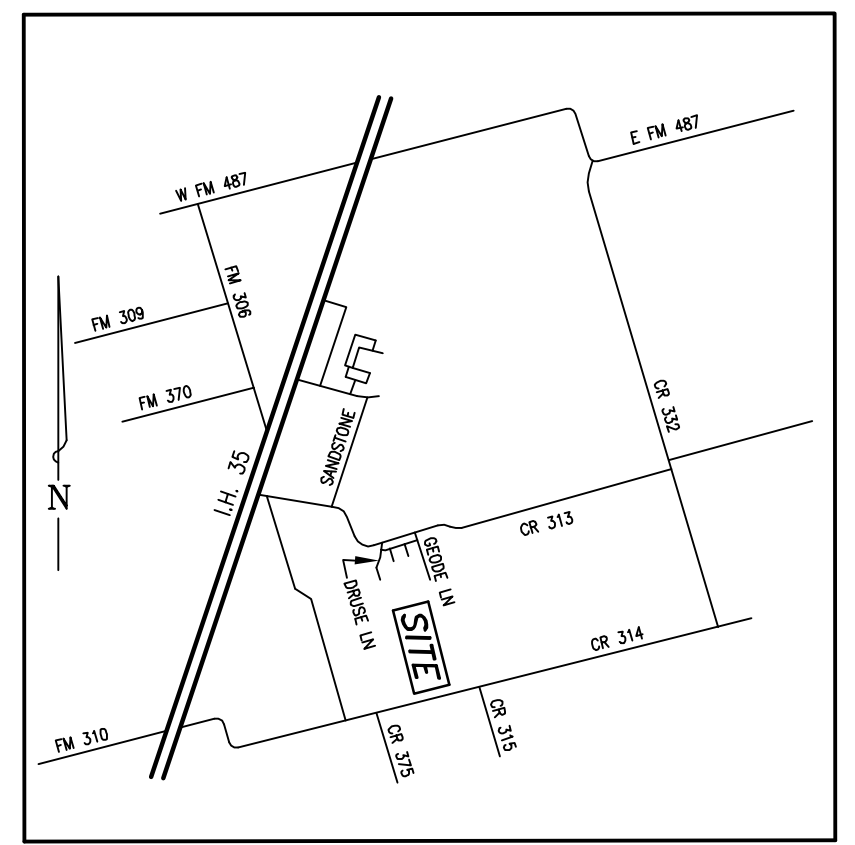
Wendy Coco

Date

12/01/2016 11:28 AM

Started On: 12/01/2016 10:53 AM

FINAL PLAT
SONTERRA WEST SECTION 7
PHASE 3



LOCATION MAP
NOT TO SCALE

BEARING BASIS: TEXAS STATE PLANE
COORDINATE SYSTEM NAD 1983 CENTRAL ZONE

SITE BENCHMARK - SQUARE CUT ON
CONCRETE APRON, NORTH SIDE OF CO. RD.
369, FEET FROM S.W. CORNER OF SUBDIVISION.

ELEVATION 838.94' (NAVD88, GEOID 12A)

LEGEND

- CONCRETE MONUMENT FOUND
- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- PIPE FOUND
- NAIL FOUND
- COMPUTED POINT
- P.O.B. POINT OF BEGINNING
- F/C/FENCE CORNER POST
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- B.L. BUILDING LINE
- (BRG.-DIST.) RECORD CALL
- BLOCK LABEL
- M.L.F.E. MINIMUM LOWEST FLOOR ELEVATION NAVD88
- R.O.W. RIGHT-OF-WAY

BUILDING SETBACKS:

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

LAND USE SUMMARY:

SINGLE FAMILY LOTS 45
COMMERCIAL LOTS 0
OPEN SPACE LOTS 0
D.E. & P.U.E LOTS 0
TOTAL LOTS 45

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°43'46"W	163.58
L2	S68°26'08"W	1.86
L3	S68°15'50"W	120.00
L4	N21°44'58"W	110.00
L5	N68°15'50"E	10.00
L6	N68°15'50"E	95.00
L7	N21°44'58"W	176.45
L8	S68°15'02"W	110.00
L9	N21°44'58"W	180.00
L10	N68°15'02"E	95.00
L11	N68°15'02"E	50.00
L12	N68°15'02"E	95.00
L13	N68°15'50"E	5.44
L14	S68°15'50"W	95.00
L15	N68°15'50"E	95.00
L16	S68°15'50"W	95.00
L17	N68°15'50"E	95.00
L18	S68°15'50"W	95.00
L19	N68°15'50"E	95.00
L20	S68°15'50"W	55.44
L21	N68°15'50"E	100.44
L22	S68°15'50"W	100.43
L23	N68°15'50"W	55.44
L24	S68°15'50"W	55.44
L25	S21°44'58"E	89.98
L26	S68°38'58"W	74.79
L27	N68°43'46"E	90.65
L28	S68°15'50"W	45.00
L29	S68°15'50"W	45.00
L30	S68°15'50"W	45.00
L31	S22°27'22"E	48.79

LEGAL DESCRIPTION:
9.04 ACRES OUT OF THE ISAAC BUNKER
SURVEY, ABSTRACT NO. 54, WILLIAMSON
COUNTY, TEXAS

OWNER:
SONWEST CO.
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731
512-368-4000

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.L.P.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
512-443-1174

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	ARC	CHORD	BEARING
C1	90°00'59"	15.00	15.00	23.57	21.22	N23°15'26"E
C2	90°00'00"	15.00	15.00	23.56	21.21	S66°44'58"E
C3	90°00'00"	15.00	15.00	23.56	21.21	N23°15'02"E
C4	89°59'11"	15.00	15.00	23.56	21.22	N66°44'35"W
C5	90°00'48"	15.00	15.00	23.57	21.22	N23°15'26"E
C6	89°59'13"	15.00	15.00	23.56	21.21	N66°44'34"W
C7	89°59'13"	15.00	15.00	23.56	21.21	S66°44'34"E
C8	90°00'49"	15.00	15.00	23.57	21.22	S23°15'26"W
C9	89°59'13"	15.00	15.00	23.56	21.21	S66°44'34"E
C10	90°00'48"	15.00	15.00	23.57	21.22	S23°15'26"W
C11	89°59'11"	15.00	15.00	23.56	21.21	S66°44'35"E
C12	90°00'48"	15.00	15.00	23.57	21.22	S23°15'26"W
C13	89°59'13"	15.00	15.00	23.56	21.21	S66°44'34"E
C14	90°00'49"	15.00	15.00	23.57	21.22	S23°15'26"W
C15	89°31'16"	25.00	24.79	39.06	35.21	S66°30'36"E

STREET	LENGTH	R.O.W. WIDTH	P.V.M.T. WIDTH	DESIGN SPEED
OLIVINE LANE	134.57 L.F.	50.00'	33' F-F	30 MPH
HEMATITE LANE	140.47 LF	50.00'	33' F-F	30 MPH
CINNABAR LANE	269.70 LF	50.00'	33' F-F	30 MPH
SERPENTINE LANE	275.46 LF	50.00'	33' F-F	30 MPH
AMMONITE LANE	1644.66' LF	50.00'	33' F-F	30 MPH
TOTAL	2464.86 L.F.			

SUBMITTAL DATE: OCTOBER 11, 2016

LENZ & ASSOCIATES, INC.

FIRM NO. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363V

F.B.

**FINAL PLAT
SONTERRA WEST SECTION 7
PHASE 3**


STATE OF TEXAS)
COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING HEREIN BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THOSE CERTAIN TRACTS OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING THE REMAINDER OF THAT CERTAIN 18.976 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2016013829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE REMAINDER PORTION OF THAT CERTAIN 3.424 ACRES DESCRIBED IN DOCUMENT NUMBER 2016026206 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 9.04 ACRES OF SAID TRACTS IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS SONTERRA WEST SECTION 7 PHASE 3 AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

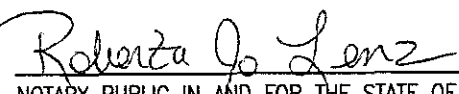
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

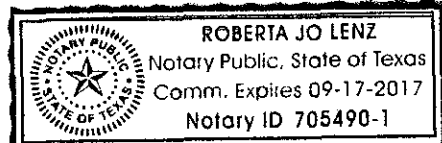
WITNESS MY HAND THIS THE 29th DAY OF November, 2016, A.D.


SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3571 FAR WEST BLVD., SUITE 13
AUSTIN, TX 78731

STATE OF TEXAS)
COUNTY OF WILLIAMSON)


This instrument was acknowledged before me on the 29th day of November, 2016, A.D. by Andy Bilger acting in the capacity herein stated.

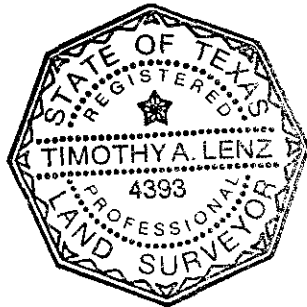

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS My Commission expires: 9-17-2017




SURVEYOR'S CERTIFICATE

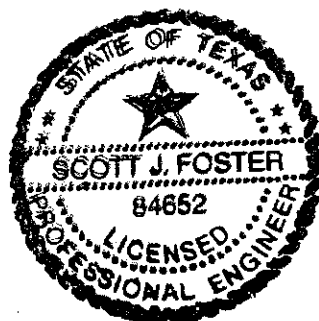
I, TIMOTHY A. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.


TIMOTHY A. LENZ, RPLS DATE 11-29-2016
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
FIRM NO. 100290-00



I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITH THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.


SCOTT J. FOSTER, P.E. DATE 11-29-16
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932



NOTES:

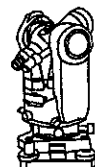
1. IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
2. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL
3. A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES AND /OR OBSTRUCTIONS WHICH IMPEDE FLOW ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
7. THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
8. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
9. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
10. BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
11. CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
12. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED
13. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
14. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
15. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
16. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
17. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
18. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
19. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
20. NO LOT IN THIS SUBDIVISION IS ENCRONCHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
21. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS.
22. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
23. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
24. 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.
25. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314, THE ADJACENT COUNTY ROAD.

PAGE 2 OF 3

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363V

F.B.

FINAL PLAT SONTERRA WEST SECTION 7 PHASE 3

APPROVED FOR 911 SERVICE THIS 30 DAY OF Nov, 2016.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF 9.04 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF THAT CERTAIN 18.976 ACRE TRACT (NET ACREAGE) DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016013829, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN ACRE 3.424 ACRES DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2016026206 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 9.04 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the north right-of-way line of County Road 314 at the southeast corner of the said 18.976 acre Sonwest Co. tract;

THENCE, along the north right-of-way line of County Road 314, the following two (2) courses and distances:

- 1) S 68°43'46" W, 163.58 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) S 68°26'08" W, 1.86 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc at the southeast corner of that certain 0.63 acre tract dedicated for right-of-way by the plat of Sonterra West Section 7 Phase 2A-1, a subdivision of record in Document Number 2016046707 of the Official Public Records of Williamson County, Texas;

THENCE, with the east line of the said Sonterra West Section 7 Phase 2A-1, the following ten (10) courses and distances:

- 1) N 21°44'58" W, 329.38 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) S 68°15'50" W, 120.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) N 21°44'58" W, 110.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 4) N 68°15'50" E, 10.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 5) N 21°44'58" W, 843.47 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 6) N 68°15'50" E, 95.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 7) With a curve to the left, having a central angle of 90°00'59", a radius of 15.00 feet, an arc of 23.57 feet and a chord bearing and distance of N 23°15'26" E, 21.22 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 8) N 21°44'58" W, 176.45 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 9) S 68°15'02" W, 110.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 10) N 21°44'58" W, 180.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the south line of Sonterra West Section 7 Phase 2A, a subdivision of record in Document Number 2015108967 of the Official Public Records of Williamson County, Texas;

THENCE, along the south line of the said Sonterra West Section 7 Phase 2A subdivision and south line of Obsidian Lane, the following five (5) courses and distances:

- 1) N 68°15'02" E, 95.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) With a curve to the right, having a central angle of 90°00'00", a radius of 15.00 feet, an arc of 23.56 feet and a chord bearing and distance of S 66°44'58" E, 21.21 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) N 68°15'02" E, 50.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 4) With a curve to the right, having a central angle of 90°00'00", a radius of 15.00 feet, an arc of 23.56 feet and a chord bearing and distance of N 23°15'02" E, 21.21 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 5) N 68°15'02" E, 95.00 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc at the northeast corner of the said 18.976 acre Sonwest Co. tract, the same being at the southeast corner of the said Sonterra West Section 7 Phase 2A subdivision, the same being at the northwest corner of Lot 5, Block 7 of Sonterra West Section 7-A Phase 1 Amended, a subdivision of record in Document Number 2008069903 of the Official Public Records of Williamson County, Texas;

THENCE, along the east line of the said 18.976 acre Sonwest Co. tract, the following three (3) courses and distances:

- 1) S 21°44'58" E, at 110.00 feet passing a ½ inch diameter steel pin found at the southwest corner of the said Lot 5 and continuing for a total distance of 944.96 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 2) N 68°15'50" E, 5.44 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;
- 3) S 21°44'58" E, 710.72 feet to the PLACE OF BEGINNING, containing 9.04 acres of land, more or less.

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

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

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

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

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS SONTERRA WEST SECTION 7 PHASE 2A HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

STATE OF TEXAS)
COUNTY OF WILLIAMSON)

KNOW ALL MEN BY THESE PRESENTS:

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

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

Nancy Rister County Clerk, Williamson County, Texas

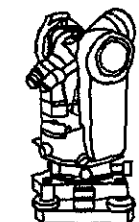
By: _____ DEPUTY

PAGE 3 OF 3

LENZ & ASSOCIATES, INC.

FIRM No. 100290-00

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES



(512) 443-1174

4303 RUSSELL DRIVE

AUSTIN, TEXAS 78704

SURVEY #: 2005-0363V

F.B.

Commissioners Court - Regular Session**14.****Meeting Date:** 12/06/2016

Joe

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

Information**Agenda Item**

Hear presentation on the Texas County Engineer/Road Administrator of the Year Award honoring Joe England.

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. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 11/14/2016

Reviewed By

Wendy Coco

Date

11/14/2016 08:56 AM

Started On: 11/10/2016 04:05 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 12/06/2016

Professional Victim Assistance Coordinator recognition to County Attorney Victim Assistance Coordinator

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on the recognition of Wanda Ivicic, Williamson County Attorney Chief Victim Assistance Coordinator for receiving the Professional Victim Assistance Coordinator award from Texas District and County Attorney's Association. Wanda is one of only three Victim Assistants who have achieved the recognition this year in the State of Texas.

Background

Wanda Ivicic has successfully pursued a voluntary program for Texas prosecutor offices designed to recognize professionalism in prosecutor-based victim assistance. She has been with the Williamson County Attorney's Office for over 12 years. She has served as a Victim Assistance Coordinator for eleven years. The Professional Victim Assistance Coordinator recognition was established by the Texas District and County Attorney's Association to recognize professionalism in Victim Assistance and is awarded to individuals who have provided a minimum of three years direct victim service for a Prosecutors office and successfully completed at least 45 hours of approved victim services training.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Date

11/30/2016 10:42 AM

Started On: 11/28/2016 03:36 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 12/06/2016

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 11/17/2016

Reviewed By

Wendy Coco

Date

11/17/2016 02:11 PM

Started On: 11/17/2016 09:39 AM

Commissioners Court - Regular Session**17.****Meeting Date:** 12/06/2016

Seward Junction Southeast Utility Reimbursement 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 Utility Reimbursement Agreement with Pedernales Electric Cooperative (PEC) regarding utility adjustments on Seward Junction Southeast, a Road Bond Project in Commissioner Pct. 2.

Background

PEC has existing facilities in conflict with the Seward Junction Southeast Project. PEC is 100% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is \$78,572.27 for 11 pole removals, 13 new electric pole installations, the associated electric conductor and ancillaries. The total eligible costs do not include any betterments, because those costs are paid for by the Utility Owner.

Fiscal Impact

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

AttachmentsSeward Junction Southeast PEC Utility Reimbursement Agmt

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 11/30/2016 11:02 AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17 day of October, 2016, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain **Three-phase and Single-phase overhead primary power lines and associated service lines** (herein called Facilities).

WHEREAS, County desires to construct proposed Seward Junction Southeast: From US 183 at CR 259 to SH 29 to CR 266. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Pedernales Electric Cooperative's relocation consist of:
Installation and removal of poles, conductor, guy wires, anchors and facilities/equipment attached to poles. Relocation of privately owned secondary caused by relocation poles.
- County will reimburse Utility for Relocation, Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 13 Power Poles and removal of 11 Power Poles along with apparatus defined as Work = \$ 78,572.27

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the

Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:


1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)

4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative
Name of Utility

By: 
Authorized Signature

Michael W Mayo
Print or Type Name

Title: Elec Distribution/Planning Mgr

Date: 11-11-16

WILLIAMSON COUNTY

By: _____
Authorized Signature

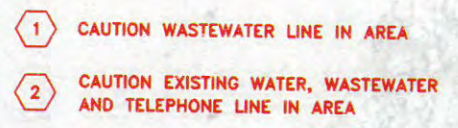
Dan A. Gattis
Print or Type Name

Title: Williamson County Judge







Date: _____

Attachment A

Plans, Specifications, and Estimated Costs



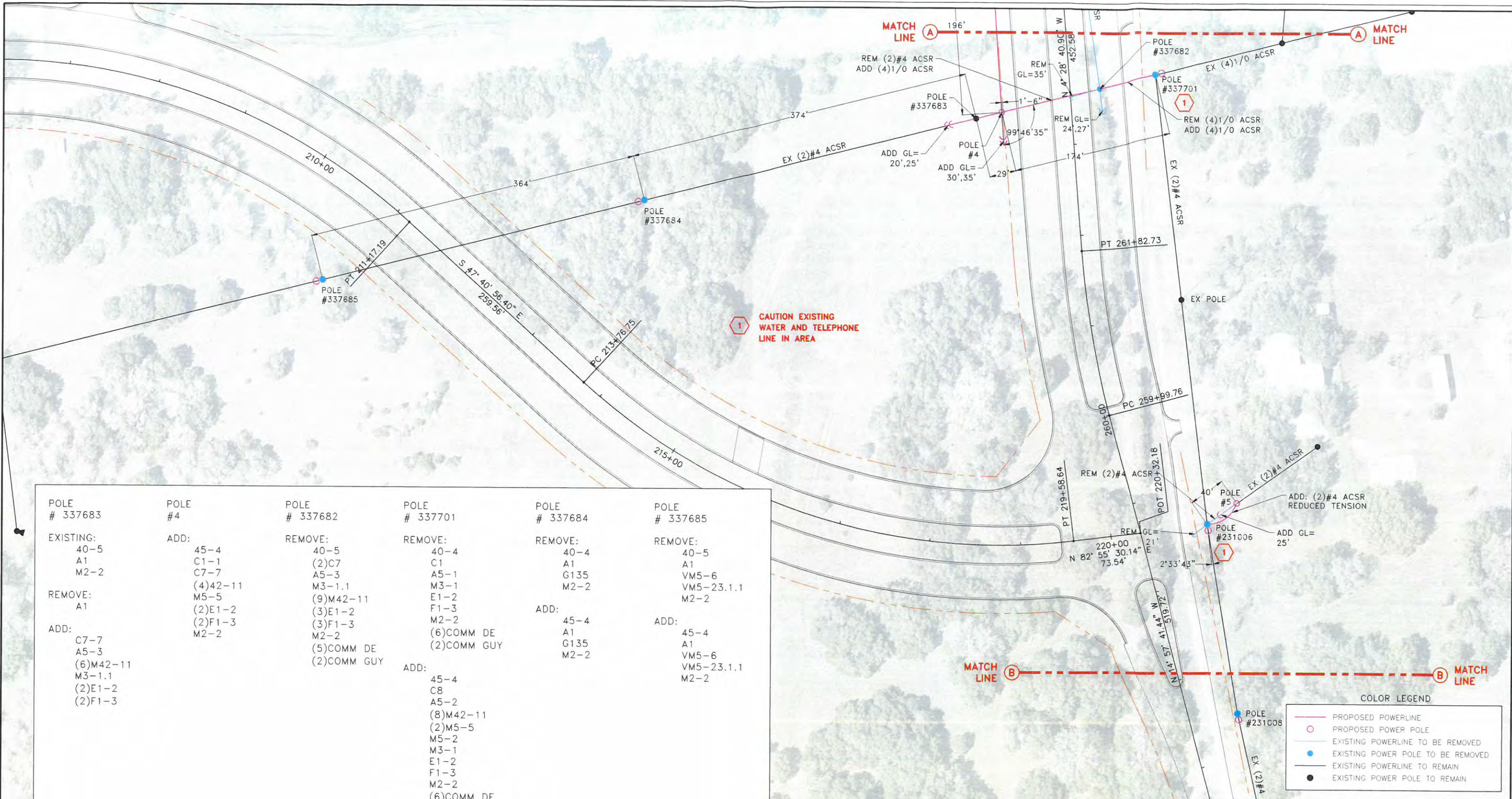
COLOR LEGEND

	PROPOSED POWERLINE
	PROPOSED POWER POLE
	EXISTING POWERLINE TO BE REMOVED
	EXISTING POWER POLE TO BE REMOVED
	EXISTING POWERLINE TO REMAIN
	EXISTING POWER POLE TO REMAIN

PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

191 MENDER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594

DATE	9-30-16
SCALE	1"=100'-0"
DWG. NO.	15PECL3010-1



POLE # 337683	POLE #4	POLE # 337682	POLE # 337701	POLE # 337684	POLE # 337685
EXISTING: 40-5 A1 M2-2	ADD: 45-4 C1-1 C7-7 (4)42-11 M5-5 (2)E1-2 (2)F1-3 M2-2	REMOVE: 40-5 (2)C7 A5-3 M3-1.1 (9)M42-11 (3)E1-2 (3)F1-3 M2-2 (5)COMM DE (2)COMM GUY	REMOVE: 40-4 C1 A5-1 M3-1 E1-2 F1-3 M2-2 (6)COMM DE (2)COMM GUY	REMOVE: 40-4 A1 G135 M2-2	REMOVE: 40-5 A1 VM5-6 VM5-23.1.1 M2-2
ADD: C7-7 A5-3 (6)M42-11 M3-1.1 (2)E1-2 (2)F1-3			ADD: 45-4 C8 A5-2 (8)M42-11 (2)M5-5 M5-2 M3-1 E1-2 F1-3 M2-2 (6)COMM DE (2)COMM GUY	ADD: 45-4 A1 G135 M2-2	ADD: 45-4 A1 VM5-6 VM5-23.1.1 M2-2

COLOR LEGEND	
	PROPOSED POWERLINE
	PROPOSED POWER POLE
	EXISTING POWERLINE TO BE REMOVED
	EXISTING POWER POLE TO BE REMOVED
	EXISTING POWERLINE TO REMAIN
	EXISTING POWER POLE TO REMAIN

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

Ltr	Date	Revision	By	Chkd.	Appd.	Ltr	Date	Revision	By	Chkd.	Appd.
E						K					
D						J					
C	9/30	UPDATED WITH 100% COMMENTS	RBK	GJL	GJL	H					
B	5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL	G					
A	5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL	F					

DRAWN RBK
CHECKED GJL
APPROVED GJL



ISSUED: 9-30-16
PRELIMINARY FOR REVIEW

PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

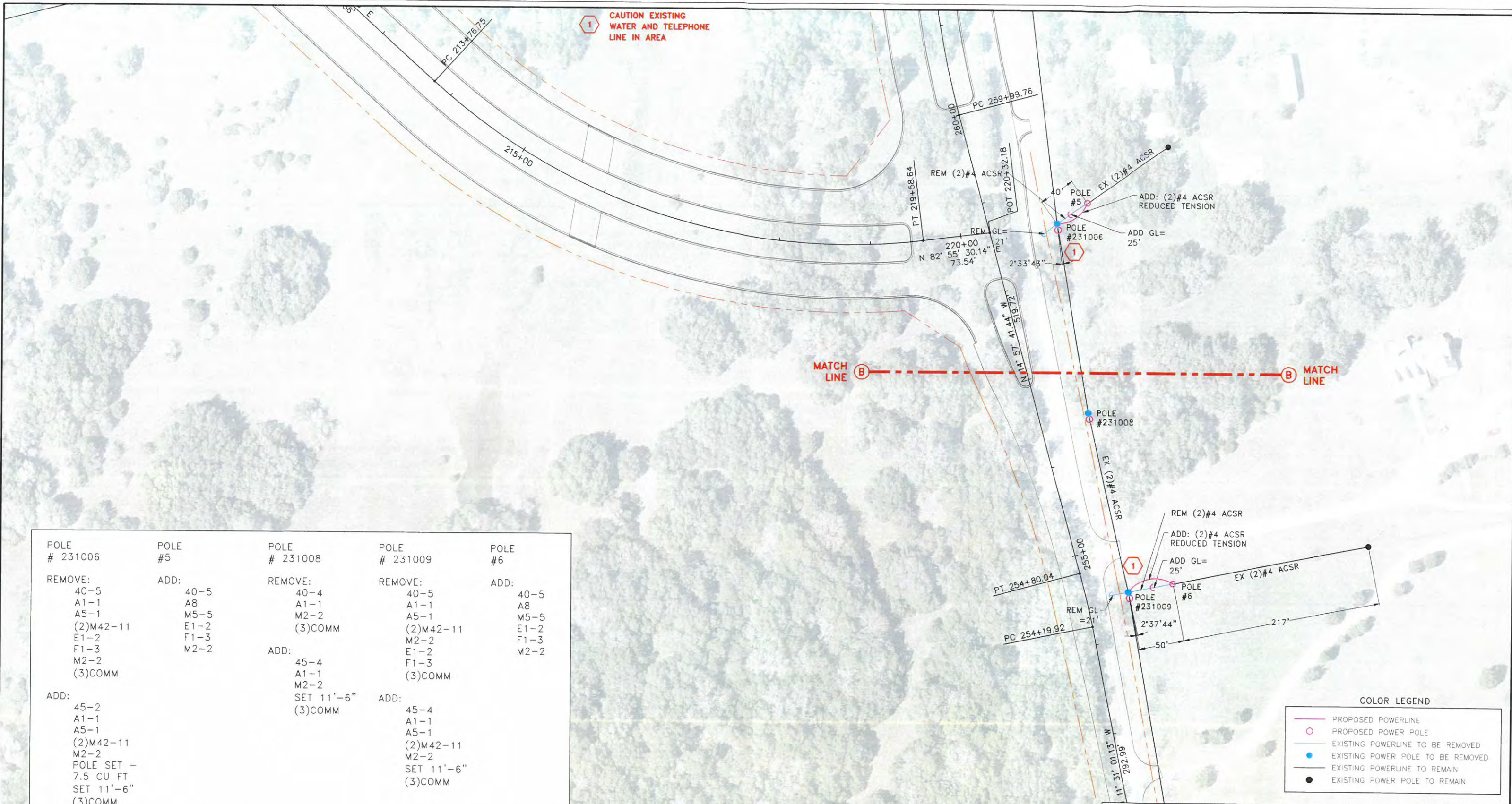
THIS DOCUMENT IS RELEASED ONLY FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF GORDON J. LYSSY, P.E. #100321 ON 9-30-16. IT SHALL NOT BE USED FOR PERMITTING, PROCUREMENT, BIDDING OR CONSTRUCTION PURPOSES.



191 MENDER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594

PLAN VIEW

DATE 9-30-16
SCALE 1"=100'-0"
DWG. NO. 15PECL3010-2



1 CAUTION EXISTING WATER AND TELEPHONE LINE IN AREA

MATCH LINE (B)

MATCH LINE (B)

POLE # 231006	POLE #5	POLE # 231008	POLE # 231009	POLE #6
REMOVE: 40-5 A1-1 A5-1 (2)M42-11 E1-2 F1-3 M2-2 (3)COMM	ADD: 40-5 A8 M5-5 E1-2 F1-3 M2-2	REMOVE: 40-4 A1-1 M2-2 (3)COMM	REMOVE: 40-5 A1-1 A5-1 (2)M42-11 M2-2 E1-2 F1-3 (3)COMM	ADD: 40-5 A8 M5-5 E1-2 F1-3 M2-2
ADD: 45-2 A1-1 A5-1 (2)M42-11 M2-2 POLE SET - 7.5 CU FT SET 11'-6" (3)COMM		ADD: 45-4 A1-1 M2-2 SET 11'-6" (3)COMM	ADD: 45-4 A1-1 A5-1 (2)M42-11 M2-2 SET 11'-6" (3)COMM	

COLOR LEGEND	
	PROPOSED POWERLINE
	PROPOSED POWER POLE
	EXISTING POWERLINE TO BE REMOVED
	EXISTING POWER POLE TO BE REMOVED
	EXISTING POWERLINE TO REMAIN
	EXISTING POWER POLE TO REMAIN

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ISSUED: 9-30-16
PRELIMINARY FOR REVIEW

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SCHNEIDER ENGINEERING

191 MENDER SPRINGS PARKWAY · BOERNE, TEXAS 78006 · (830) 249-3887
Texas Registration Number F-1594

Rev.	Date	Revision	By	Chkd.	Appd.	Rev.	Date	Revision	By	Chkd.	Appd.
E						K					
D						J					
C	9/30	UPDATED WITH 100% COMMENTS	RBK	GJL	GJL	H					
B	5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL	G					
A	5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL	F					



PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

PLAN VIEW

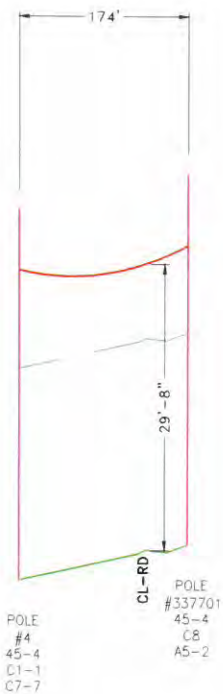
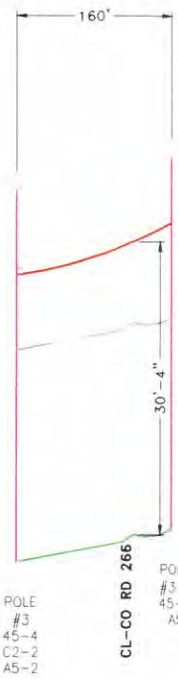
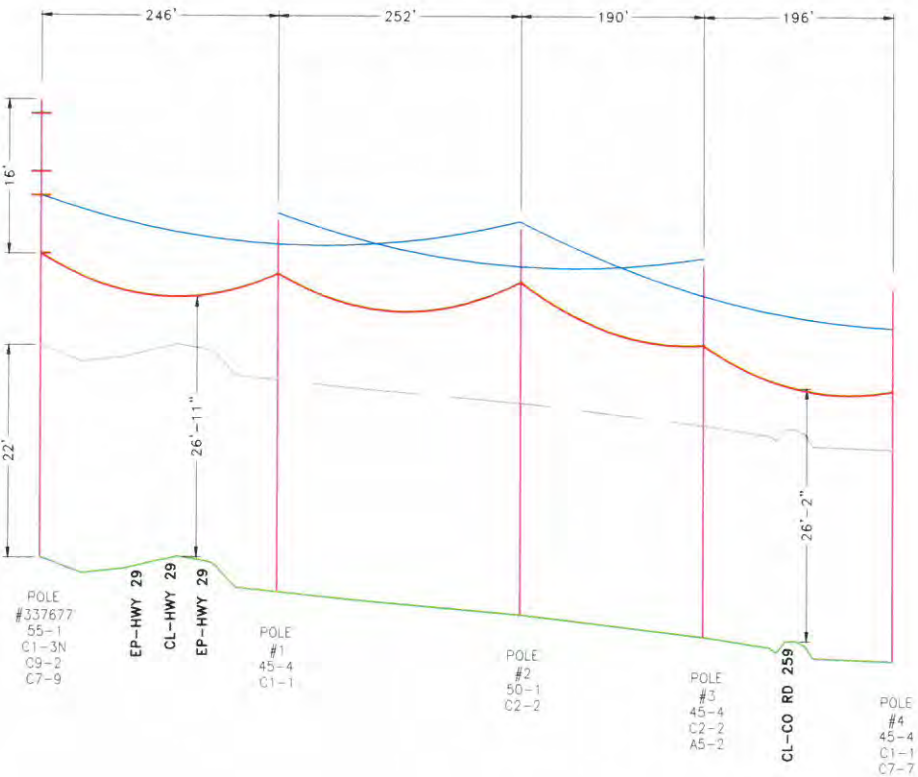
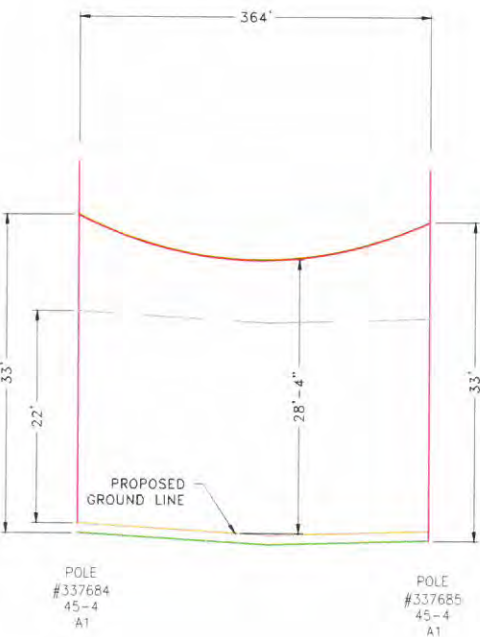
DATE	9-30-16
SCALE	1"=100'-0"
DWG. NO.	15PECL3010-3

#4 ACSR, 400 ft RS
Weight: 0.067 lbs/ft
Hot Tension (120,F): 254 lbs
Cold Tension (15, I): 689 lbs

1/0 ACSR, 225 ft RS
Weight: 0.1453 lbs/ft
Hot Tension (120,F): 326 lbs
Cold Tension (15, I): 1209 lbs
SLACK (120,F): 47 lbs

#4 ACSR, 400 ft RS
Weight: 0.067 lbs/ft
Hot Tension (120,F): 254 lbs
Cold Tension (15, I): 689 lbs

1/0 ACSR, 225 ft RS
Weight: 0.1453 lbs/ft
Hot Tension (120,F): 326 lbs
Cold Tension (15, I): 1209 lbs
SLACK (120,F): 47 lbs



SCALE = V - 1:20
H - 1:200

COLOR LEGEND	
—	PROPOSED POWERLINE
○	PROPOSED POWER POLE
—	EXISTING POWERLINE TO BE REMOVED
●	EXISTING POWER POLE TO BE REMOVED
—	EXISTING POWERLINE TO REMAIN
●	EXISTING POWER POLE TO REMAIN

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Rev	Date	Revision	By	Chkd	Appd	Ltr	Date	Revision	By	Chkd	Appd
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D											
C	9/30	UPDATED WITH 100% COMMENTS	RBK	GJL	GJL						
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DRAWN RBK
CHECKED GJL
APPROVED GJL



PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

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Texas Registration Number F-1594

PROFILE VIEW

DATE	9-30-16
SCALE	1"=100'-0"
DWG. NO.	15PECL3010-4

Seward Junction SE Cost Estimate

Description	Date	Comments	Qty	Rate	Extended Cost
Engineering Services					
Labor					
CADD Technician I		00C1	0.5	\$ 60.00	\$ 30.00
CADD Technician III		00C3	19	\$ 75.00	\$ 1,425.00
Project Technician I		00P1	29	\$ 50.00	\$ 1,450.00
Technical Secretary I		00S1	0.75	\$ 55.00	\$ 41.25
Technical Secretary III		00S3	1.75	\$ 80.00	\$ 140.00
Senior Technician I		00T1	75	\$ 80.00	\$ 6,000.00
Senior Technician II		00T2	86.5	\$ 90.00	\$ 7,785.00
Senior Technician V		00T5	18.25	\$ 110.00	\$ 2,007.50
Project Engineer I		OPE1	0.75	\$ 85.00	\$ 63.75
Project Engineer II		OPE2	5.5	\$ 100.00	\$ 550.00
Project Manager I		OPM1	51	\$ 110.00	\$ 5,610.00
Project Manager III		OPM3	0.5	\$ 130.00	\$ 65.00
Senior Engineer I		OSE1	3.25	\$ 135.00	\$ 438.75
Senior Engineer II		OSE2	1	\$ 145.00	\$ 145.00
Sub Total					\$ 25,751.25 ✓
Expenses					
Mileage					
Survey Mile	1/11/2016	From Schneider office in Boerne to job site in Liberty Hill.	197	\$ 0.896	\$ 176.51
Survey Mile	3/2/2016	From Liberty Hill in Cobb Fendley offices in Austin.	65	\$ 0.896	\$ 58.24
Survey Mile	3/30/2016	From Schneider Office in Boerne to job site in Liberty Hill.	136	\$ 0.896	\$ 121.86
Survey Mile	4/14/2016	Travel around job site.	14	\$ 0.896	\$ 12.54
Survey Mile	4/28/2016	From Schneider office in Boerne to Cobb Fendley offices in Austin.	72	\$ 0.896	\$ 64.51
Survey Mile	4/28/2016	From Cobb Fendley offices in Austin to Schneider office in Boerne.	130	\$ 0.896	\$ 116.48
Survey Mile	6/8/2016	From Schneider office in Boerne to job site in Liberty Hill then back to Boerne.	436	\$ 0.896	\$ 390.66
Survey Mile	6/22/2016	From Schneider office in Boerne to land owner in Liberty Hill.	160	\$ 0.896	\$ 143.36
Truck Mile	6/28/2016	From Cobb Fendley offices in Austin to Schneider office in Boerne.	51	\$ 0.784	\$ 39.98
Survey Mile	7/26/2016	From Schneider office in Boerne to land owner in Liberty Hill.	72	\$ 0.896	\$ 64.51
Survey Mile	8/18/2016	From Schneider office in Boerne to land owner in Liberty Hill.	230	\$ 0.896	\$ 206.08
Survey Mile	9/26/2016	From Schneider office in Boerne job site in Liberty Hill.	62	\$ 0.896	\$ 55.55
Survey Mile	9/29/2016	From Schneider office in Boerne to land owner in Liberty Hill.	101	\$ 0.896	\$ 90.50

Survey Mile	TBD	Estimated trip for field staking	300	\$	0.896	\$	268.80
Survey Mile	TBD	Estimated trip for easement coordination	300	\$	0.896	\$	268.80
<i>Sub Total</i>							\$ 2,078.38 ✓

Meals							
Per Diem	1/11/2016	Steven Shaw				\$	22.40
Per Diem	1/11/2016	Brandon Womack				\$	22.40
Per Diem	1/12/2016	Steven Shaw				\$	44.80
Per Diem	1/12/2016	Brandon Womack				\$	44.80
Per Diem	1/13/2016	Steven Shaw				\$	22.40
Per Diem	1/13/2016	Brandon Womack				\$	22.40
Per Diem	TBD	Estimated meal for field staking				\$	44.80
Per Diem	TBD	Estimated meal for field staking				\$	44.80
<i>Sub Total</i>							\$ 268.80

Lodging							
Holiday Inn Express	1/12/2016	Steven Shaw				\$	144.26
Holiday Inn Express	1/12/2016	Brandon Womack				\$	144.26
Holiday Inn Express	4/27/2016	Dan Miller				\$	63.75
Holiday Inn Express	TBD	Estimated stay for field staking				\$	150.00
<i>Sub Total</i>							\$ 502.27

Total for Engineering Services \$ 28,600.70 ✓

Construction

Utility Costs (Material and Labor)	see attachment for details	\$	44,861.44 ✓
Private Electrician	see attachment for details	\$	2,110.88 ✓
ROW	see attachment for details	\$	3,000.00 #2,999.25

Total for Construction \$ ~~49,972.32~~ 49,971.57

TOTAL \$ ~~78,573.02~~ 78,572.27 mth

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 12/1/2016

Estimated Completion Date: 12/31/2016

Contingent on completion of land agreements. Construction to be completed approximately 1 month after construction begins.

Attachment C

Eligibility Ratio

See Attachment "E" for proof of property interest, which is established at 100% eligible.

Seward Junction Southeast

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

Poles Outside of Project

		Non-Eligible	Eligible	Poles Outside of Project
15PECL3010-01	272+27 to 265+37	0	4	1
15PECL3010-02	258+57 to 263+69	0	2	2
15PECL3010-02	210+84 to 212+91	0	2	0
15PECL3010-03	254+48 to 258+57	0	2	0
TOTAL =		0	10	3

Eligible =	10
Non-Eligible =	0
GRAND TOTAL =	10

ELIGIBILITY RATIO =

100.00%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

Attachment F
“TxDOT Permit”

APPROVAL

To Mark Evans

Pedernales Electric Coop

PO Box 2048

Liberty Hill, TX 78642

Date 6/17/2016

Application No. AUS20160516105416

District App. No. 012

Highway SH 0029

Control Section 033701

Maintenance Section Williamson Co Maintenance

County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20160516105416 (District Application No. 012) dated 6/17/2016 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

Aerial TCP 2-1 12

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	<u>Wayne Robinson</u>
Title	<u>Utility Coordinator</u>
District	<u>Austin</u>

SPECIAL PROVISIONS FOR THE INSTALATION OF POWER AND COMMUNICATION LINES

Texas Department of Transportation Austin District Permit Office
7901 N. IH35 Bldg 1, Austin, TX 78753

The contractor performing the utility installation work will be held responsible for verifying the existence of all utility lines within the right of way (ROW) prior to performing ground work such as, but not limited to: trenching, digging or boring. If there are any traffic signals or street lighting within 1,000' of the approved assignment, the contractor must notify TX Dot's Traffic Signal Dept at 512-832-7200 for a cable locate. One Call **will not** locate utility lines that operate traffic signals, flashing beacons, or street lighting, belonging to TxDOT. It will be the contractor's responsibility to check with TxDOT before doing ground work that may damage these existing facilities. If any TxDOT traffic signal or street lighting system becomes damaged, the contractor must notify TxDOT immediately to coordinate repairs.

The applicant will be responsible for the safety and convenience of the traveling public at all times, and shall meet all applicable requirements of the "Texas Manual on Uniform Traffic Control Devices" to view this online: <http://www.dot.state.tx.us/insdotdot/orgchart/cmd/cserve/standard/toc.htm> as well as any special TxDOT recommendations and requirements.

In work areas, where construction equipment might have direct contact with the roadway, it will be the responsibility of the contractor, and or utility company performing the work to keep the roadways clean and free of debris at all times. Any mud and or debris must be removed from the road immediately. Work must be suspended in inclement weather until the road surface becomes dry.

Utility companies or their contractors may work on TxDOT right of way (ROW) during daylight hours Monday thru Friday unless night time lane closures are required by TxDOT. No utility construction work will be allowed on Saturdays and Sundays unless the contractor has written permission from TxDOT personal reflected on the approved permit. Day Time lane closure hours are from 9:00 AM to 4:00 PM Monday through Friday. If Night Time Lane Closure is required by TxDOT, the times are from 8:00 PM to 5:00 AM Sunday Evening through Friday morning.

The **minimum** clearance's for aerial lines within the state ROW are as follows:
Communication and CATV lines shall be eighteen feet 18'.
Power lines twenty-two feet 22'.
Bridges and roadways with grade separation require thirty feet 30'.

All poles, cable closures, and risers for underground utilities shall be located within eighteen inches (18") of the right-of-way line.

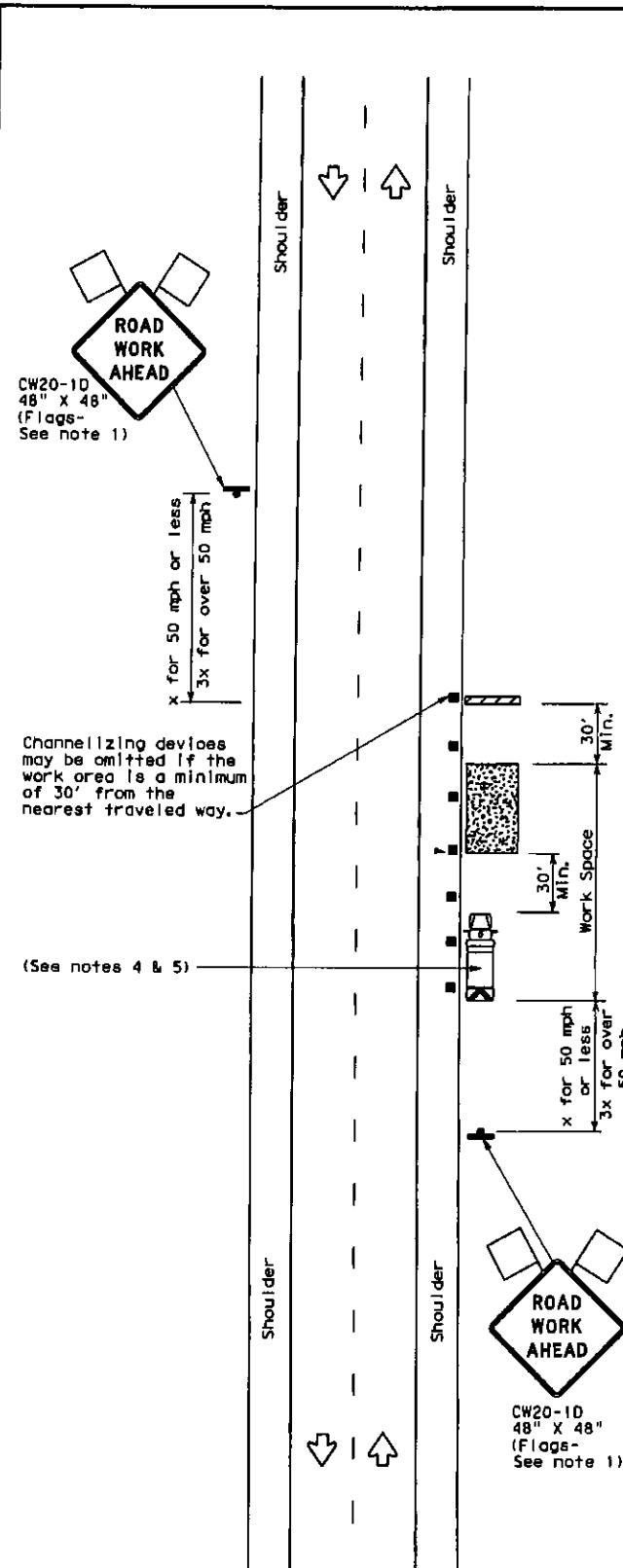
No guy wires shall be set in the right-of-way farther than three feet (3') from the property line.

Pole installations shall not exceed twenty-four inches (24") from the right-of-way line to the centerline of pole. The base of the pole and or where the pole enters the ground should not exceed 36".

Damaged or missing monuments, signs, or right-of-way markers, must be repaired or replaced at the expense of the utility company or their contractor. If this work is not done within a timely manner and to our standards, TxDOT will correct the deficiency and bill the utility for all associated expenses incurred.

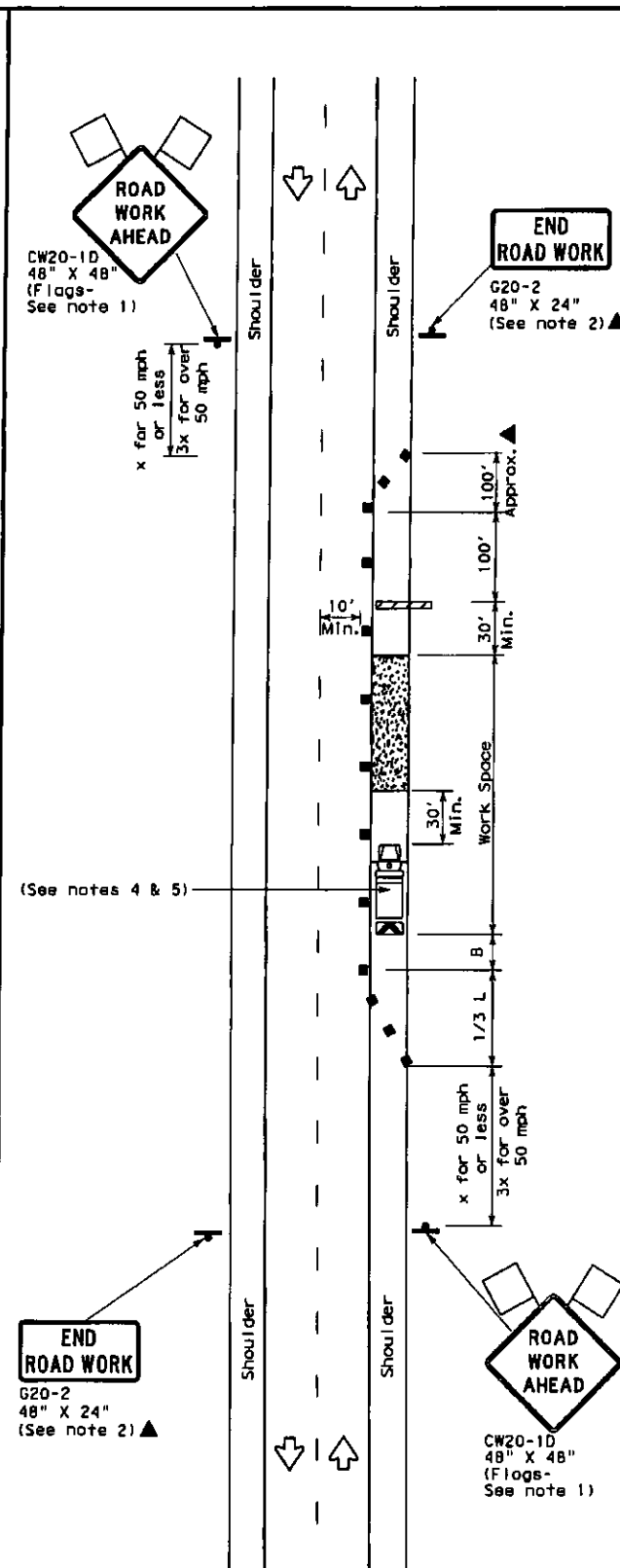
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any project where it is used. TxDOT assumes no responsibility for the consequences of any use of this standard to other than the intended use or for damages resulting from its use.

DATE: FILE:



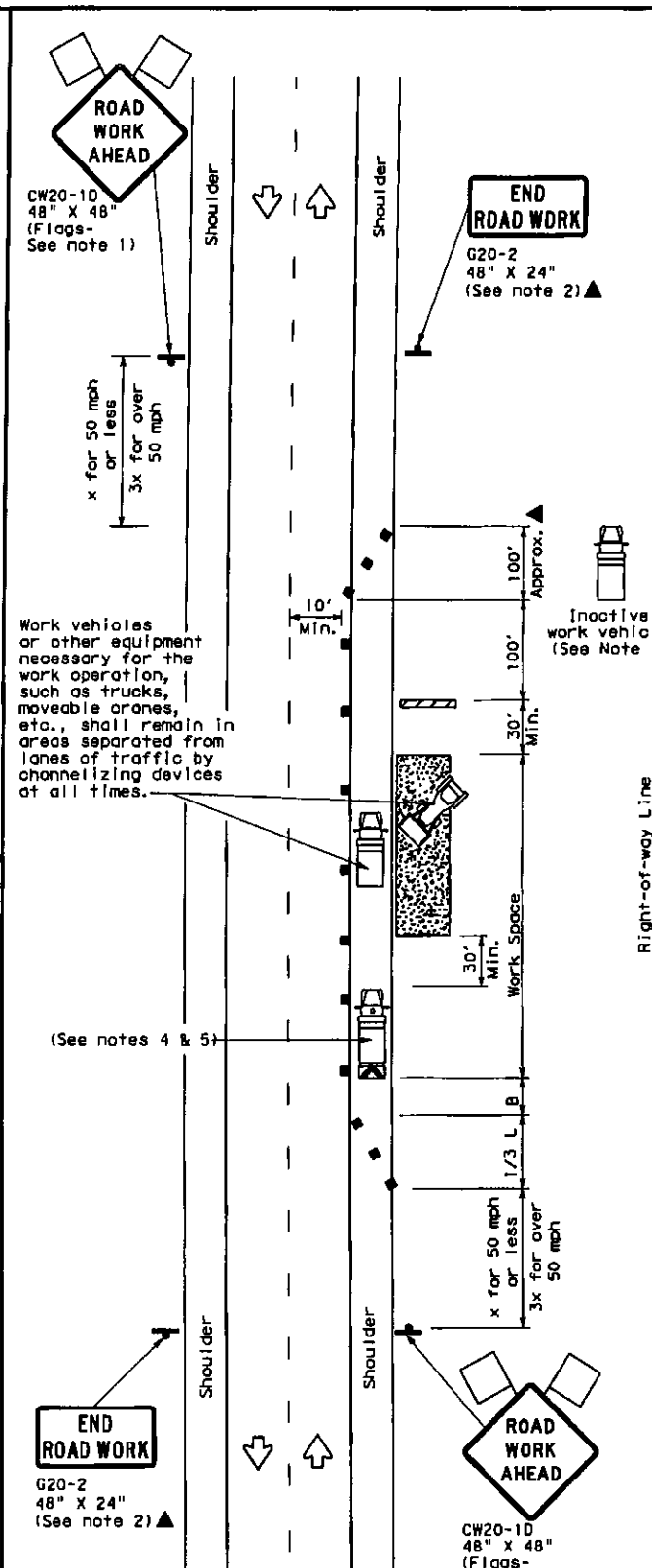
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing * Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

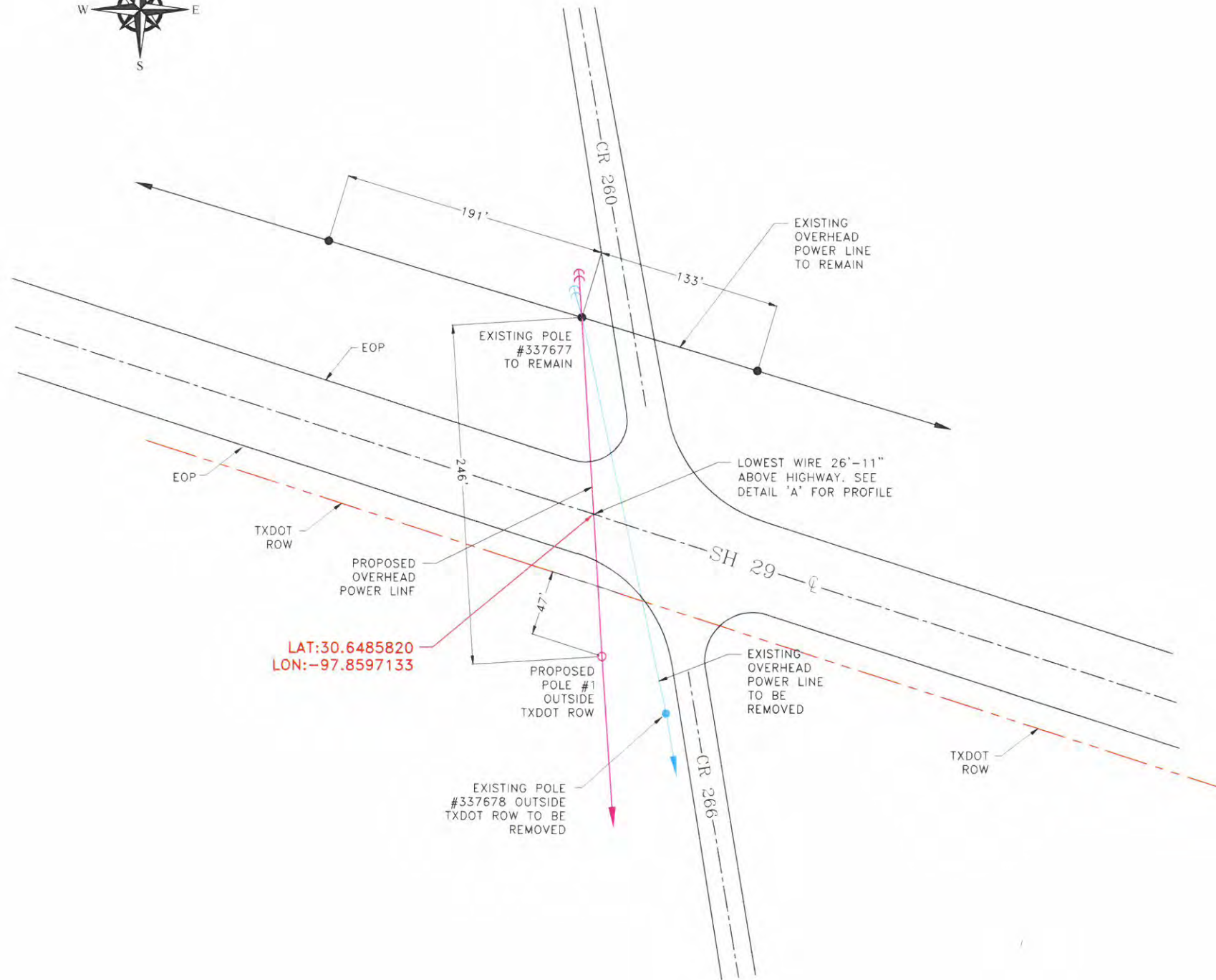
For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

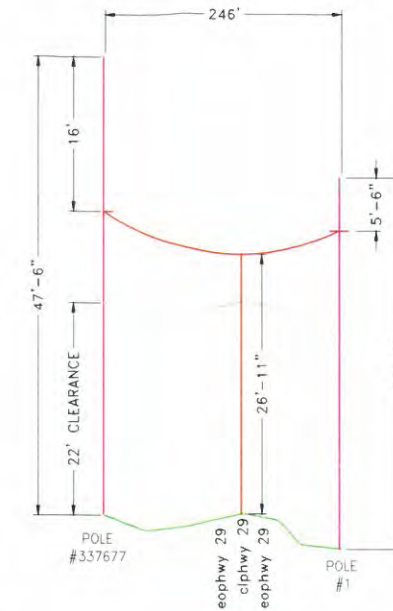
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(2-1)-12

© TxDOT December 1985		CHI TxDOT	CHI TxDOT	CHI TxDOT	CHI TxDOT
REVISIONS		CONF	SECT	JOB	HIGHWAY
2-94	2-12				
8-95					
1-97					
4-98					
		DIST	COUNTY	SHEET NO.	



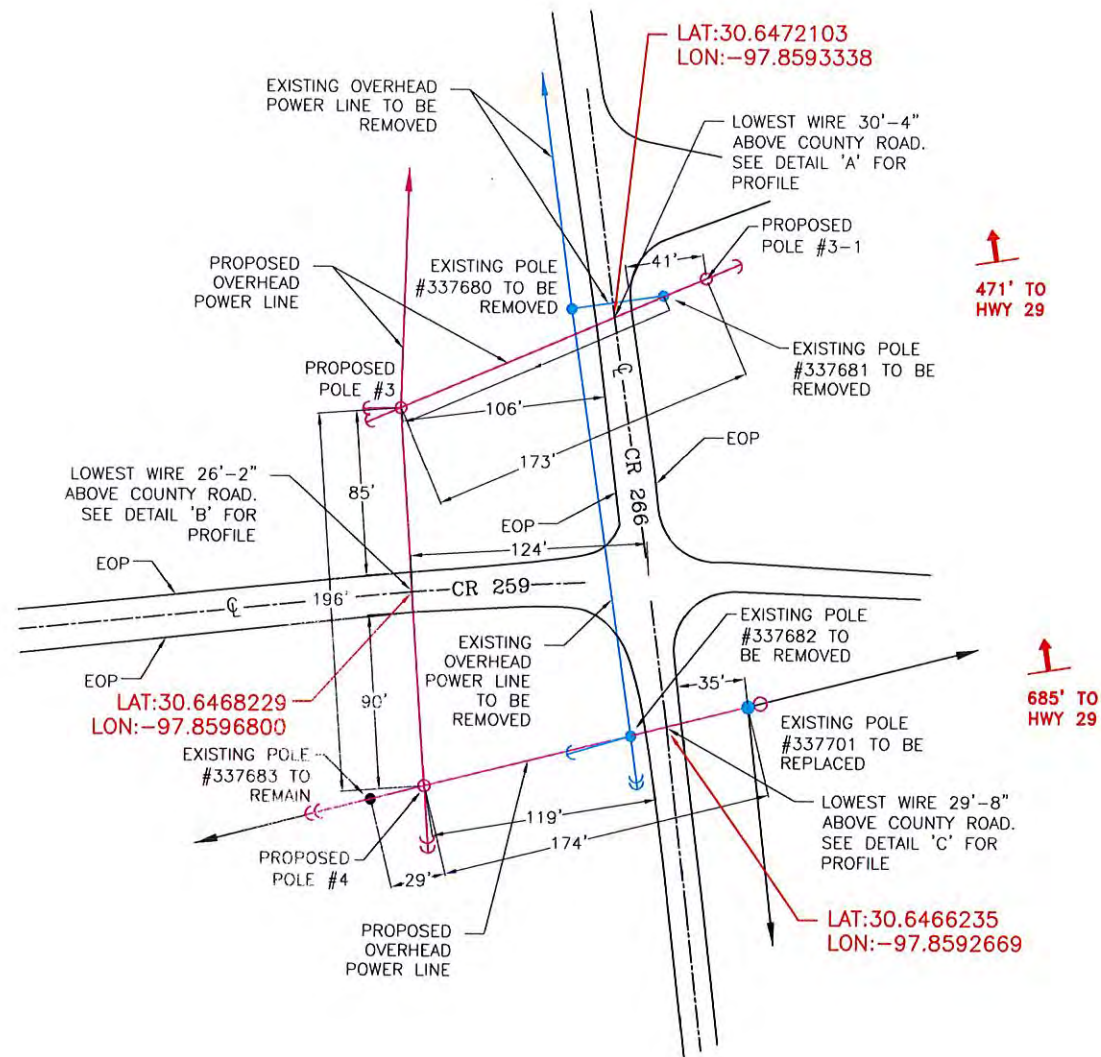
- 1/0 ACSR, 225 ft RS
- Weight: 0.1453 lbs/ft
 - Hot Tension (120.F): 326 lbs
 - Cold Tension (15, I): 1209 lbs
 - SLACK (120.F): 47 lbs



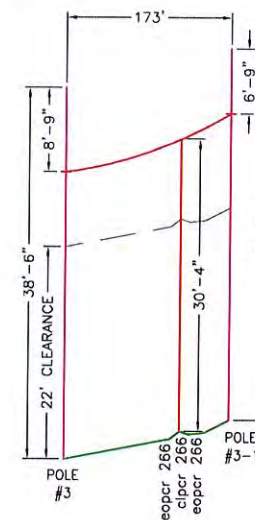
DETAIL 'A'

SCALE = V - 1:20
H - 1:200



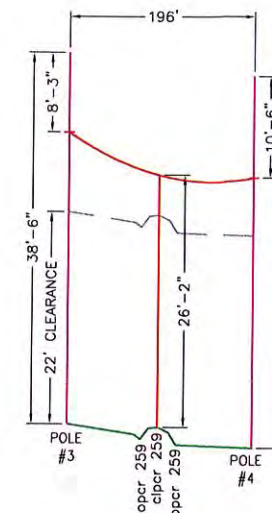


#4 ACSR, 400 ft RS
Weight: 0.067 lbs/ft
Hot Tension (120,F): 254 lbs
Cold Tension (15, I): 689 lbs



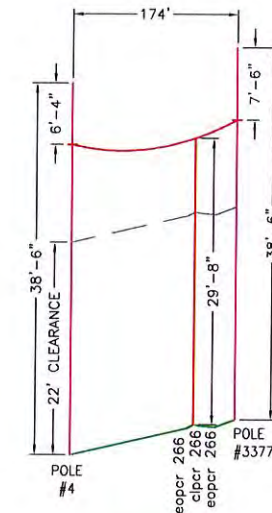
DETAIL 'A'

1/0 ACSR, 225 ft RS
Weight: 0.1453 lbs/ft
Hot Tension (120,F): 326 lbs
Cold Tension (15, I): 1209 lbs
SLACK (120,F): 47 lbs



DETAIL 'B'

1/0 ACSR, 225 ft RS
Weight: 0.1453 lbs/ft
Hot Tension (120,F): 326 lbs
Cold Tension (15, I): 1209 lbs
SLACK (120,F): 47 lbs



DETAIL 'C'

COLOR LEGEND

- PROPOSED POWERLINE
- PROPOSED POWER POLE
- EXISTING POWERLINE TO BE REMOVED
- EXISTING POWER POLE TO BE REMOVED
- EXISTING POWERLINE TO REMAIN
- EXISTING POWER POLE TO REMAIN

LETTER OF TRANSMITTAL

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

Date: November 21, 2016
CobbFendley Job: 1403-088-03
Re: Seward Junction SE
PEC' Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	PEC's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

Please see the attached PEC' Utility Agreement Package for the above project, we have reviewed and approved it in the amount of \$78,572.27.

If you have any questions, please let me know.

Thank you,

Received

NOV 21 2016

HNTB Corporation
Round Rock

Copy To File

Received By: _____
Date & Time: _____

SIGNED



Melissa Horn, Principal

Commissioners Court - Regular Session**18.****Meeting Date:** 12/06/2016

1604-075 CR 110 South Utility Reimbursement 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 Utility Reimbursement Agreement with Charter/Spectrum utility adjustments on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

Background

Charter/Spectrum has existing facilities in conflict with the CR 110 South Project. Charter/Spectrum is 100% eligible for reimbursement. The total anticipated reimbursement to Charter/Spectrum by the County is \$17,093.00 for 5,760 feet of new overhead fiber optic line and the associated facilities and ancillaries. The total eligible costs do not include any betterments, because those costs are paid for by Utility Owner.

Fiscal Impact

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

Attachments1604-075 CR 110 South Charter Utility Reimbursement Agmt

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 11/30/2016 11:12 AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17th day of November, 2016, by and between Charter Spectrum (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain (Installation of new fiber and attached to Oncors' new poles locations place guy wires, anchors and facilities equipment attached to the new poles) (herein called Facilities).

WHEREAS, County desires to construct proposed CR 110 South: From US 79 to Limmer Loop, (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Charter Spectrum relocation consist of: installation on new fiber and attached to Oncor's new poles location place guy wires, anchors and facilities equipment attached to the new poles.
- County will reimburse Utility for engineering services, inspection services, internal cost and construction cost. (Eligible items based off the Williamson County Vendor Policy)
- Upon completion of Project, Utility will provide an as-built drawing of the relocation to the County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 5760 LF along with apparatus defined as Work = \$ 17,093.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco -U-35 - 100% County - Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest - ROW-U-1A (Attachment "E")
7. Wilco-U-80A - Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Chapter Spectrum
Name of Utility

By: 
Authorized Signature

Jerry Doyle
Print or Type Name

Title: Manager

Date: 11-17-16

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

PROJECT INFORMATION

Location Name: CTX - Austin Function Area: Construction
 Project Name: RLO B TX CTX C R 110 WILLIAMSON CO RELO
 CPR Group: Blanket Job/ DOCK #:
 Line of Business: Other Residential Project Driver: Replacement - Identified
 Project Type: Forced Relocate BW/Fiber Activity: 860 MHz
 CPR Type: New Existing Bandwidth: < 750 MHz

	Miles	Cost Per
Aerial	0.00	
Underground	0.00	
Total		
	Passings	Cost Per
Aerial		
Underground		
Installation		
Total		

GLID	Project #	ID	Product	Dept	Res Cat	Sub Cat
This will be assigned by BP Group			90	922	PRELO	Multiple

Project Justification

FORCED RELO

ROI/IRR % - Funds are required to construct new plant for residential or commercial passings at the CR 110 in WILLIAMSON CO. This project includes .50 miles of new aerial plant, 0.11 miles of new underground plant and 0.5 miles of fiber overlash. This project is scheduled to complete on 12/15/2016 Project is requested by PETE NAVEJAS Total cost per passing of \$

LEAVE BLANK

PURCHASE INFORMATION

			Contract Labor	In-House Labor not required	Materials	Freight	Reimbursement	Total
PRELO								
Make Ready - Aerial	A11	922	3,800	✓				3,800
Strand & Hardware - Aerial	A12	922	65	✓	1,279			1,344
Splicing & Electronics - Aerial	A13	922		✓				
Fiber New Construction - Aerial	A14	922	5,760		761			6,525
Coaxial New Construction - Aerial	A15	922						
Fiber Overlash - Aerial	A17	922			4,704			4,704
Coaxial Overlash - Aerial	A18	922						
UG								
Make Ready - UG	U11	922		✓				
Hardware - UG	U12	922	688	✓				688
Splicing & Electronics - UG	U13	922	33	✓				33
Fiber New Construction - UG	U14	922						
Coaxial New Construction - UG	U15	922						
Fiber Overlash - UG	U17	922						
Coaxial Overlash - UG	U18	922						
INSTL								
NO INSTALL		922						
Total			10,345	✓	6,747			17,093

APPROVALS

Requester Information		Required Approvals	Date
Name:	PETE NAVEJAS		
Title:	CONSTRUCTION COORDINATOR		
Phone:	512-748-1601		
Signature:	11/10/2016		

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

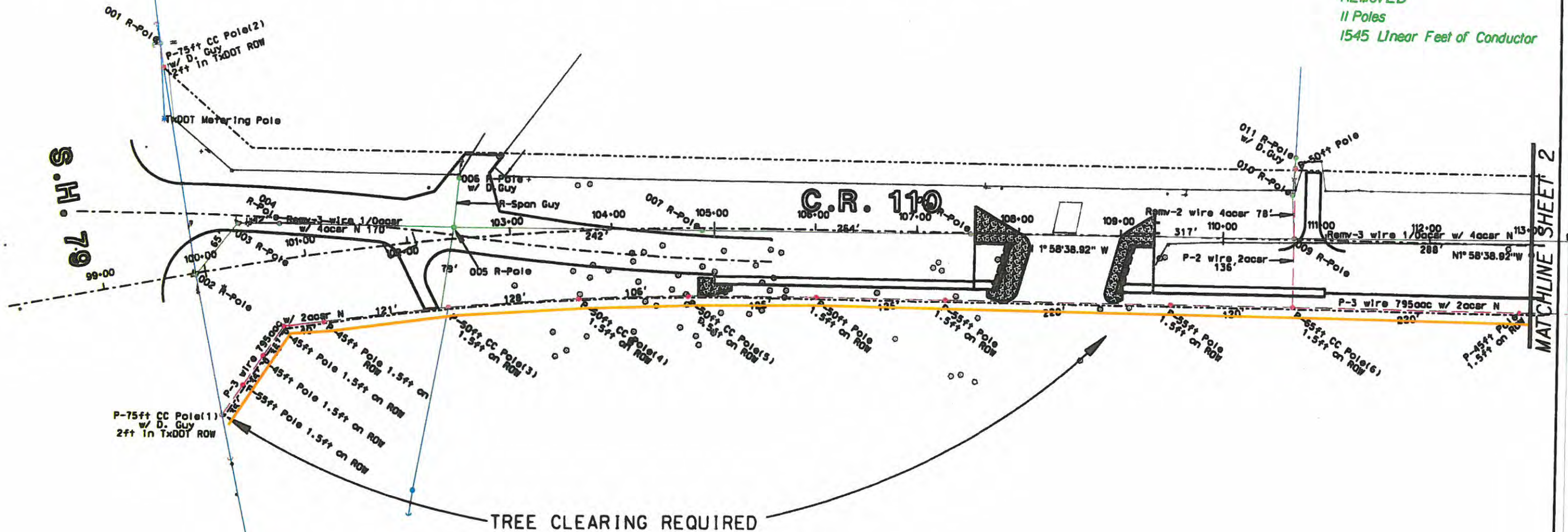
All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".

At the time of this design,
 there were no known utilities
 within 3ft paralleling new R.O.W.

THIS SHEET

INSTALLED
 16 Poles
 1440 Linear Feet of Conductor

REMOVED
 11 Poles
 1545 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

003,004,005,007,008,009: V: 282, P: 435

006: V: 282, P: 436

011: V: 425, P: 695

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
 RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 1 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD WIDENING

Concrete poles have a 36" diameter foundation.
All wood poles are less than 36" diameter.
Proposed poles in R.O.W. are within 36" of R.O.W.
All poles removed are wood.

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Concrete poles have a brass plate with the name "ONCOR".

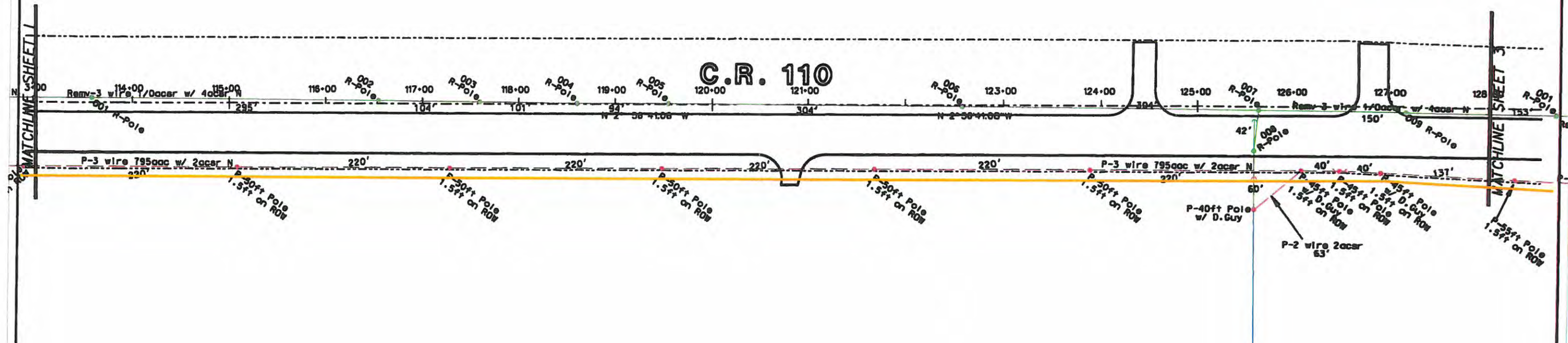
All Conductor in ROW is 24.9kv
or less & Meets or Exceeds
Minimum Requirement of
22' Above All Pavement.

At the time of this design,
there were no known utilities
within 3ft paralleling new R.O.W.

THIS SHEET

INSTALLED
9 Poles
1600 Linear Feet of Conductor

REMOVED
9 Poles
1454 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

001,002,003: V: 282,P: 435
004,005,006,007,009: V: 282,P: 433
008: V: 489,P: 277

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 2 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

Concrete poles have a 36" diameter foundation.
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 All poles removed are wood.

All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

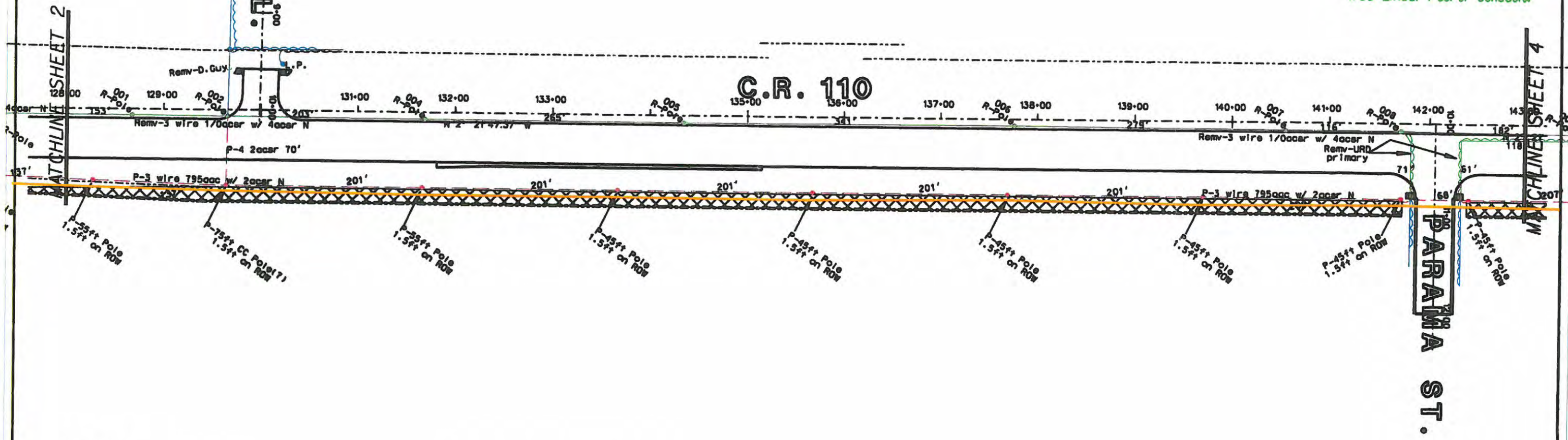
All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".

At the time of this design,
 there were no known utilities
 within 3ft paralleling new R.O.W.

THIS SHEET

INSTALLED
 9 Poles
 1488 Linear Feet of Conductor

REMOVED
 7 Poles
 1789 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

001,002,004,005,006,007,008: V:282,P:433

CHARTER SPECTRUM LEGEND

— PROPOSED OVERHEAD CABLE TO RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY Scale: 1"=100' Date: February 2016	Sheet 3 of 8 WR 3285901
	ROUND ROCK DISTRICT
WILLIAMSON COUNTY C.R. 110 ROAD WIDENING	

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".

At the time of this design,
 there were no known utilities
 within 3ft paralleling new R.O.W.

THIS SHEET

INSTALLED

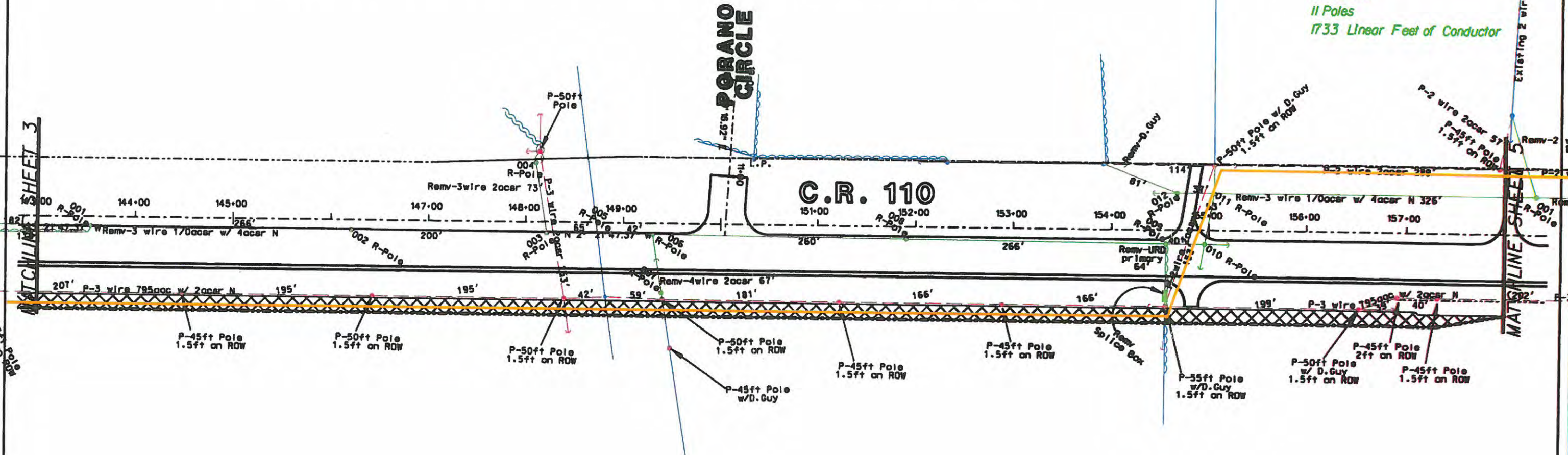
14 Poles

2255 Linear Feet of Conductor

REMOVED

11 Poles

1733 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

001,002,003,005,006,008,009,010: V:282,P:433

007: Doc: 2015003378

011,012: V:1286,P:167

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
 RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 4 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD WIDENING

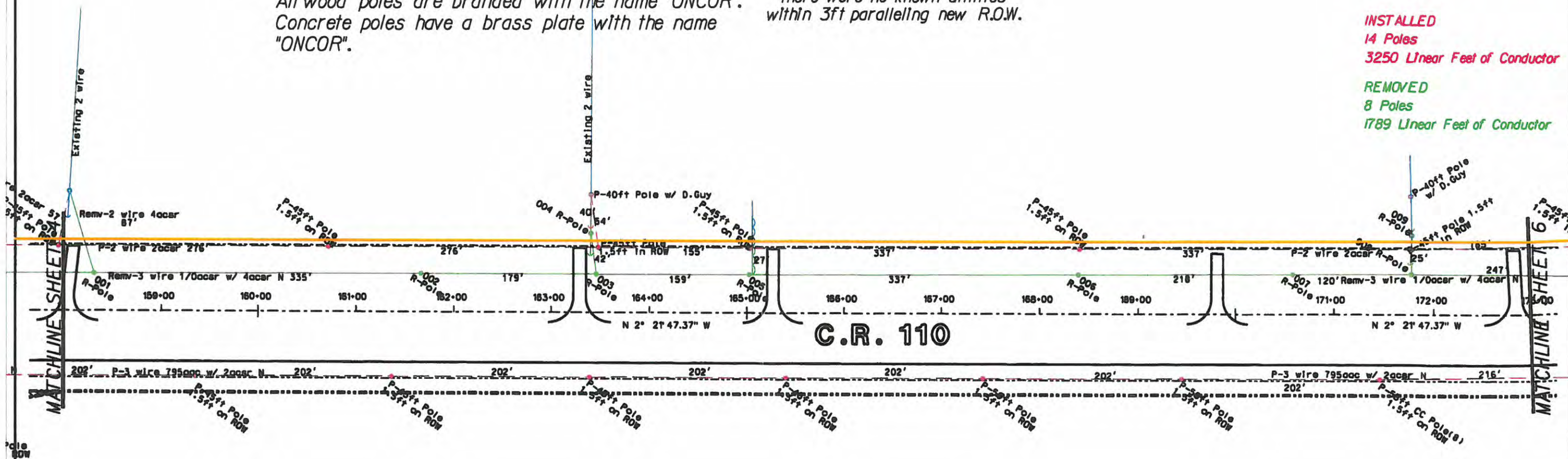
Concrete poles have a 36" diameter foundation.
All wood poles are less than 36" diameter.
Proposed poles in R.O.W. are within 36" of R.O.W.
All poles removed are wood.

All wood poles are branded with the name "ONCOR".
Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv
or less & Meets or Exceeds
Minimum Requirement of
22' Above All Pavement.

At the time of this design,
there were no known utilities
within 3ft paralleling new R.O.W.

THIS SHEET
INSTALLED
14 Poles
3250 Linear Feet of Conductor
REMOVED
8 Poles
1789 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

001,002,003,005,006,007,008: V:1286,P:167
009: V:1126,P:320

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 5 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

Concrete poles have a 36" diameter foundation.
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Proposed poles in R.O.W. are within 36" of R.O.W.
All poles removed are wood.

All Conductor in ROW is 24.9kv
or less & Meets or Exceeds
Minimum Requirement of
22' Above All Pavement.

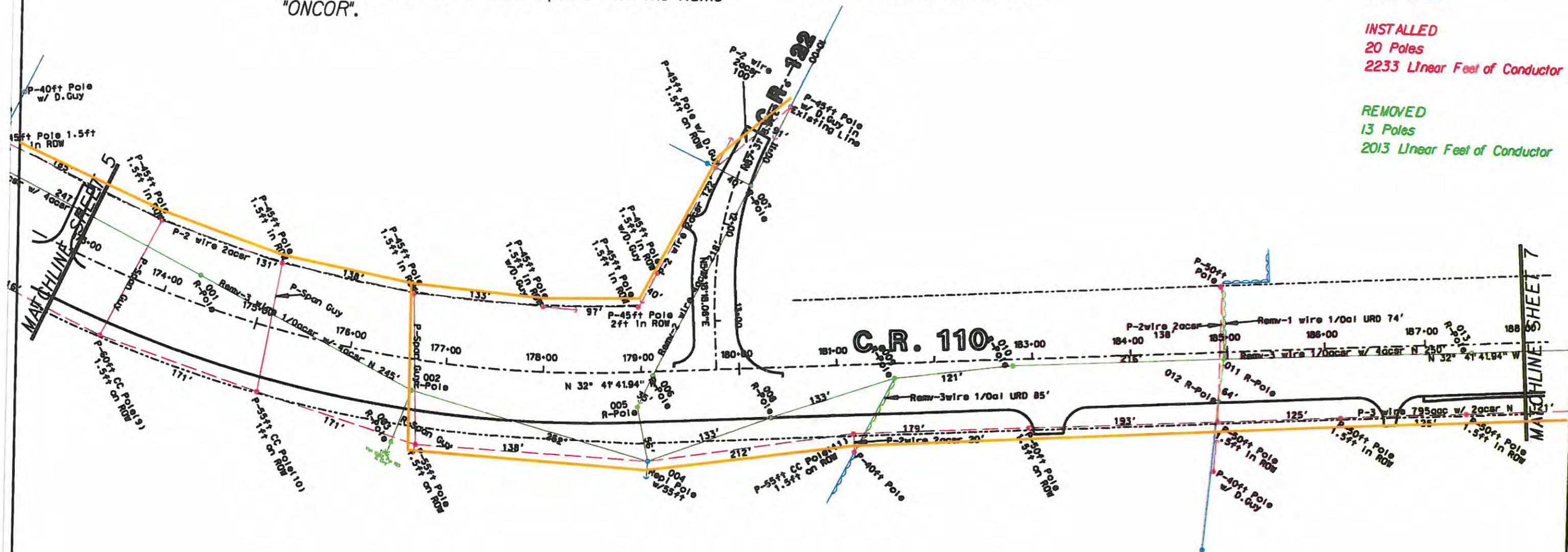
All wood poles are branded with the name "ONCOR".
Concrete poles have a brass plate with the name
"ONCOR".

At the time of this design,
there were no known utilities
within 3ft paralleling new R.O.W.

THIS SHEET

INSTALLED
20 Poles
2233 Linear Feet of Conductor

REMOVED
13 Poles
2013 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENT

001,002: V:1286, P:167

012: Doc: 2011000556

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 6 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD WIDENING

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

At the time of this design,
 there were no known utilities
 within 3ft paralleling new R.O.W.



THIS SHEET

INSTALLED

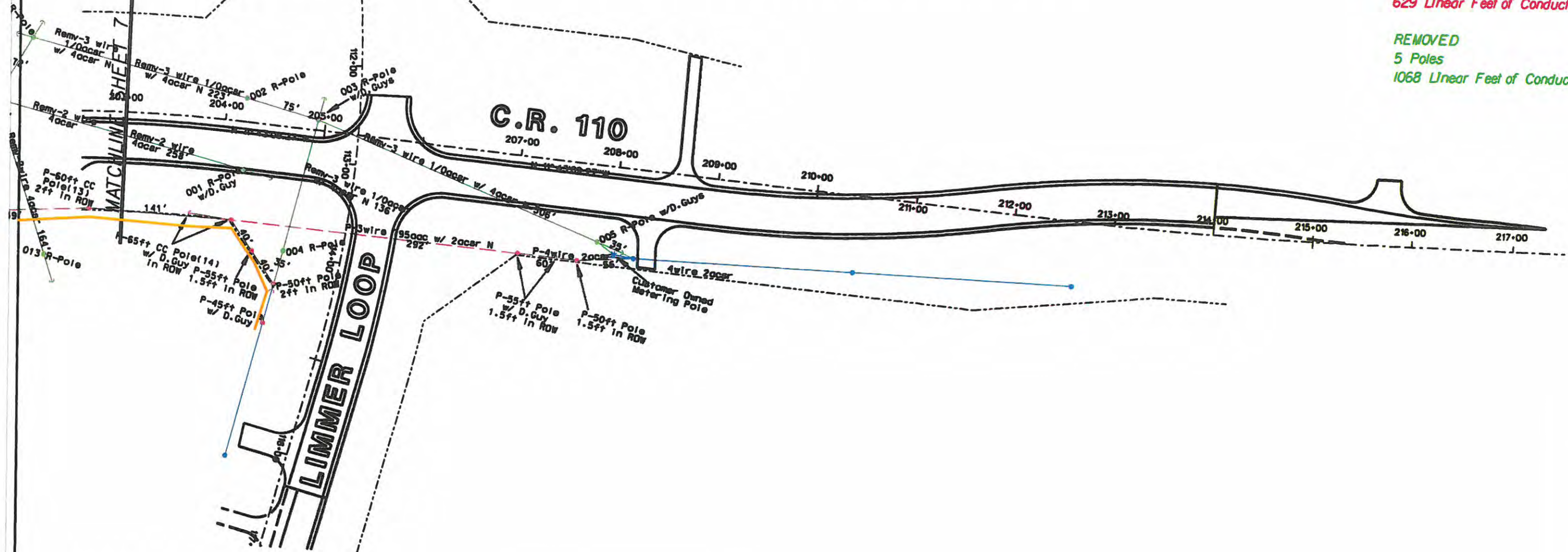
6 Poles

629 Linear Feet of Conductor

REMOVED

5 Poles

1068 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguy
- Existing Poles/Downguy to be Removed
- Existing Poles/Downguy to Remain In Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain In Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain In Place

EXISTING EASEMENTS

002,003: Doc: 2004061437

004: V:702,P:797

005: Doc: 2004061438

CHARTER SPECTRUM LEGEND

- PROPOSED OVERHEAD CABLE TO RE-ATTACH TO ONCOR'S NEW POLES

ONCOR ELECTRIC DELIVERY

Scale: 1"=100' Date: February 2016

Sheet 8 of 8 WR 3285901

ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD WIDENING

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 30 days after notice that Oncor has relocated

Estimated Completion Date: duration of relocation will take 60 days

Attachment C

Eligibility Ratio

See Attachment “H” for proof of property interest, which is established at 100% eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

LETTER OF TRANSMITTAL

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

Date: November 21, 2016
CobbFendley Job: 1403-088-03
Re: CR 110 South
Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other _____

QUANTITY	DESCRIPTION
5	Charter Spectrum's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval
☐ As Requested

☐ For Your Use
☐ For Review & Comment

Received

NOV 21 2016

HNTB Corporation
Round Rock

Mr. Church:

Please see the attached Charter Spectrum's Utility Agreement Package for the above project, we have reviewed and approved it in the amount of \$17,093.00.

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**19.****Meeting Date:** 12/06/2016

Seward Junction Southeast Utility Reimbursement 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 Utility Reimbursement Agreement between Charter/Spectrum and Williamson County for utility relocations on Seward Junction Southeast, a Road Bond Project in Commissioner Pct. 2.

Background

Charter/Spectrum has existing facilities in conflict with the Seward Junction Southeast Project. Charter/Spectrum is 100% eligible for reimbursement. The total anticipated reimbursement to Charter/Spectrum by the County is \$21,869.00 for the reattachment of new overhead fiber optic cable to approximately 11 new power poles and the associated facilities and ancillaries. The total eligible costs do not include any betterments, because those costs are paid for by the Utility Owner.

Fiscal Impact

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

AttachmentsSeward Junction Southeast Charter Utility Reimbursement Agmt

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 11/30/2016 11:16 AM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 26th day of October, 2016, by and between Charter Spectrum (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain overhead fiber cable reattached to PEC's poles (herein called Facilities).

WHEREAS, County desires to construct proposed Seward Junction Southeast: From US 183 at CR 259 to SH 29 to CR 266. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- ☒ Charter Spectrum relocation consist of: Installation of new fiber and attached to PEC's new pole locations, place guys wires, anchors and facilities equipment attached to the new poles.
- ☒ County will reimburse Utility for Engineering Services, Relocation, Inspection Services and Internal cost.
- ☒ Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 9 Power Poles and removal of existing fiber along with apparatus defined as Work = \$21,869.00

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.
5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)

4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

WILLIAMSON COUNTY

Utility: Chapter Spectrum
Name of Utility

By: _____
Authorized Signature

By: 
Authorized Signature

Dan A. Gattis
Print or Type Name

Jerry Doyle
Print or Type Name

Title: Williamson County Judge

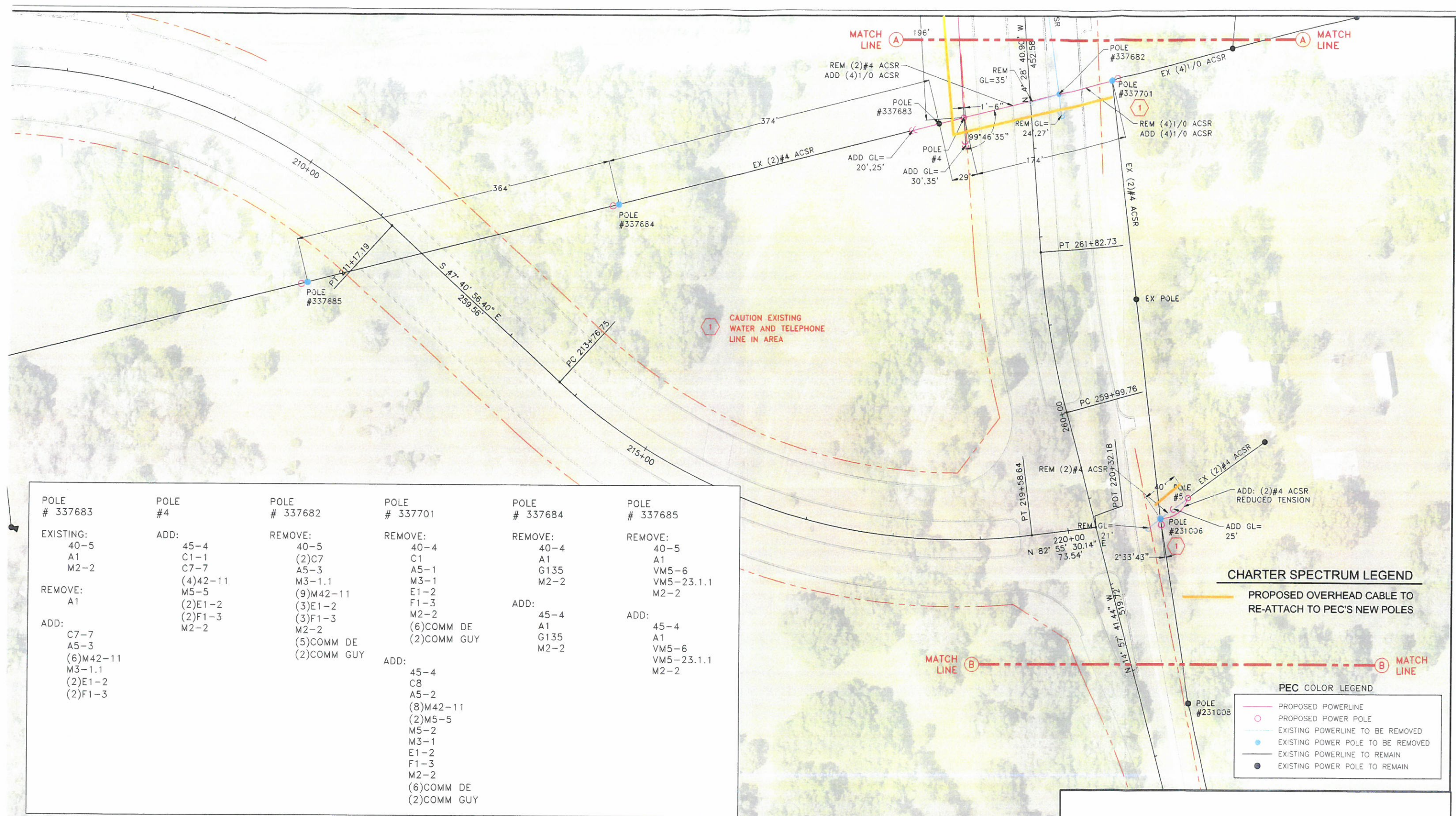
Title: Manager

Date: _____

Date: 11-17-16

Attachment A

Plans, Specifications, and Estimated Costs



POLE # 337683	POLE #4	POLE # 337682	POLE # 337701	POLE # 337684	POLE # 337685
EXISTING: 40-5 A1 M2-2	ADD: 45-4 C1-1 C7-7 (4)42-11 M5-5 (2)E1-2 (2)F1-3 M2-2	REMOVE: 40-5 A5-3 M3-1.1 (9)M42-11 (3)E1-2 (3)F1-3 M2-2 (5)COMM DE (2)COMM GUY	REMOVE: 40-4 C1 A5-1 M3-1 E1-2 F1-3 M2-2 (6)COMM DE (2)COMM GUY	REMOVE: 40-4 A1 G135 M2-2	REMOVE: 40-5 A1 VM5-6 VM5-23.1.1 M2-2
ADD: C7-7 A5-3 (6)M42-11 M3-1.1 (2)E1-2 (2)F1-3			ADD: 45-4 C8 A5-2 (8)M42-11 (2)M5-5 M5-2 M3-1 E1-2 F1-3 M2-2 (6)COMM DE (2)COMM GUY	ADD: 45-4 A1 G135 M2-2	ADD: 45-4 A1 VM5-6 VM5-23.1.1 M2-2

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

Date	Revision	By	Chkd.	Appd.	Ltr.	Date	Revision	By	Chkd.	Appd.
5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL						
5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL						

DRAWN RBK
CHECKED GJL
APPROVED GJL

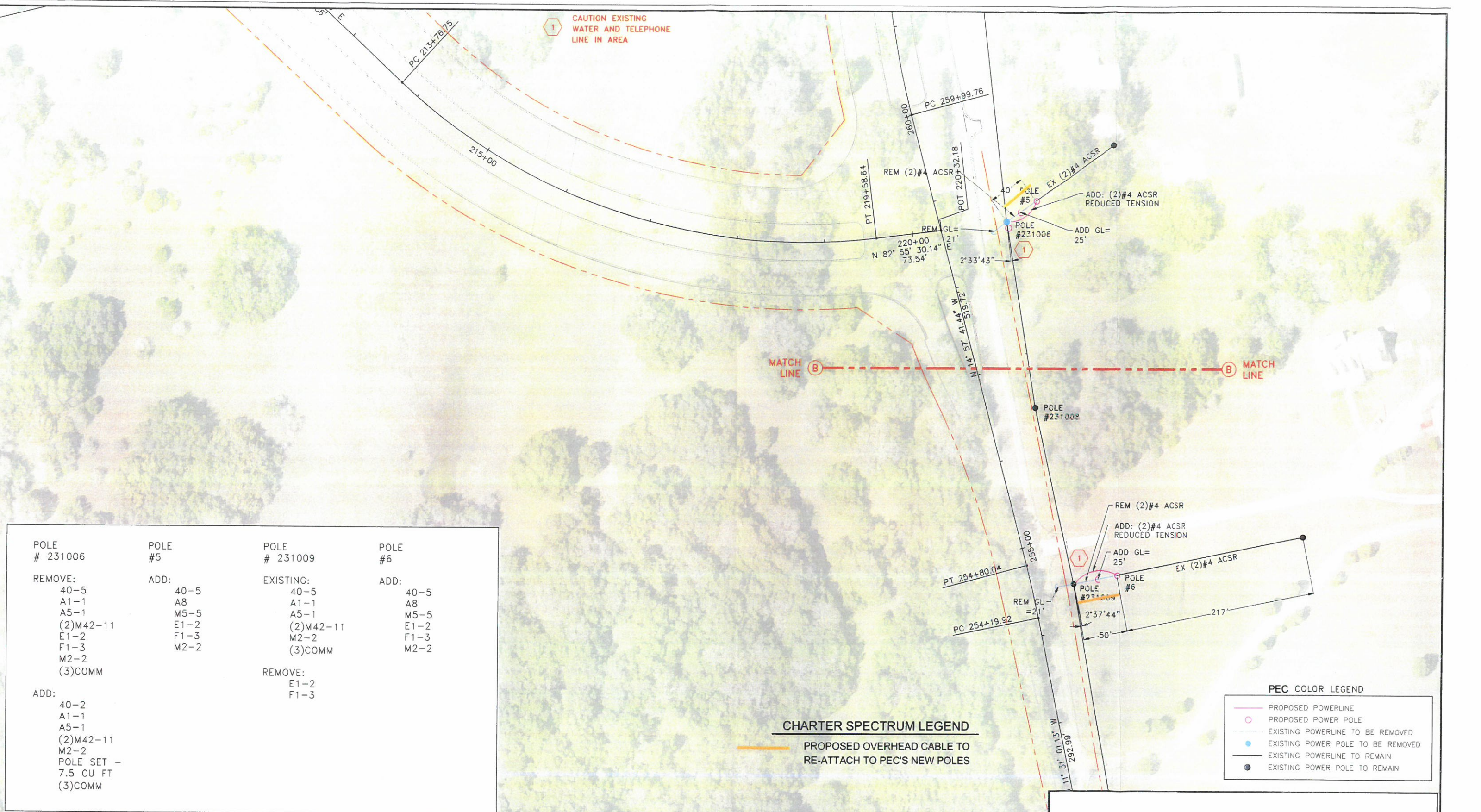


PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS
WILCO STEWARD JUNCTION SE

CHARTER SPECTRUM RELOCATION PLANS

PLAN VIEW

DATE 5-27-16
SCALE 1"=100'-0"
DWG. NO. 15PECL3010-2



POLE # 231006	POLE #5	POLE # 231009	POLE #6
REMOVE: 40-5 A1-1 A5-1 (2)M42-11 E1-2 F1-3 M2-2 (3)COMM	ADD: 40-5 A8 M5-5 E1-2 F1-3 M2-2	EXISTING: 40-5 A1-1 A5-1 (2)M42-11 M2-2 (3)COMM	ADD: 40-5 A8 M5-5 E1-2 F1-3 M2-2
ADD: 40-2 A1-1 A5-1 (2)M42-11 M2-2 POLE SET - 7.5 CU FT (3)COMM		REMOVE: E1-2 F1-3	

CHARTER SPECTRUM LEGEND
PROPOSED OVERHEAD CABLE TO RE-ATTACH TO PEC'S NEW POLES

PEC COLOR LEGEND	
	PROPOSED POWERLINE
	PROPOSED POWER POLE
	EXISTING POWERLINE TO BE REMOVED
	EXISTING POWER POLE TO BE REMOVED
	EXISTING POWERLINE TO REMAIN
	EXISTING POWER POLE TO REMAIN

ISSUED: 5-27-16
PRELIMINARY FOR REVIEW

CHARTER SPECTRUM RELOCATION PLANS

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN ONLY. INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

DATE				DATE				DATE				DATE			
5-27-16				5-27-16				5-27-16				5-27-16			
SCALE				SCALE				SCALE				SCALE			
1"=100'-0"				1"=100'-0"				1"=100'-0"				1"=100'-0"			
DWG. NO.				DWG. NO.				DWG. NO.				DWG. NO.			
15PECL3010-3				15PECL3010-3				15PECL3010-3				15PECL3010-3			

- Weight: 0.067 lbs/ft
- Hot Tension (120, F): 254 lbs
- Cold Tension (15, I): 689 lbs

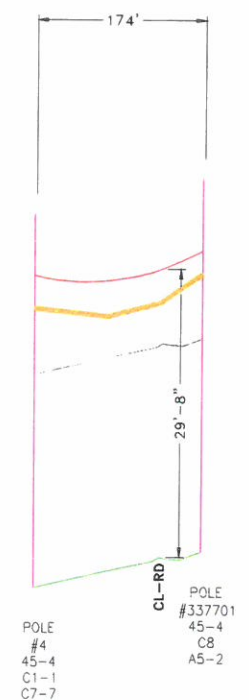
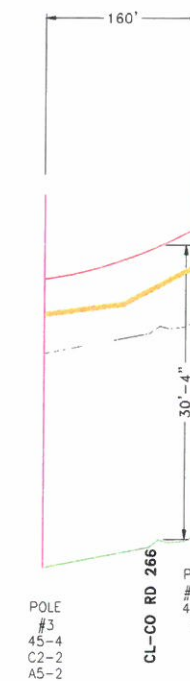
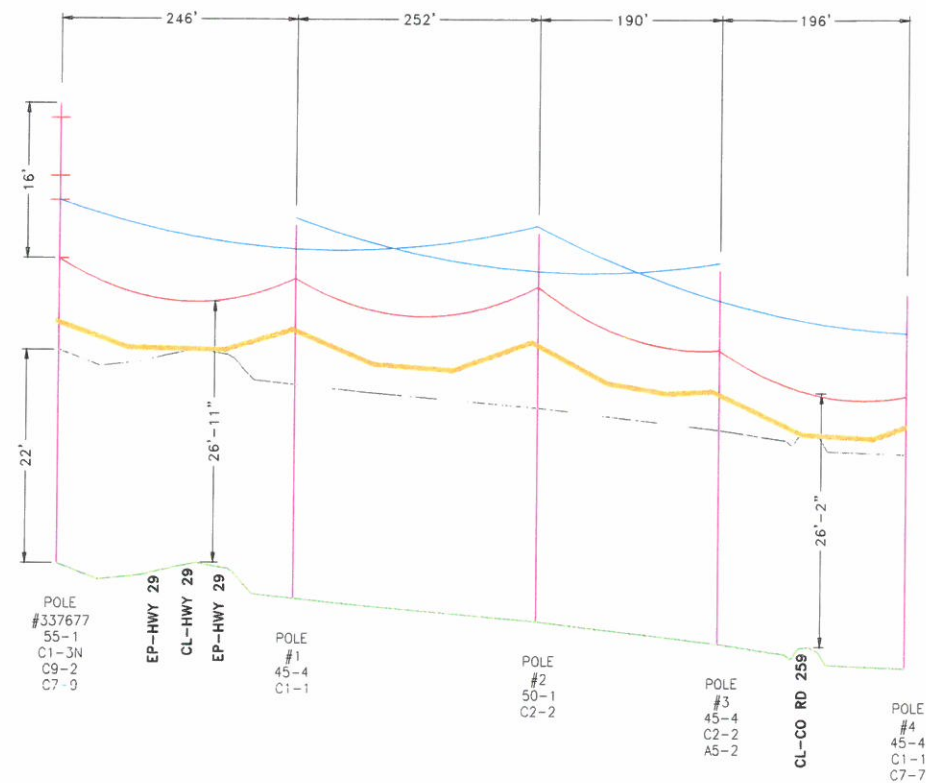
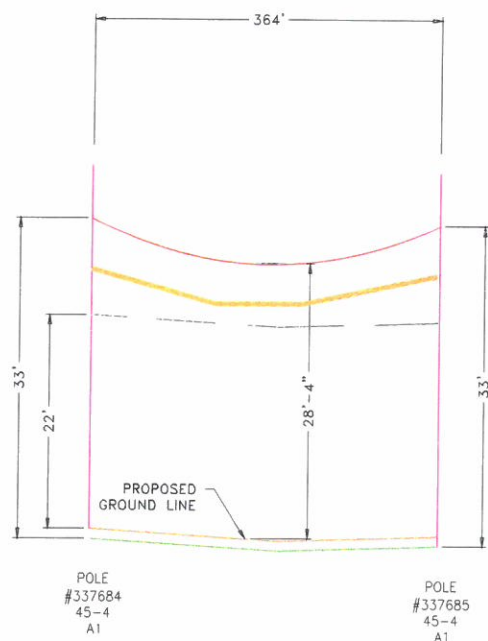
- Weight: 0.1453 lbs/ft
- Hot Tension (120,F): 326 lbs
- Cold Tension (15, I): 1209 lbs

SLACK (120,F): 47 lbs

- Weight: 0.067 lbs/ft
- Hot Tension (120, F): 254 lbs
- Cold Tension (15, I): 689 lbs

- Weight: 0.1453 lbs/ft
- Hot Tension (120,F): 326 lbs
- Cold Tension (15, I): 1209 lbs

SLACK (120,F): 47 lbs



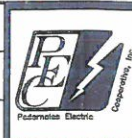
SCALE = V - 1:20
H - 1:200

PROPOSED OVERHEAD CABLE TO
RE-ATTACH TO PEC'S NEW POLES

——— GROUND LINE
 - - - NEUTRAL CLEARANCES
 ——— EXISTING POLE
 ——— FINAL SAG 120°F UNLOADED
 ——— INITIAL SAG @ 15° UNLOADED
 ——— PROPOSED GROUND LINE

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR
EPEC ELECTRICAL FACILITIES SHOWN ONLY.
INFORMATION CONCERNING OTHER FACILITIES
PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

				K								
				J								
				H								
5/27	UPDATED WITH COMMENTS FROM COBB FENDLEY	RBK	GJL	GJL	G							
5/16	INCLUDED NEW ANCHOR CONFLICT	RBK	GJL	GJL	F							
Date	Revision	By	Chkd.	Appd.	Ltr.	Date		Revision		By	Chkd.	Appd.



WILCO STEWARD JUNCTION SE

CHARTER SPECTRUM RELOCATION PLANS

PROFILE VIEW

DATE
5-27-16

SCALE
AS NOTED

DWG. NO.
15PECL3010-4

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 30 days after PEC completes their relocation

Estimated Completion Date: Duration of relocation will take 45 days

Attachment C
Eligibility Ratio

**See Attachment "H" for proof of property interest, which is established at
100 % eligible.**

ATTACHMENT "C"

Seward Junction Southeast

DATE: 10/07/2016

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

SHEET No. & Sta. Limits

		Poles Non-Eligible	Poles Eligible	Poles Outside of Project
15PECL3010-01	272+27 to 265+37	0	4	1
15PECL3010-02	258+57 to 263+69	0	2	2
15PECL3010-02	210+84 to 212+91	0	2	0
15PECL3010-03	254+48 to 258+57	0	2	0
TOTAL =		0	10	3

Eligible = 10
 Non-Eligible = 0
 GRAND TOTAL = 10

ELIGIBILITY RATIO = 100.00%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E
Proof of Property Interest

Attachment F
"TxDOT Permit"

APPROVAL

To Mark Evans

Pedernales Electric Coop

PO Box 2048

Liberty Hill, TX 78642

Date 6/17/2016

Application No. AUS20160516105416

District App. No. 012

Highway SH 0029

Control Section 033701

Maintenance Section Williamson Co Maintenance

County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20160516105416 (District Application No. 012) dated 6/17/2016 and accompanying documentation, except as noted below.

Not applicable

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

Aerial TCP 2-1 12

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	Wayne Robinson
Title	Utility Coordinator
District	Austin

SPECIAL PROVISIONS FOR THE INSTALATION OF POWER AND COMMUNICATION LINES

Texas Department of Transportation Austin District Permit Office
7901 N. IH35 Bldg 1, Austin, TX 78753

The contractor performing the utility installation work will be held responsible for verifying the existence of all utility lines within the right of way (ROW) prior to performing ground work such as, but not limited to: trenching, digging or boring. If there are any traffic signals or street lighting within 1,000' of the approved assignment, the contractor must notify TX Dot's Traffic Signal Dept at 512-832-7200 for a cable locate. One Call will not locate utility lines that operate traffic signals, flashing beacons, or street lighting, belonging to TxDOT. It will be the contractor's responsibility to check with TxDOT before doing ground work that may damage these existing facilities. If any TxDOT traffic signal or street lighting system becomes damaged, the contractor must notify TxDOT immediately to coordinate repairs.

The applicant will be responsible for the safety and convenience of the traveling public at all times, and shall meet all applicable requirements of the "Texas Manual on Uniform Traffic Control Devices" to view this online: <http://www.dot.state.tx.us/insdtdot/orgchart/cmd/eserve/standard.toc.htm> as well as any special TxDOT recommendations and requirements.

In work areas, where construction equipment might have direct contact with the roadway, it will be the responsibility of the contractor, and or utility company performing the work to keep the roadways clean and free of debris at all times. Any mud and or debris must be removed from the road immediately. Work must be suspended in inclement weather until the road surface becomes dry.

Utility companies or their contractors may work on TxDOT right of way (ROW) during daylight hours Monday thru Friday unless night time lane closures are required by TxDOT. No utility construction work will be allowed on Saturdays and Sundays unless the contractor has written permission from TxDOT personal reflected on the approved permit. Day Time lane closure hours are from 9:00 AM to 4:00 PM Monday through Friday. If Night Time Lane Closure is required by TxDOT, the times are from 8:00 PM to 5:00 AM Sunday Evening through Friday morning.

The minimum clearance's for aerial lines within the state ROW are as follows:

Communication and CATV lines shall be eighteen feet 18'.

Power lines twenty-two feet 22'.

Bridges and roadways with grade separation require thirty feet 30'.

All poles, cable closures, and risers for underground utilities shall be located within eighteen inches (18") of the right-of-way line.

No guy wires shall be set in the right-of-way farther than three feet (3') from the property line.

Pole installations shall not exceed twenty-four inches (24") from the right-of-way line to the centerline of pole. The base of the pole and or where the pole enters the ground should not exceed 36".

Damaged or missing monuments, signs, or right-of-way markers, must be repaired or replaced at the expense of the utility company or their contractor. If this work is not done within a timely manner and to our standards, TxDOT will correct the deficiency and bill the utility for all associated expenses incurred.

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: November 21, 2016
CobbFendley Job: 1403-088-03
Re: Seward Junction SE
Charter Spectrum Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Charter Spectrum's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ As Requested

☐ For Your Use

☐ For Review & Comment

Received

NOV 21 2016

HNTB Corporation
Round Rock

Mr. Church:

Please see the attached Charter Spectrum's Utility Agreement Package for the above project, we have reviewed and approved it in the amount of \$21,869.00.


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:** 12/06/2016

Discuss consider and take appropriate action on the Williamson County Landfill Annual Report

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the Williamson County Landfill Annual Report for fiscal year 09-01-2015 to 08-31-2016

Background

Fiscal Impact

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

AttachmentsLandfill Annual report FY 09-01-2015 to 08-31-2016

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Date

11/30/2016 10:42 AM

Started On: 11/29/2016 03:29 PM



Williamson County Recycling and Disposal Facility

Annual Report
9/01/2015 to 8/31/2016

Williamson County Landfill
Operation Agreement
Section 4.4 (a)



Solid Waste Disposal

Material Collected	Volume (tons)
Landfilled Waste	362,430
Diverted Waste (Brush)	4,390

Landfill Site Improvements



South Slope View from
Chandler Road



West Slope Erosion
Control Drain



North Slope Vegetation

Landfill Gas Collection Improvements 2016

- Installed seven vertical landfill gas extraction wells
- Installed one horizontal landfill gas collector
- Installed an 18 inch header pipe along north and west portion of landfill
- Installed one 18 inch and one 24 inch condensate collection sump



Planned Improvements

- ▶ Construct next disposal cell
- ▶ Construct new internal road to access next disposal area
- ▶ Add landfill gas extraction wells, as needed
- ▶ Add additional weigh scale for outbound vehicles
- ▶ Widen pavement adjacent to gate house

NO COST TO THE COUNTY!

Recycle Center (Household Products)

LATEX PAINT

USED MOTOR OIL

ANTIFREEZE/COOLANT

APPLIANCES

SCRAP METAL

PLASTIC

PAPER

ALUMINUM

CARDBOARD

ELECTRONICS

Williamson County Residents Only
No Commercial Business Items

6,046 Recycle Center Visitors

Scrap Metal (lbs.)	1,370,000
Plastic (lbs.)	17,580
Paper (lbs.)	17,500
Cardboard (lbs.)	92,000
Electronics (lbs.)	42,000
Household Batteries (lbs.)	366
Used Oil (gals)**	1,212
Paint (gals)	842
Appliances	498

Household Hazardous Waste Collection Events

October 17, 2015
Central Maintenance Facility



April 30, 2016
Gupton Stadium

Household Hazardous Waste Event Totals



Vehicle Count	1,299
Household Chemicals (lbs.)	70,839
Used Motor Oil (gallons)	1,035
Used Oil Filters (lbs.)	275
Antifreeze (gallons)	105
Automobile Batteries	58
Electronics (lbs.)	10,396

Pollinator Garden



Williamson County
Native Plant
Society

Good Water Chapter
Texas Master
Naturalists



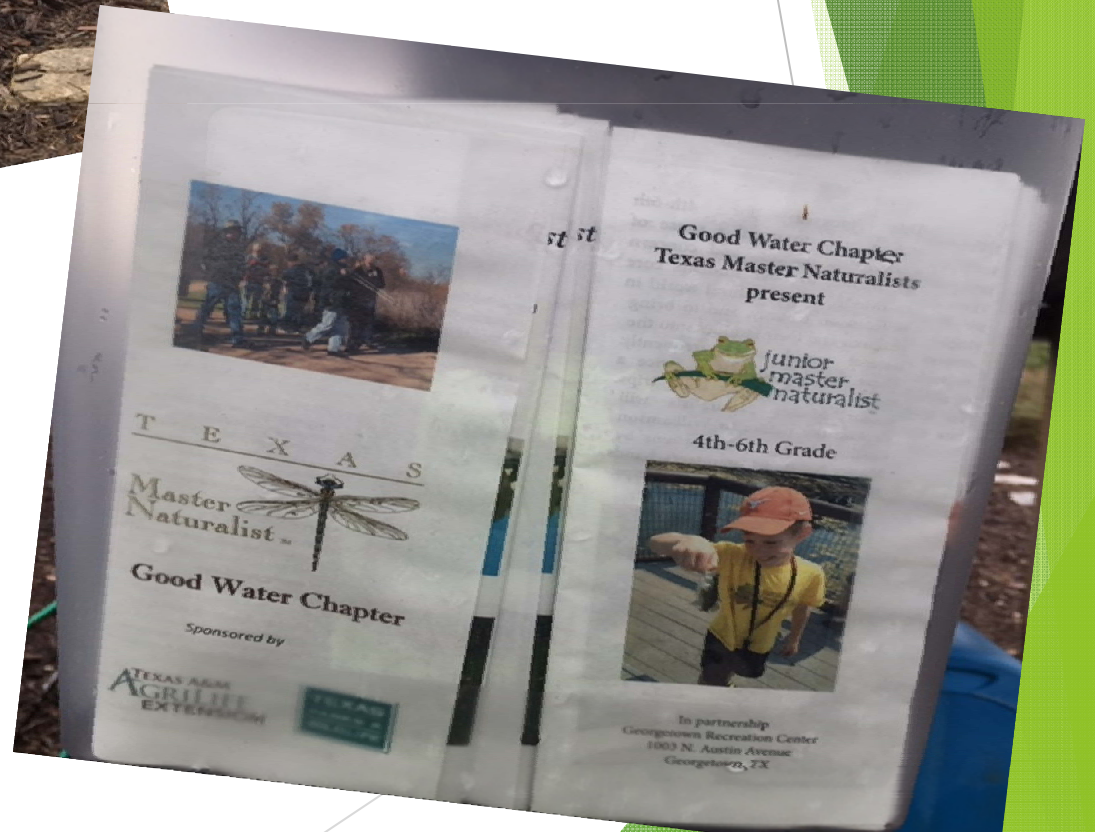
IN MEMORY



Certified Wildlife Habitat



Information Brochures



Educational Opportunities

- Extensive Education Program
 - Recycling Center and Landfill tours
 - School visits and classroom participation

Cottonwood Creek Elem



Ray Elementary



Community Involvement

Maintain participation with local civic and charitable organizations



Don't mess with Texas

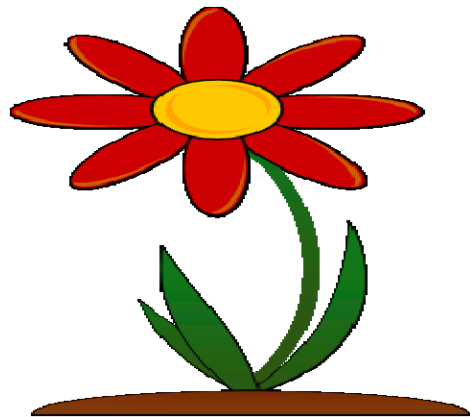
TRASH-OFF

APRIL 9, 2016



Landscape Mulch

- ▶ Trees, Brush, Limbs, and other Vegetation are recycled by chipping and grinding into mulch.
- ▶ Mulch is offered to Williamson County residents, free of charge.



Christmas Tree Recycling Free for Wilco Residents

- ▶ December 26th thru January 14th
- ▶ No trees with flocking or tinsel
- ▶ No trees with stands attached
- ▶ No artificial trees
- ▶ No trees with decoration



Commissioners Court - Regular Session**21.****Meeting Date:** 12/06/2016

Roadway Construction, Phasing and Vacation 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 Roadway Construction, Phasing and Vacation Agreement with Larkspur Community Development Inc. and Williamson County Municipal Utility District no. 32 regarding the Bar W Ranch project.

Background

Fiscal Impact

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

AttachmentsRoadway Construction Phasing and Vacation Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Date

11/30/2016 10:42 AM

Started On: 11/29/2016 04:05 PM

ROADWAY CONSTRUCTION, PHASING AND VACATION AGREEMENT

This Roadway Construction, Phasing and Vacation Agreement (this "Agreement") is entered into between **WILLIAMSON COUNTY, TEXAS** (the "County"); **LARKSPUR COMMUNITY DEVELOPMENT, INC.**, a Texas corporation (the "Developer"); and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 32** (the "District"). The District is entering into this Agreement as managing district for itself and Williamson County Municipal Utility District No. 31 (collectively, the "Participating Districts"). In this Agreement, the County, the Developer and the District are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Developer is in the process of developing a master-planned development to be known as Larkspur in the area of the County depicted on the attached **Exhibit A** (the "Development"); and

WHEREAS, both the general public and the Developer will benefit if the County, the Participating Districts and the Developer cooperate in order to expedite the construction of an arterial roadway from Highway 183A to the Development's boundary with the adjoining property, locally known as "Bar W Ranch" ("Bar W Ranch"), as shown on the attached **Exhibit B-1** (the "Project"); and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way for the Project within the boundaries of the Development and to design and construct or cause to be constructed the northern two lanes of and one-half of the median for the Project, as shown on **Exhibit B-2** (the "Developer's Project"), as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other one-half of the median and the southern two lanes of the Project (the "Remainder Project"); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

In consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. The Project; Subdivision Road Standards. The Project will be a divided

four-lane arterial roadway located within 120 feet of right-of-way.

(a) The Project will include the following features:

- (i) Four 12-foot wide travel lanes;
- (ii) A 20-foot median (the "Median"); and
- (iii) Erosion/sedimentation controls, revegetation, and stormwater management during construction as required by the Texas Commission on Environmental Quality ("TCEQ"); however, no water quality or detention improvements will be required.

(b) The County agrees that other subdivision roads in the Development may be constructed to the following standards:

- (i) Local street sections may be 30 feet in width, measured from face of curb to face of curb; and
- (ii) One and one-half inches of asphalt may be used on local street sections if recommended by the Developer's geotechnical engineer.

(c) The County will cooperate with the Developer to obtain Texas Department of Transportation approval of an alignment for the Project that facilitates a roadway entry alignment with Whitewing Drive at its intersection with US Highway 183, as depicted on the attached Exhibit "B-3". The alignment of the Project with the roadway from Bar W Ranch will be as set forth on the attached Exhibit "B-4".

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The Developer agrees to give written notice to the County when the development of the portion of Bar W Ranch that includes the connection to the Project is commenced.

Section 2. Roadway Beautification Project. The County acknowledges that the Developer has caused the creation of the Participating Districts to serve the Development and that the District will serve as the managing district on behalf of the Participating Districts in connection with the Developer's Project. The County agrees that the Developer and/or the District on behalf of the Participating Districts may construct utilities, sidewalks, subdivision walls, lighting and landscaping improvements within the portion of the Median included in the Developer's Project and in the right-of-way for the Remainder Project (collectively, the "Roadway Beautification Project") either simultaneously with the construction of each phase of the Developer's Project or thereafter. The County agrees to grant the Developer or the District a license agreement that authorizes the installation and maintenance of all or a portion of the Roadway Beautification Project. Any such license agreement will require that the licensee carry at least \$1,000,000 in liability insurance that provides coverage for liability arising out of

the Roadway Beautification Project and names the County as an additional insured.

Section 3. District Road Powers. The County acknowledges that the Participating Districts have the power, under Section 54.234, Texas Water Code, and Article III, Section 52, Texas Constitution, to design, construct, finance, issue bonds for and convey to the State, the County or a municipality for operation and maintenance, a road or improvement in aid of a road (the "Road Powers"). The County agrees to cooperate with the Developer and the District to allow the construction of the Developer's Project in a manner that enables the Developer to receive reimbursement of its costs of such design and construction from the Participating Districts to the maximum extent permitted by applicable rules of the TCEQ. The County further acknowledges that, pursuant to the District's enabling legislation, Chapter 7935, Special District Local Laws Code (the "Enabling Legislation"), the Developer's Project will be conveyed to the County for ownership, operation and maintenance. The Developer's Project constitutes a portion of the east-west arterial roadway referenced in the Enabling Legislation and, accordingly, will be maintained by the County.

Section 4. Design of the Developer's Project.

(a) The Developer, on behalf of the District, will retain Brown & Gay Engineers, Inc., or another engineer selected by the Developer and the District and approved by the County (the "Project Engineer"), to prepare the design for the Developer's Project. The Developer will advance and pay the fees and charges of the Project Engineer.

(b) The design of the Developer's Project will be subject to approval by the District, the County and all other governmental agencies with jurisdiction. The County agrees to review the plans and specifications for the Developer's Project and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission of the plans and specifications to the County.

Section 5. Designated Representatives. The County, the District and the Developer each designate the individual specified below (each, a "Designated Representative") to represent it and to act on its behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and any Party may rely on the decisions and representations made by another Party's Designated Representative with respect to the subject matter of this Agreement, except as provided by Section 10(d), below. Each Designated Representative may designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: County Engineer

Address: 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

District: Brian Williams

Address: 700 North MoPac, Suite 330
Austin, Texas 78731

Developer: Project Manager

Address: 9111 Jollyville Road, Ste. 111
Austin, Texas 78759

The Project Engineer will report regularly to, and cooperate and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will be required to cooperate and coordinate with one another, including meeting with and reporting information to one another regarding the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work product associated with the Project.

Section 6. Construction and Acquisition of the Developer's Project.

(a) The Developer's Project will be constructed in phases as adjoining portions of the Development are completed.

(b) The Developer's Project is a public road construction project and will be constructed and all easements, equipment, materials and supplies acquired in the name of the District. The Parties acknowledge and agree that all tangible personal property to be purchased for use in construction of the Developer's Project and all taxable services to be performed for the design, management and construction of the Developer's Project are subject to the sales tax exemption provisions of Section 151.311 of the Texas Tax Code. The District agrees to provide its taxpayer identification number and any other information reasonably required to obtain an exemption of sales tax for the Developer's Project and the labor and materials incorporated into the Developer's Project upon the Project Engineer's request.

(c) Within 10 days after execution of a construction contract for the Developer's Project (the "Construction Contract"), the Developer will provide the District with a copy of the executed Construction Contract and any related documents, including insurance certificates, that name the District as an additional insured, and payment and performance bonds in compliance with Chapter 2253, Texas Government Code. The Developer will also provide copies of any subsequent documents amending or replacing the Construction Contract or any related documents; however, no change orders to the Construction Contract as approved by the District may be made without the District's approval, which will not be unreasonably withheld or delayed. The Developer will also obtain from the contractor under the Construction Contract (the "Contractor") and provide to the District a collateral assignment of the Developer's rights under the Construction Contract that authorizes the District to exercise the Developer's rights under the Construction Contract and to complete the Developer's Project if the Developer fails to do so as provided in this Agreement. No fiscal posting will be required from the Developer in connection with the Developer's Project.

(d) The Developer acknowledges that the District, as a political subdivision of the State of Texas, is subject to the provisions of Chapter 2258, Subchapter B, of the Texas Government Code, pertaining to prevailing wage rates. The Contractor will be required to pay not less than the prevailing wage rates established by the County to workers employed by it in the execution of the Construction Contract, and to comply with all applicable provisions of Chapter 2258, Subchapter B, Texas Government Code, including the recordkeeping required therein. Further, the Contractor will be required to certify in writing that it provides worker's compensation insurance coverage for each employee of the Contractor employed on the Developer's Project, and to obtain a certificate from each subcontractor, relating to the coverage of the subcontractor's employees, in accordance with Section 406.096, Texas Labor Code. The Contractor will be required to implement and maintain all customary or necessary safety precautions and programs in connection with the construction of the Developer's Project.

(e) Subject to its rights to be reimbursed by the Participating Districts, upon commencement of construction of Developer's Project, the Developer will: (i) construct, and require its contractors and subcontractors to diligently pursue construction of, the Developer's Project in a good and workmanlike manner and, in all material respects, in accordance with the plans and specifications and all applicable laws, regulations, and ordinances, including all laws and regulations applicable to the District and (ii) make timely payment for all materials received and work properly performed under the Construction Contract, subject to any applicable retainage requirements and amounts withheld due to improper work or punch list items.

(f) The Project Engineer will:

- (i) provide the County with all existing geotechnical surveys, topographic surveys, and right-of-way boundary exhibit/control maps for the Developer's Project;
- (ii) provide all existing feasibility or environmental impacts or assessments or studies and permits or approvals required by applicable federal, state, or local law, including those for noise, trees, archaeological or historical sites, wetlands, stormwater, endangered species, or similar resources for the Developer's Project;
- (iii) provide all engineering design for construction of the Developer's Project in compliance with the County's standards applicable to roads of the same type and classification as the Developer's Project, subject to any modification set forth in this Agreement or approved by the County, including utility and infrastructure relocations or adjustments, preparation of final plans and specifications, construction cost estimates, and other supporting documentation, which will be in a form that can readily be used in preparation of the Construction Contract documents;

- (iv) prepare and submit to the County for approval plans and specifications for the Developer's Project in compliance with the County's standards applicable to roads of the same type and classification as the Developer's Project and ensure that the plans and specifications are accompanied by appropriate engineering reports as required by the County pursuant to its standards applicable to roads of the same type and classification as the Developer's Project;
- (v) within five business days of receipt, review and approve or take other appropriate action regarding shop drawings and samples, requests for information, the results of tests and inspections, and other data that the Contractor is required to submit; provided, however, that, for structural or geotechnical items, the applicable review and approval period will be ten days;
- (vi) determine the acceptability of any substitute materials and equipment proposed by the Contractor; receive and review for general content as required by the applicable specifications: maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection that are to be provided by Contractor in accordance with the Construction Contract; prepare or review change orders; and design any necessary engineering changes;
- (vii) approve all pay estimates submitted by the Contractor and certify them as correct;
- (viii) maintain master job files of correspondence, reports of conferences, shop drawings, samples, reproductions of the applicable plans and specifications, change orders, addenda, daily inspection reports, additional or revised drawings, and other construction documents related to the Developer's Project, which will be available for inspection by the County at all times;
- (ix) periodically inspect the Developer's Project during construction;
- (x) reject all work and materials found not to conform to minimum requirements of the Construction Contract and the plans and specifications and, in consultation with the County, ensure that defects are corrected or remedied;
- (xi) respond to the County in writing within three business days to advise the County of the remedies that will be effected to correct any defects brought to the attention of the Project Engineer by the County or otherwise brought to the attention of the Project Engineer;

- (xii) attend the final inspection of each portion of the Developer's Project in the presence of the County inspector; transmit a list of any items to be completed or repaired to the County and the Contractor; and verify the Contractor's correction of the same; and
- (xiii) upon completion of the Developer's Project, make any changes to the plans and specifications required to reflect field changes and, after verifying that the revised plans reflect, to the best of his knowledge and belief, actual conditions, submit record drawings of the Developer's Project to the District and the County.

All work product produced by the Project Engineer will meet customary professional standards applicable to the work product or the Developer's Project, as reasonably determined by the County, and is subject to approval by the County based on cost effectiveness, sound engineering principles and practices, and applicable legal requirements, which approval will not be unreasonably withheld, conditioned or delayed.

(g) The Developer will:

- (i) manage construction of the Developer's Project, and make monthly reports to the Parties on the progress of construction and the amounts paid to the Contractor;
- (ii) submit all proposed changes to the plans and specifications and change orders to the Construction Contract to the District for approval at least five business days prior to approving or executing them;
- (iii) arrange and coordinate materials testing with the Contractor through an independent materials testing lab and provide the Parties with all testing information within three business days of receipt;
- (iv) arrange and observe with the Contractor all acceptance testing for the Developer's Project;
- (v) upon substantial completion of the Developer's Project, provide the Parties with a certificate of substantial completion for the Developer's Project prepared by the Project Engineer, together with copy of the notice to the Contractor of observed items requiring completion or correction;
- (vi) permit the County to inspect the construction of the Developer's Project at all reasonable times during construction until final acceptance of the Developer's Project by the County; and

- (vii) coordinate the final inspection of the Developer's Project with the County's inspectors.

Section 7. Inspection. Inspections and certifications will be conducted in accordance with standard County policies, procedures, and requirements. The County will notify the Developer and Project Engineer in writing if any inspection reveals that any part of the Developer's Project is not constructed or completed in accordance with the plans and specifications or this Agreement or is otherwise materially defective, and this notice will specifically detail any deficiencies. If an inspection indicates that work or material may not comply with the plans and specifications or the requirements of this Agreement, the County may require the Contractor to suspend work until the County is satisfied any defect is or will be remedied.

Section 8. Completion of Developer's Project.

(a) The Project Engineer will prepare a written notice of substantial completion and forward the notice to the Developer, who will submit the notice to the County. The County will conduct a final inspection of the Developer's Project within five business days after receiving written notice of substantial completion from the Developer, subject to any weather-related delays. If completed in accordance with the terms of the plans and specifications and this Agreement in all material respects, the County will certify the Developer's Project as being in compliance and issue a notice of final acceptance to the Developer.

(b) Upon final acceptance of the Developer's Project by the County, all warranties for the Developer's Project and the plans and specifications will be transferred to the County and the Developer will execute any documents reasonably required to evidence such assignment. The Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Developer's Project for two years following acceptance by the County. The Developer must provide the County with a two-year Contractor's warranty bond as a condition to final acceptance of the Developer's Project, which will be in a form approved by the County, such approval not to be unreasonably withheld or delayed.

Section 9. County Vacation of County Road 267.

(a) The County agrees, within 60 days of the date of the County's approval of this Agreement, to vacate the portions of County Road 266/267 depicted on the attached **Exhibit "C"**, which vacation will be effective (a) in phases, upon (1) recordation of a final plat containing the portion of County Road 266/267 to be vacated and the roadway segment depicted on **Exhibit "C"** that will replace the portion of County Road 266/267 to be vacated (the "Replacement Segment"), and (2) completion of construction of each Replacement Segment, or (b) in total, at such earlier time as Williamson County Emergency Services District No. 4 approves the total vacation of such portions of County Road 266/267.

(b) In conjunction with the vacation described in Subsection (a), the Developer agrees:

- (i) To install additional advanced signage on CR 259 and Highway 29, to notify the public of the road closure;
- (ii) To install a temporary turnaround at the northern property line of the Development;
- (iii) To proceed with the demolition the portion of CR 266/267 to be vacated and the construction of the Replacement Segment in accordance with construction plans approved by the County.

The County agrees that the Developer may remove the temporary turnaround described in (ii) above upon completion of the Replacement Segment, and that no permit or approval for such removal will be required.

Section 10. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County:	Williamson County, Texas 3151 SE Inner Loop, Suite B Georgetown, Texas 78626 Attention: County Engineer
Developer:	Caughfield Ranch, Ltd. 9111 Jollyville Road, Ste. 111 Austin, Texas 78759
District:	Williamson County Municipal Utility District No. 32 c/o Armbrust & Brown, PLLC 100 Congress Avenue, Suite 1300 Austin, Texas 78701

A Party may change its address for purposes of notice by giving at least five days' written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding the Project, but does not supersede or amend any Road Improvements Construction and

Reimbursement Agreement between the Developer and the Participating Districts or any cost sharing agreement between the Participating Districts, as amended from time to time, or affect the Participating Districts' obligations thereunder. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County. No official, representative, agent, or employee of the District has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the board of directors of the District.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek a writ of mandamus or specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than the Parties.

(l) This Agreement may be signed in any number of multiple counterparts which, when taken together, constitute one agreement enforceable against all parties. Additionally, for purposes of facilitating the execution of this Agreement the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts and a facsimile signature or a signature sent by electronic mail will be deemed to be an original signature for all purposes.

(m) The following exhibits are attached to and incorporated into this Agreement for all purposes:

- | | | |
|---------------|---|---|
| Exhibit "A" | - | The Development |
| Exhibit "B-1" | - | The Project |
| Exhibit "B-2" | - | Developer's Project and County's Project |
| Exhibit "B-3" | - | Whitewing Dr. alignment |
| Exhibit "B-4" | - | Bar W Ranch alignment |
| Exhibit "C" | - | Depiction of portion of CR 266/267 to be vacated and Replacement Segments |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on the date or dates indicated below, to be effective as of the date the last Party signs.

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

LARKSPUR COMMUNITY DEVELOPMENT,
INC., a Texas corporation

By: 
Garrett S. Martin, President

Date: 11-22-16

VSS

WILLIAMSON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 32

By: _____
Kevin Reynolds, President
Board of Directors

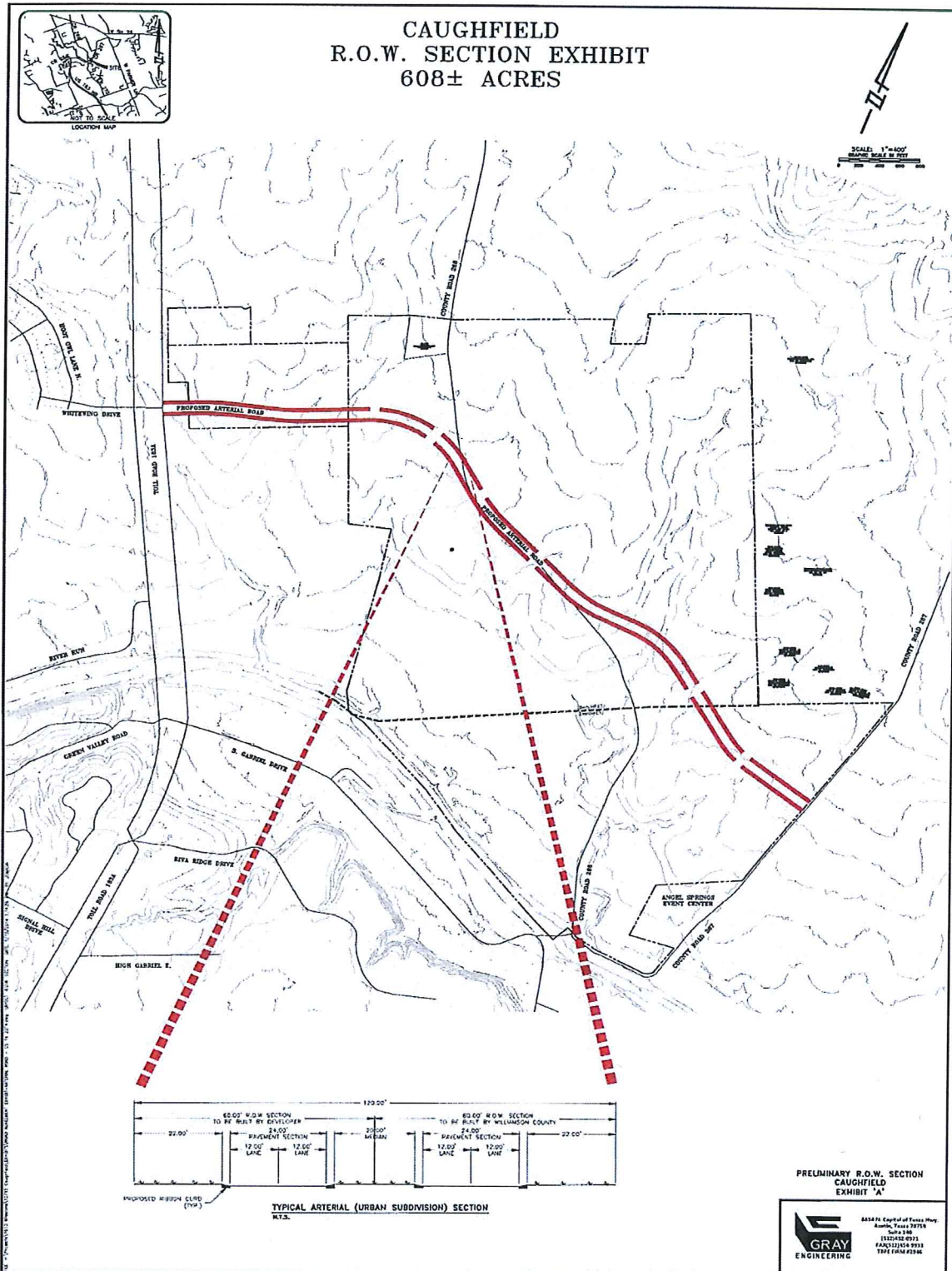
Date: _____

CAUGHFIELD
PRELIMINARY PLAN
OVERALL



EXHIBIT B-1

CAUGHFIELD R.O.W. SECTION EXHIBIT 608± ACRES



FILE: \\projects\1816 Wilshire\18113 Computer\ENRGT\PCO AGREEMENT EXHIBIT-WILSHIRE ROAD - 09-10-2014.dwg LAYOUT: TYPICAL R.O.W SECTION DATE: 5/13/2014 3:13:25 PM BY: JAWON



GRAY
ENGINEERING

2414 N. Capital of Texas Hwy.
Austin, Texas 78718
Sub: 100
(512) 453-0071
(409) 512-4544-9533
TIME 17M 92544

EXHIBIT B-3

CAUGHFIELD 183A INTERSECTION 608± ACRES

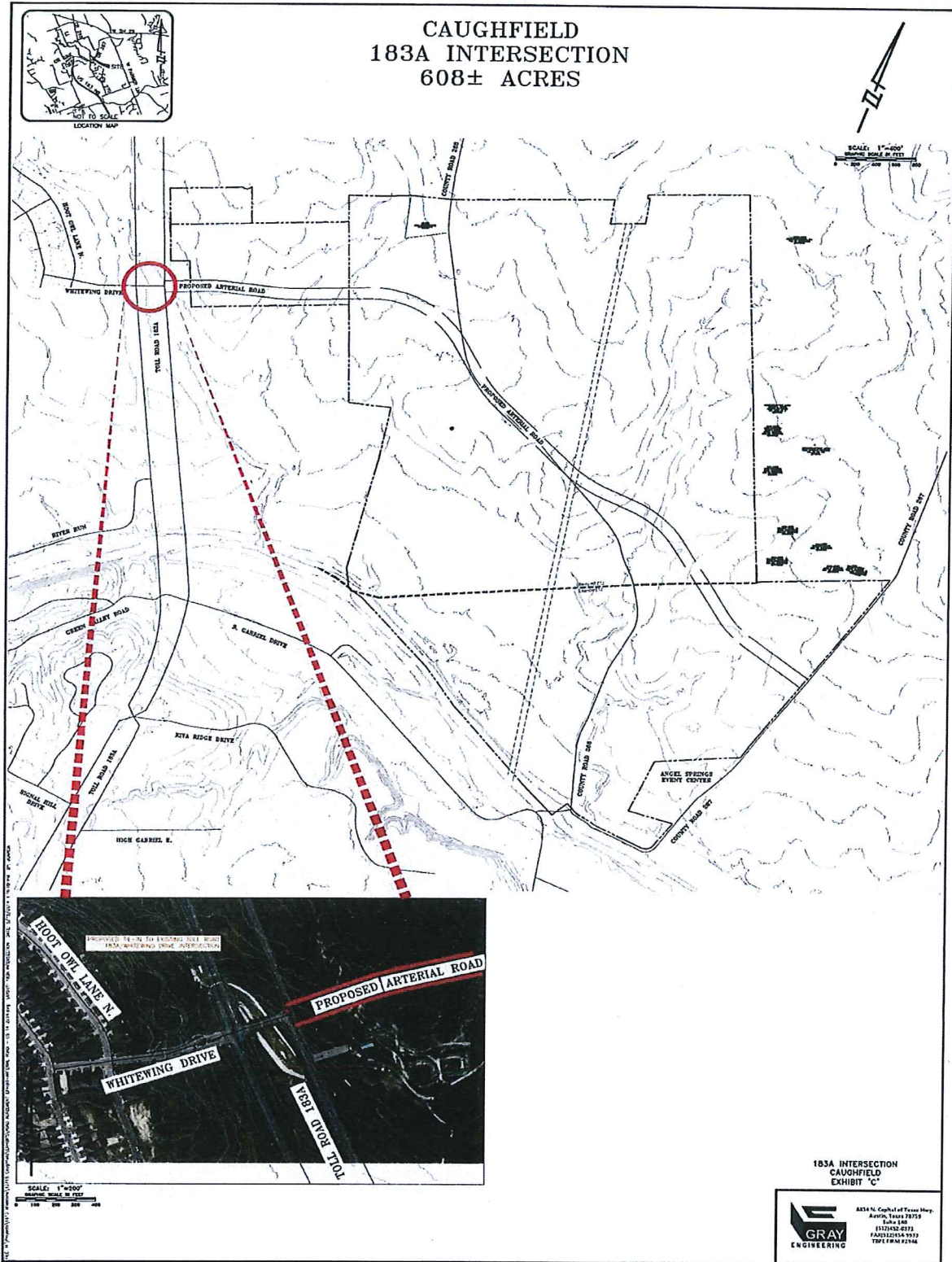


EXHIBIT B-4

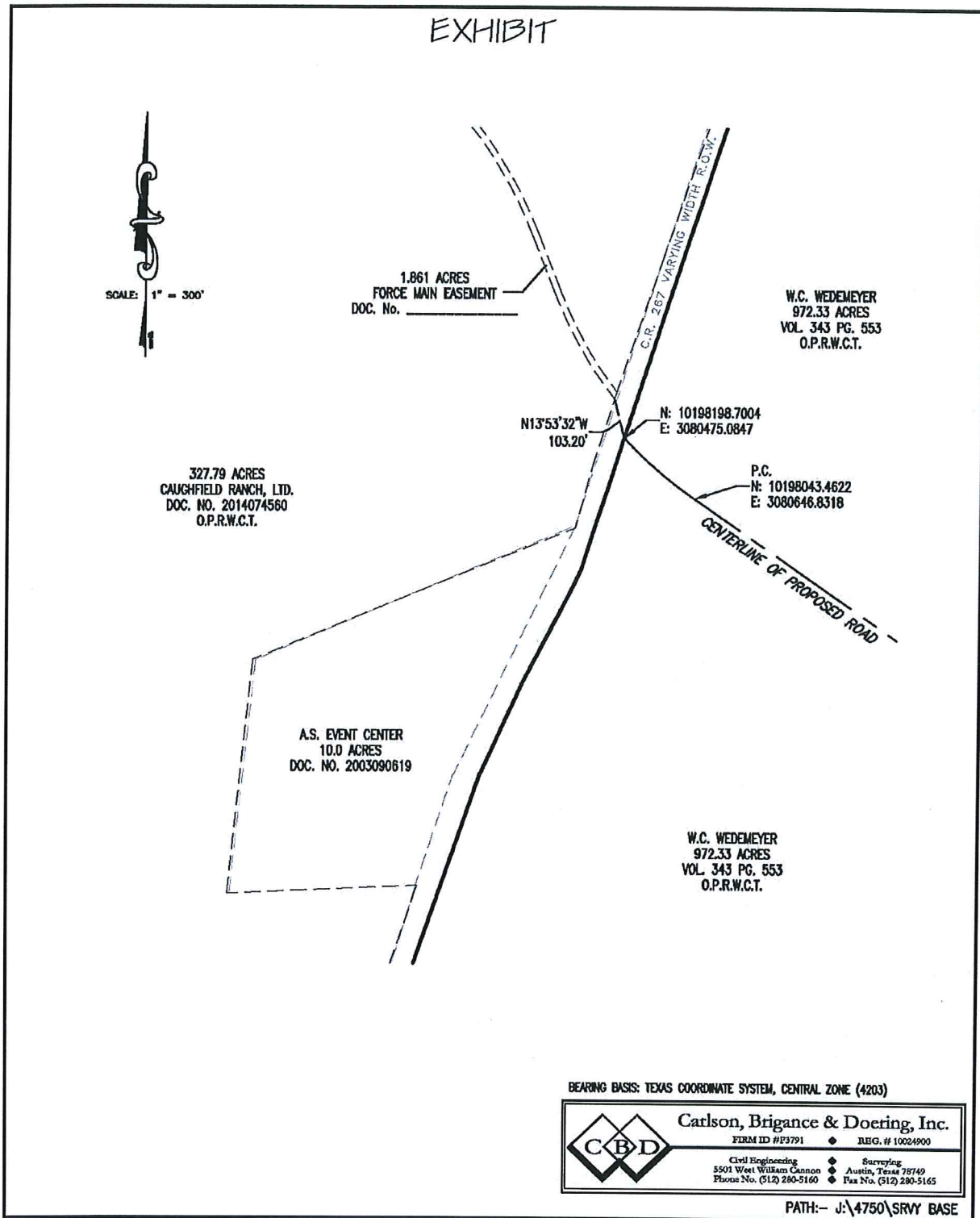
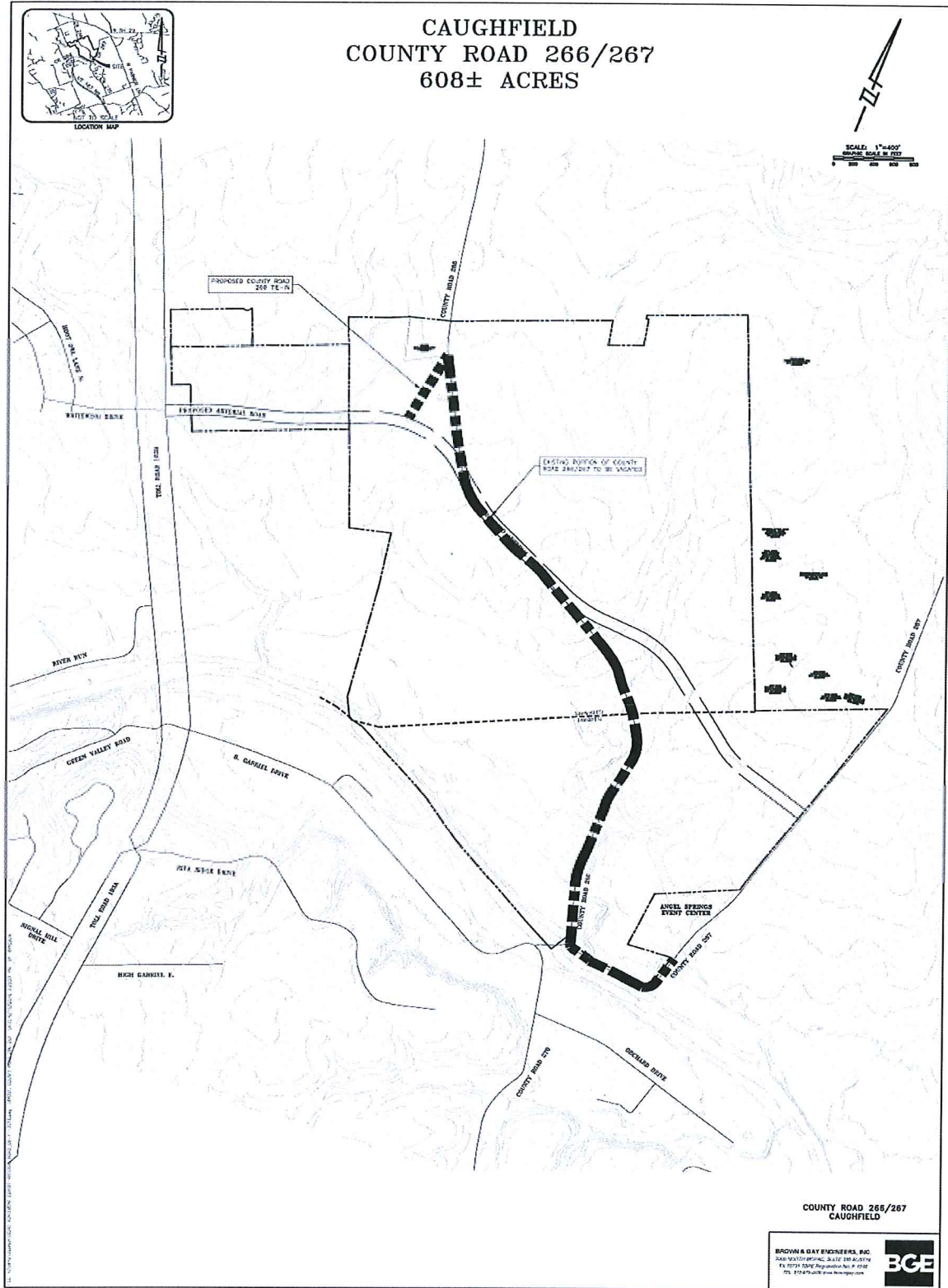


EXHIBIT C

CAUGHFIELD COUNTY ROAD 266/267 608± ACRES



Commissioners Court - Regular Session**22.****Meeting Date:** 12/06/2016

CR 138 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 Michael and Patricia Giesen for 4.627 AC on CR 138.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsGiesen Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 12/01/2016 09:00 AM



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Michael W. Giesen

Patricia A. Giesen

Address: 175 CR 138, Hutto, TX 78634

Phone: (512)217-1552

E-mail: mikegiesen@sbcglobal.net

Fax: _____

Other: _____

Buyer: Williamson County

Address: 710 Main Street, Georgetown, TX 78626

Phone: (512)943-1100

E-mail: charlie@scrllaw.com

Fax: _____

Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Williamson County, Texas at

175 CR 138, Hutto, TX 78634

(address) and that is legally described on the attached Exhibit A or as follows:

AW0675 - WALLING, N.D. SUR., ACRES 4.627

B. Seller will sell and convey the Property together with:

(1) all buildings, improvements, and fixtures;

(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;

(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;

(4) Seller's interest in all licenses and permits related to the Property;

(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;

(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and

(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: all fixtures and personal property

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 1,060,000.00

B. Sum of all financing described in Paragraph 4 \$ _____

C. Sales price (sum of 3A and 3B) \$ 1,060,000.00

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$20,000.00 as earnest money with Independence Title Company (title company) at 203 W. Main, Ste A, Pflugerville, TX 78660 (address) Connie Wooster (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
- (1) Seller, ~~at Seller's expense~~, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 3 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 3 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller N/A (*insert amount*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 3 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within _____ days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within _____ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☐ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☐ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;

- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Don Quick & Associates, Inc.

Cooperating Broker: _____

Agent: Charles Harvey/Michael Sanchez

Agent: _____

Address: 1000 N IH 35, Suite A
Round Rock, TX 78681

Address: _____

Phone & Fax: (512)255-3000 (512)310-0441

Phone & Fax: _____

E-mail: charles@donquick.com

E-mail: _____

License No.: 347889

License No.: _____

Principal Broker: (Check only one box.)

Cooperating Broker represents Buyer.

- ☒ represents Seller only.
- ☐ represents Buyer only.
- ☐ is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

Cooperating Broker a total cash fee of:

☐ _____ % of the sales price.

☐ _____ % of the sales price.

☐ _____

☐ _____

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ _____ days after the expiration of the feasibility period.
 - ☒ December 16, 2016 (specific date).
 - (2) 7 days after objections made under Paragraph 6D have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

Buyer shall grant Seller a period of up to 90 days from closing to vacate and remove all personal property from the property.

Buyer shall pay ALL closing costs associated with the sale of the Property, including Seller's Title Policy and Broker's Fee of 3.0% of total sales price.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:**A. Prorations:**

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.**C. Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.**15. DEFAULT:****A.** If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or*(Check if applicable)*☒ **enforce specific performance, or seek such other relief as may be provided by law.****B.** If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:**A.** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
- ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
- ☐ (4) Commercial Property Condition Statement (TAR-1408);
- ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);

- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☒ (10) Information About Brokerage Services (TAR-2501); and
- ☐ (11) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To

determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on November 30, 2016, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Michael W. Giesen

Buyer: Williamson County

Patricia A. Giesen

By: _____

By: _____

By (signature): Michael W. Giesen

By (signature): _____

Printed Name: MICHAEL W. GIESEN

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): Patricia A. Giesen

By (signature): _____

Printed Name: PATRICIA A. GIESEN

Printed Name: _____

Title: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: Charles Crossfield

Address: _____

Sheets & Crossfield, P.C.

Phone & Fax: _____

Address: 309 E. Main St.

Round Rock TX 78664

Phone & Fax: (512)255-8877 (512)255-8986

E-mail: _____

E-mail: charlie@scrllaw.com

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☒ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

Commissioners Court - Regular Session**23.****Meeting Date:** 12/06/2016

CR 110 South Settlement 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 Rule 11 and Settlement Agreement with Mustang Storage LLC for right of way needed on CR 110 South (Parcel 26S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRule 11 and Settlement Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:51 AM

Started On: 12/01/2016 09:52 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

November 30, 2016

RULE 11 AND SETTLEMENT AGREEMENT

Christopher M. Clough
Sejin C. Brooks
Barron, Adler Clough & Oddo
808 Nueces Street
Austin, Texas 78701

Re: Cause No. 16-1089-CC2
Williamson County, Texas v. Mustang Storage, LLC, et. al.
CR 110—Parcel 26

Dear Chris & Sejin:

This letter will constitute a Rule 11 and Settlement Agreement between Williamson County, Texas (“County”) and Mustang Storage, LLC (“Mustang”) pursuant to the Rules of Civil Procedure in connection with the above-captioned case and the property to be acquired as part of the CR 110 construction project. The terms of this Rule 11 agreement and the settlement reached are follows:

1. County agrees to pay, and Mustang agrees to accept, the total sum of \$2,400,000.00 for the 0.555 acre of fee simple right of way (Parcel 26) and the temporary right (if such becomes necessary) to enter the remaining property of Mustang solely for the purpose of removing any improvements bisected by the acquisition, sought to be acquired in this condemnation suit as set out in Plaintiff’s Original Petition and any amendments on file in this cause, any improvements contained within the right of way, and any damages to or costs for reconfiguration of the remaining property of Mustang.

The parties agree that an Agreed Judgment in this amount shall be entered within fourteen (14) days after the completion of the improvement demolition obligations of Mustang as set out herein. The form of the Judgment shall be as shown in Exhibit “A” attached hereto and incorporated herein.

2. Pursuant to the direction of an Award of Special Commissioners previously filed in this case, County has deposited the amount of \$2,200,000 into the registry of the Court, which amount has been withdrawn by Mustang. Therefore, County agrees to pay the remaining sum of \$200,000 directly to Mustang within 21 days after the entry of the Agreed Judgment as set out herein, by issuing a check or warrant payable to "Barron, Adler Clough & Oddo, LLP as trustee for Mustang Storage LLC".

The above payment is contingent upon the requirement that prior to the entry of the Judgment as described herein, Mustang shall either (1) obtain signatures for all additional defendants which indicate their agreement in the form and substance of the Judgment document; or (2) obtain an executed Disclaimer of Interest suitable for filing from all additional defendants. In the event that these conditions are not met then County shall make the final compensation payment jointly payable to Mustang and any remaining defendants.

3. As additional compensation and consideration for the settlement and completion of this case, and as a prerequisite to the entry of the Agreed Judgment identified herein, Mustang agrees that it shall cause any existing above ground improvements, including building slabs, to be demolished and removed from the Property which is sought to be acquired herein. The demolition work described herein shall be completed on or before January 31, 2017, subject to extensions from County in writing.

If the demolition work described herein is not undertaken and completed by Mustang by the date as set out herein, County (1) shall have the right to enter the remaining property of Mustang as necessary to carry out the demolition of any improvements bisected by the acquisition of the Property acquired in this case, and for cutting any additional improvements which are retained by Mustang at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvement; and (2) upon completion of the demolition work by the County shall reduce the sum due and owing in full and final satisfaction of the proposed Judgement to \$100,000.00.

If this letter sets forth the terms of our Rule 11 agreement and the settlement reached between the State and Sovran, please so indicate by executing this letter in the space indicated below on behalf of Sovran.

Very truly yours,

Don Childs
Sheets & Crossfield, P.C.

AGREED AND ACCEPTED:

Christopher M. Clough
Sejin C. Brooks
Barron, Adler, Clough & Oddo
Attorneys for Mustang Storage, LLC

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

EXHIBIT "A"

CR110S—Parcel 26

CAUSE NO. 16-1089-CC2

WILLIAMSON COUNTY, TEXAS

Condemnor

V.

MUSTANG STORAGE, LLC and
ROUND TOP STATE BANK

Condemnees

§ IN THE COUNTY COURT AT LAW

§

§

§ NUMBER TWO OF

§

§

§

§ WILLIAMSON COUNTY, TEXAS

AGREED JUDGMENT

The parties to this lawsuit have agreed to compromise and settle the issues in this lawsuit and request the entry of this Agreed Judgment by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all of the provisions contained within this Judgment and desire to resolve this lawsuit,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 0.555 acre (Parcel 26S) of land in Williamson County, Texas, said property being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes, and as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about July 20, 2016, and any amendments thereto; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas and sulphur, of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, widening and/or maintaining improvements to CR110, and to perform associated public use and purposes; and

It is further ORDERED that in complete satisfaction of any and all claims which have been made or which could have been made in this litigation, including both the property to be acquired and any damages to any remaining property of MUSTANG STORAGE, LLC and ROUND TOP STATE BANK ("CONDEMNNEES"), that Condemnees shall recover from Condemnor the total sum of TWO MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$2,400,000.00), of which total amount:

1. TWO MILLION TWO HUNDRED THOUSAND AND 00/100 Dollars (\$2,200,000.00) was deposited by Condemnor into the Registry of the Court on or about October 18, 2016 pursuant to the Award of Special Commissioners filed in this cause on October 13, 2016, and which amount was withdrawn by Condemnee; and
2. TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00) is now due Condemnee MUSTANG STORAGE, LLC and owing from Condemnor in satisfaction of this Agreed Judgment, and shall be delivered by check or warrant payable to Barron, Adler, Clough & Oddo, LLP as Trustee for MUSTANG STORAGE, LLC, with delivery to Barron, Adler, Clough & Oddo, LLP, 808 Nueces Street, Austin, TX 78701. Post judgment interest on this sum shall accrue at the statutory rate if not paid within 30 days after entry of this Judgment.

It is further ORDERED that this Judgment shall be subject to any of the additional agreements between the parties contained within that certain Rule 11 and Settlement Agreement dated November 30, 2016, and on file among the papers of this Cause.

It is further ORDERED that all costs be assessed against the Condemnor.

This Judgment is intended by the parties to fully and finally dispose of all claims, parties and issues in this lawsuit.

SIGNED this _____ day of _____, 2016.

Judge Presiding

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

Don Childs
State Bar No. 00795056
Sheets & Crossfield, P.C.
309 East Main Street
Round Rock, Texas 78664
512/255-8877
512/255-8986 (fax)
don@scrrlaw.com
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

Christopher M. Clough
State Bar No. 24044802
Sejin C. Brooks
State Bar No. 24050046
Barron, Adler, Clough & Oddo, LLP
808 Nueces Street
Austin, Texas 78701
512/478-4995
512/478-6022 (fax)
clough@barronadler.com
Attorneys for Mustang Storage, LLC

ROUND TOP STATE BANK

By:_____

Printed Name:_____

Its:_____

Commissioners Court - Regular Session**24.****Meeting Date:** 12/06/2016

Forest North 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 Jerry McNair regarding the Forest North Drainage Improvements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMcNair Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:51 AM

Started On: 12/01/2016 09:58 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

www.sheets-crossfield.com

November 28, 2016

Jerry McNair
9409 Sherbrook St.
Austin, TX 78729-2735

Re: Forest North Drainage Improvements (the "Project")
9409 Sherbrook St. (WCAD Parcel #R062987) (the "Property")

Dear Mr. McNair:

This firm represents Williamson County (the "County") with respect to the Project. This letter (the "Letter Agreement") sets forth terms and conditions of the work to be performed by the County at the Property and the terms of payment by the property owner, Jerry McNair (the "Owner").

County and Owner hereby agree as follows:

1. Construction of the Project necessitates the reconstruction of a part of Owner's driveway at the Property (the "Improvements").
2. Owner authorizes County to make changes to the Project, for the benefit of Owner, as set forth in Exhibit "A", attached hereto and incorporated herein (the "Changes").
3. Owner grants County the right to enter the Property for the purpose of constructing the Changes.
4. County will construct the Changes in a good and workmanlike manner.
5. Owner shall pay to the County the sum of \$1,732.50 prior to commencement of construction of the Changes.
6. Neither this Agreement, nor any rights, duties, or obligations hereunder will be assignable by Owner.
7. This Agreement may be terminated by either party prior to the commencement of construction of the Improvements.
8. All communications shall be submitted to the following:

Owner: Jerry McNair
Address: 9409 Sherbrook St.
Austin, TX 78729

Phone: 512 713 4455

County: Williamson
Address: 9709 Sheehy
Austin TX 78729
Phone: 512 413 4455

Please acknowledge your acceptance below to the terms and conditions herein and return to me or _____.

Sincerely,

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

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Dan A. Gattis, County Judge

Date: _____

Jerry McNair

By:  _____

Date: 11, 28, 16

Commissioners Court - Regular Session**25.****Meeting Date:** 12/06/2016

SuddenLink agreement for 100MB Dedicated Internet Access (DIA)

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve a service agreement with Suddenlink for internet broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).

Background

This is a budgeted item in the IT budget. The connection will be used for large file transfer.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[SuddenLink Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 11/29/2016

Reviewed By

Wendy Coco

Date

11/29/2016 08:04 AM

Started On: 11/28/2016 03:26 PM

**Commercial Service Order & Agreement v3.0 8.31.2011**

Account Rep	Joe Bethany	System Address
Phone Number	979-676-3752	
Fax Number	866-670-1295	

Customer Information		Authorized Customer Representative	
Account Number		Full Name	Richard Semple, Director of Williamson County ITS
Legal Company Name	Williamson County Texas, a political subdivision of the State of Texas	Telephone	512-943-1489
Street Address	508 Rock St	Fax	
City/State/Zip	Georgetown, TX 78626	Email Address	
Billing Address	103 SE Inner Loop Rd, Suite 105	Federal Tax ID	
City/State/Zip	Georgetown, TX 78626	Requested Delivery Date:	ASAP
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
100 Mb of Dedicated Internet	1	\$1200	36	\$1200	\$0
PLUS , check if Applicable:					
<input type="checkbox"/> NetSecure Service (Addendum attached) including _____ (number) Nodes					
Totals		\$1200	36	\$1200	\$0
Equipment Charges					
Description	Quantity	Unit Price	Total Fee		

For phone & PRI customers: A) change my local and my intrastate and interstate long distance services provider to Suddenlink Communications
B) Unless outbound international calling is authorized by initialing of this provision, no international call may be completed by this/these numbers until such time that customer authorizes international calls to be allowed. _____ (initial here)

Special Conditions (for point to point and multipoint services, include the addresses of all circuit termination locations)	
<p>This new 100 Mb Dedicated Internet connection will be delivered out of the remaining optical port on the existing switch located at 1821 SE Inner Loop, Georgetown, TX.</p> <p>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.</p> <p>This language supersedes the language in paragraphs 3 & 4 on page two of this agreement.</p>	
Promotion Details	
NOTICE REGARDING 911 SERVICES While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.	
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.	
Customer Authorized Signature	Date
Judge Dan A. Gattis	Williamson County Judge
Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink")	Date
Print Name	Title

Commercial Service Agreement

TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at www.suddenlink.com.

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 5 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.
2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.
3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such

non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law. To the extent that any provision of this Agreement conflicts with Chapter 2251 of the Texas Government Code, Chapter 2251 of the Texas Government Code shall control.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website (www.suddenlink.com) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.
5. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. Customer may terminate this Agreement during a Renewal Term, for convenience and without cause, upon sixty (60) days written notice to Suddenlink. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.
6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.
7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities. If Suddenlink fails to comply with any material provision of this Agreement, then Customer, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon only the sums earned and accrued as of the date of Customer's termination shall become due and payable, and/or (ii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.
9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.
10. **Indemnity.** Suddenlink acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Suddenlink; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Suddenlink, for any reason whatsoever are hereby deemed void and deleted.
11. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).
12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.
13. **Dispute Resolution.** The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
14. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

15. **Appropriation of Funds by Customer.** Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Suddenlink Communications understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. If Customer fails to appropriate funds or if funds are not otherwise made available for continued performance by Customer for any funding year during the Term of this Agreement, succeeding the first funding period, the Agreement may be cancelled by Customer upon written notice thirty (30) days prior to the beginning of the funding year for which funds were not appropriated or otherwise made available. The effect of termination of the Agreement under this section will be to discharge both Suddenlink and Customer from future performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination.
16. **Right to Audit.** Suddenlink agrees that the representatives of the office of the Williamson County Auditor or other authorized representatives of Customer shall have access to, and the right to audit, examine, or reproduce, any and all records relating to Suddenlink's performance of the Services hereunder, provided that the Customer's right to audit such books and records are limited to the verification of invoice quantities to shipments and shipment receipts, upon advance notice and during normal business hours no more than once per calendar year. Audits shall be at the Customer's expense.
17. **Independent Contractors.** Both parties hereto, 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. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

18. **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 Customer, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Customer 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.
19. **Entire Agreement.** This Agreement, the tariffs, the documents referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CUSTOMER 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.

Commissioners Court - Regular Session**26.****Meeting Date:** 12/06/2016

bills

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

Information**Agenda Item**

Discuss, consider and take appropriate action approving payment to Almanza, Blackburn & Dickie, LLP for attorney's fees incurred by County Judge Dan A. Gattis in relation to representation of Judge Gattis during the trial phase of the case of Lloyd v. Birkman et al, Civil Action No. 1:13-cv-505, In The United States District Court For the Western District of Texas – Austin Division (Invoice # 32158 Attached to Item).

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Date

11/30/2016 10:42 AM

Started On: 11/29/2016 03:31 PM



ALMANZA, BLACKBURN, DICKIE, & MITCHELL LLP
— ATTORNEYS AND COUNSELORS AT LAW —

2301 S. Capital of Texas Highway, Building H
Austin, Texas 78746
Telephone: (512) 474-9486
Facsimile: (512) 478-7151

Invoice submitted to:
Commissioners Court of Williamson County
c/o Rebecca Clemons (RClemons@wilco.org)
Henry "Hank" Prejean (HPrejean@wilco.org)

November 04, 2016

In Reference To: Lloyd et al v. Williamson County et al

Invoice # 32158

DUE ON RECEIPT

Professional Services

		<u>Hours</u>	<u>Amount</u>
7/15/2016 MD	Telephone call with Client; telephone conference with Aldis regarding trial of case	0.40	\$100.00
8/26/2016 MD	Telephone call with client.	1.00	\$250.00
9/12/2016 MD	Telephone call with Alan Albright concerning Judge Gattis appearance; phone conference Judge Gattis regarding his appearance	1.00	\$250.00
9/22/2016 MD	Meeting Judge Gattis	3.00	\$750.00
9/23/2016 MD	Telephone conference Ryan Squires.	0.10	\$25.00
9/27/2016 MD	Attend Trial with Judge Gattis	3.00	\$750.00
9/29/2016 MD	Telephone conference with Alan Albright; phone conference Judge Gattis	1.10	\$275.00
For professional services rendered		9.60	\$2,400.00
For professional services rendered		9.60	\$2,400.00

	<u>Amount</u>
Previous balance	\$1,375.00
Accounts receivable transactions	
4/15/2016 Payment - Thank You. Check No. 432076	(\$1,125.00)
4/29/2016 Payment - Thank You. Check No. 432723	(\$250.00)
	<hr/>
Total payments and adjustments	(\$1,375.00)
	<hr/>
Balance due	\$2,400.00
	<hr/> <hr/>

--- DUE ON RECEIPT ---

Commissioners Court - Regular Session**27.****Meeting Date:** 12/06/2016

CAPCOG

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Executive Committee appointments for CAPCOG (Capital Area Council of Governments).

Background

Appointment are made by CAPCOG mid December and early January. Appointments are for one year. Appointments currently requested are Judge Dan Gattis, Williamson County representative, and Commissioner Cynthia Long, At Large representative and Immediate Past Chairman.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 11/30/2016

Reviewed By

Wendy Coco

Date

11/30/2016 10:42 AM

Started On: 11/30/2016 10:21 AM

Commissioners Court - Regular Session**28.****Meeting Date:** 12/06/2016

Office Specialist Position

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an increase to the Commissioner Precinct Two budget for PCN #1674.

Background

The Precinct Two Commissioner's office has had a vacancy in the Office Specialist Sr. position since August and will be transferring in a current County employee to fill the vacancy. The delta between the budget on the vacant position, as well as available unallocated and the current salary of the employee is \$826. We are requesting use of unspent vacancy monies to fund this delta.

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: Kathy Pierce

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:54 AM

Started On: 12/01/2016 09:09 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 12/06/2016

Office Specialist Position

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Commissioner Precinct Two office.

Background

This is a cell phone stipend for a current County employee who will be moving to the Commissioner Precinct Two office beginning January 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0212-004999	Miscellaneous	\$300.00
FROM	0100-0212-003120	Printer Supplies	\$240.00
TO	0100-0212-001109	Cell Phone Stipend	\$540.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kathy Pierce

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

12/01/2016 10:54 AM

12/01/2016 10:59 AM

Started On: 12/01/2016 09:58 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 12/06/2016

Authorize the Renewal of TAC Workers' Compensation Insurance

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 Texas Association of Counties Risk Management Pool (TAC RMP) Contract for Workers' Compensation for the same terms and conditions as the existing Contract, for the term of January 1, 2017 - January 1, 2018, but with a 1.5% decrease in the rate, but due to an increase in payroll, the rate reflects the higher dollar amount of \$651,901.00.

Background

This renewal was reviewed by Tara Raymore, Senior Director of Human Resources and requested by Heather Kirkwood, Risk and Safety Coordinator. Previous cost was \$555,210.00 for January 1, 2016 - January 1, 2017. This Contract can be extended on a year to year basis, and is recommended by the Consultant, Ben Odom, with McGriff, Seibels & Williams of Texas, Inc. to renew.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1 - Renewal Coverage and Invoice

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 11/29/2016

Reviewed By

Wendy Coco

Date

11/29/2016 08:04 AM

Started On: 11/28/2016 03:23 PM



October 31, 2016

Ms. Tara Raymore
Williamson County Sr. Director of HR
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Re: Williamson County – 2017 Workers' Compensation Renewal

Dear Ms. Raymore:

The Texas Association of Counties Risk Management Pool (TAC RMP) is pleased to present your Workers' Compensation renewal for 2017. TAC RMP strives to provide its Members the most comprehensive coverage and service available. We appreciate your dedication to the Pool and we understand that protecting our Members when they need it most is the most important detail when it comes to your coverage with TAC RMP.

The Workers' Compensation coverage document for 2017 has been updated to streamline language related to the Texas Workers' Compensation statute. Non-substantive changes have been made for formatting and grammatical consistency.

We have finalized your renewal and provided you the best coverage available. Please review your renewal and all attached documents for accuracy. If you have any questions please do not hesitate to contact me for an onsite review.

In addition, the Pool will host the **County Management and Risk Conference** in San Marcos on April 5-7, 2017. For more information, please contact me or visit our website at county.org. We hope to see you there!

As always, if you have any question or updates that pertain to your coverage, please contact your Member Services Representative, Kathie Lopez, for assistance. We look forward to another successful year and we appreciate and thank you for your continued participation in TAC Risk Management Pool.

Sincerely,

Todd Kisel
Risk Management Consultant



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

INVOICE

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources Department
Georgetown, TX 78626

Invoice Due Date: January 1, 2017
Invoice #: NRCN-16871-WC1
Coverage #: WC-2460-20170101-1
Coverage Period: January 1, 2017 - January 1, 2018
Member Number: 2460

Coverage	Description	Contribution
Workers' Compensation	1st Quarterly Installment	\$162,975
TOTAL DUE		\$162,975

Installment	Invoice#	Amount	Due Date
1st Quarterly	NRCN-16871-WC1	\$162,975	January 1, 2017
2nd Quarterly	NRCN-16871-WC2	\$162,975	April 1, 2017
3rd Quarterly	NRCN-16871-WC3	\$162,975	July 1, 2017
4th Quarterly	NRCN-16871-WC4	\$162,976	October 1, 2017
Total Contribution		\$651,901	

Payment Remittance Form

Williamson County
Attn: Tara Raymore
301 S/E Inner Loop; Ste 108 Human Resources
Department, TX 78626

Invoice Due Date: January 1, 2017
Invoice #: NRCN-16871-WC1
Payment Due: \$162,975

Amount Enclosed: _____

If the total amount enclosed is not \$162,975,
please use the notes section below to explain:

Please make checks payable to:

Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION INVOICE SUMMARY

Member Name: Williamson County

Coverage Period: January 1, 2017 - January 1, 2018

SUMMARY	
Pool Target Modifier	0.90
Multi-line Discount	-\$41,611
Alliance Participation Discount	\$0
2017 Estimated Workers' Compensation Contribution	\$651,901

BREAKOUT					
Class Code	Class Code Description	Number of Employees	Estimated Payroll	Cost Allocation Factor	Contribution
083910	Auto Mechanics	13	\$587,135	0.839554	\$4,929
090140	Bldg. Maintenance & Janitors	24	\$1,096,200	1.931490	\$21,173
045110	Chemical Analyst/Assayers	7	\$336,765	0.242080	\$815
088100	Clerical	730	\$33,197,413	0.195724	\$64,975
086010	Engineers, Surveyors	10	\$782,117	0.087561	\$685
088120	Jurors	9,000	\$56,732	0.236930	\$134
087420	Juv Probation, Collectors, Sales	42	\$2,075,091	0.381147	\$7,909
077200	Law Enforcement	638	\$37,869,068	1.158894	\$438,862
088200	Law Office	89	\$5,785,541	0.030903	\$1,788
051910	Office Technician	19	\$1,024,557	0.242080	\$2,480
090150	Parking Lots & Drivers	3	\$110,880	0.942567	\$1,045
091020	Parks & Recreation	12	\$243,185	1.024978	\$2,493
088320	Physician Med.Lab. Minor Emer. Clinic	57	\$3,361,702	0.144218	\$4,848
055060	Road Employees-Paving, Repaving	103	\$4,392,914	1.879984	\$82,586
088310	Vet Hospital & Animal Control	29	\$977,619	1.581246	\$15,459
088590	Volunteers - All Others	34	\$159,120	0.515065	\$820
088560	Volunteers - Law Enforcement	14	\$74,256	1.210400	\$899
	Total Payroll/Employees	10,824	\$92,130,295		\$651,901

FINANCIAL SUMMARY	
2017 Estimated Workers' Compensation Annual Contribution	\$651,901
2017 Estimated Workers' Compensation Prorata Contribution	\$651,901



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Workers' Compensation Contribution & Coverage Declaration

Named Member: Williamson County

Coverage Period: January 1, 2017 through January 1, 2018

This Contribution & Coverage Declaration (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sublimits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

WORKERS' COMPENSATION	LIMITS
<i>Workers' Compensation Coverage: Part One of the Coverage Document applies to the Workers' Compensation Law in the State of Texas.</i>	
Each Accident	Statutory
Each Employee for Disease	Statutory
<i>Employers' Liability Coverage: Part Two of the Coverage Document applies to the work in the State of Texas. The Limits of the Pool's Liability under Part Two are:</i>	
Death by Accident	\$1,000,000 Each Accident
Death by Disease	\$1,000,000 Each Claimant
Aggregate per coverage period	\$2,000,000
<i>Optional Coverage</i>	
Elected Officials	Yes
Volunteers - Fire Fighters	No
Volunteers - Law Enforcement	Yes
Volunteers - Emergency Medical Personnel	No
Volunteers - All Others	Yes
Jurors	Yes
Election Workers (non-employees)	No
WORKERS' COMPENSATION DEDUCTIBLE	
Deductible (per Occurrence)	\$0
WORKERS' COMPENSATION ANNUAL CONTRIBUTION	\$651,901

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool at:

Texas Association of Counties Risk Management Pool
Attention: WC CLAIMS
P.O. Box 160120
Austin, TX 78716
1-800-752-6301
Fax Number: 512-346-9321
Email: tacdwcforms@jicompanies.com

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sublimits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by

applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This Contribution & Coverage Declaration is issued by *Nancy A. Seiter* as authorized representative of the Pool on 10/31/2016 in Austin, Texas.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

TEXAS VOLUNTEER WORKERS' COVERAGE AMENDATORY ENDORSEMENT

This endorsement provides coverage in addition to that provided under the Workers' Compensation and Employers' Liability coverage form for volunteers as listed below.

Schedule

Description of Risk	Estimated Payroll	Number of Employees
Volunteers - All Others	\$159,120.00	4
Volunteers - Law Enforcement	\$74,256.00	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE
REMAIN UNCHANGED.

NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

COVERAGE: Williamson County has workers' compensation insurance coverage from Texas Association of Counties Risk Management Pool in the event of work-related injury or occupational disease. This coverage is effective from 01/01/2017. Any injuries or occupational diseases which occur on or after that date will be handled by Texas Association of Counties Risk Management Pool. An employee or a person acting on the employee's behalf, must notify the employer of an injury or occupational disease not later than the 30th day after the date on which the injury occurs or the date the employee knew or should have known of an occupational disease, unless the Texas Department of Insurance, Division of Workers' Compensation (Division) determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

EMPLOYEE ASSISTANCE: The Division provides free information about how to file a workers' compensation claim. Division staff will answer any questions you may have about workers' compensation and process any requests for dispute resolution of a claim. You can obtain this assistance by contacting your local Division field office or by calling 1-800-252-7031. The Office of Injured Employee Counsel (OIEC) also provides free assistance to injured employees and will explain your rights and responsibilities under the Workers' Compensation Act. You can obtain OIEC's assistance by contacting an OIEC customer service representative in your local Division field office or by calling 1-866-EZE-OIEC (1-866-393-6432).

SAFETY VIOLATIONS HOTLINE: The Division has a 24 hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division at 1-800-452-9595.

COVERED EMPLOYER

Texas Workers' Compensation Rule 110.101(e)(1) requires employers who are covered by workers' compensation through a commercial insurance company to advise their employees that they do have workers' compensation insurance coverage and to advise their employees of the Texas Department of Insurance, Division of Workers' Compensation's toll free number to obtain additional information about their workers' compensation rights.

Notices in English, Spanish and any other language common to the employer's employee population must be posted and:

1. Prominently displayed in the employer's personnel office, if any;
2. Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
3. Printed with a title in at least 26 point bold type, subject in at least 18 point bold type, and text in at least 16 point normal type; and
4. Contain the exact words as prescribed in Rule 110.101(e)(1).

The notice on the reverse side meets the above requirements. Failure to post or to provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.

Do Not Post This Side

AVISO A LOS EMPLEADOS SOBRE LA COMPENSACIÓN PARA TRABAJADORES EN TEXAS

COBERTURA: Williamson County tiene cobertura de seguros de compensación para trabajadores con Texas Association of Counties Risk Management Pool para protegerle en caso de una lesión o enfermedad ocupacional relacionada con el trabajo. Esta cobertura está vigente desde 01/01/2017. Cualquier lesión o enfermedad ocupacional que ocurra en o después de esta fecha será manejada por Texas Association of Counties Risk Management Pool. Un empleado o una persona que actúe en nombre del empleado, debe notificar al empleador sobre una lesión o una enfermedad ocupacional a no más tardar de treinta (30) días, a partir de la fecha en que ocurrió la lesión o en la fecha en la que el empleado se enteró o debería de haberse enterado de la enfermedad ocupacional, al menos que el Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation - TDI-DWC, por su nombre y siglas en inglés) (División) determine que existió una buena causa para que no se haya notificado al empleador dentro del tiempo señalado. Su empleador tiene la obligación de proporcionarle a usted información por escrito sobre la cobertura cuando usted es contratado o cuando su empleador adquiere o deja de tener una cobertura de seguro de compensación para trabajadores.

ASISTENCIA AL EMPLEADO: La División proporciona información gratuita sobre cómo presentar una reclamación de compensación para trabajadores. El personal de la División contestará cualquier pregunta que usted pueda tener sobre la compensación para trabajadores y procesará cualquier solicitud de resolución de disputas relacionada con una reclamación. Usted puede obtener este tipo de asistencia comunicándose con su oficina local de la División o llamando al teléfono 1-800-252-7031. La Oficina de Asesoría Pública para el Empleado Lesionado (Office of Injured Employee Counsel – OIEC, por su nombre y siglas en inglés) también ofrece asistencia gratuita a los empleados lesionados y ellos le explicarán cuáles son sus derechos y responsabilidades bajo la Ley de Compensación para Trabajadores. Usted puede obtener la asistencia de OIEC comunicándose con un representante de servicio al cliente de OIEC en su oficina local de la División o llamando al 1-866-EZE-OIEC (1-866-393-6432).

LÍNEA DIRECTA PARA REPORTAR VIOLACIONES DE SEGURIDAD: La División cuenta con una línea gratuita telefónica que está en servicio las 24 horas del día para reportar condiciones inseguras en el área de trabajo que podrían violar las leyes ocupacionales de salud y seguridad. La ley prohíbe que los empleadores suspendan, despidan o discriminen en contra de cualquier empleado porque él o ella de buena fe reporta una alegada violación ocupacional de salud o seguridad. Comuníquese con la División al teléfono 1-800-452-9595.

EMPLEADOR CON COBERTURA

El Reglamento 110.101 (e)(1) de Compensación para Trabajadores de Texas requiere que los empleadores que cuentan con una cobertura de compensación para trabajadores mediante una compañía de seguros comercial notifiquen a sus empleados que ellos cuentan con una cobertura de seguro de compensación para trabajadores e informen a sus empleados sobre el número de la línea telefónica gratuita del Departamento de Seguros de Texas, División de Compensación para Trabajadores para obtener información adicional sobre sus derechos de compensación para trabajadores.

Avisos en inglés, español y cualquier otro idioma común para la población de los trabajadores del empleador deben ser puestos a la vista y:

1. Mostrarse en un lugar prominente de la oficina de personal del empleador, si es que la hay;
2. Ubicar este aviso en el área de trabajo de tal manera que los empleados lo vean regularmente;
3. El título debe ser impreso en tamaño 26, en letra negrita de punto, el tema debe ser impreso en tamaño 18, en letra negrita de punto, y el texto, por lo menos en tamaño 16 en letra negrita de punto normal; y
4. Contener las palabras exactas según lo señalado en el Reglamento 110.101 (e)(1).

El aviso que se muestra al reverso de esta página cumple con los requisitos que se han señalado en la parte de arriba. El negarse a mostrar o proporcionar esta información, según lo requerido en el reglamento es una falta a la ley y a los reglamentos de la División. El infractor podría estar sujeto a sanciones administrativas.

NO MOSTRAR ESTE LADO



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

WORKERS' COMPENSATION and EMPLOYERS' LIABILITY COVERAGE DOCUMENT

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

As authorized by Chapter 504 of the Texas Labor Code and pursuant to the provisions of Chapter 791 and Chapter 2259 of the Texas Government Code, the Texas Association of Counties Risk Management Pool (Pool) is a risk sharing arrangement among Texas County governments and other political subdivisions established as a group workers' compensation fund authorized to provide all compensation and Benefits required by the Workers' Compensation Law. This Coverage Document, offered as an alternative to a traditional insurance policy, describes the Benefits provided to members of the Pool pursuant to the Interlocal contracts between the Pool and its members. The Interlocal Participation Agreement (IPA) between member and the Pool is incorporated herein for all purposes.

The Contribution and Coverage Declarations (CCD) issued to the Named Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions, and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to GENERAL DEFINITIONS.

Throughout this Coverage Document, 'you', 'your', 'yours', 'member' and 'Named Member' mean the governmental entity listed on the CCD Page with whom this contract is made. 'We', 'us', 'our', 'ours' and 'the Pool' refer to Texas Association of Counties Risk Management Pool (TAC RMP).

GENERAL DEFINITIONS

- A. **Benefits** as used in Coverage Document means the Benefits payable pursuant to the Workers' Compensation Law.
- B. **Contribution** means the amount paid or payable by the Named Member to the Pool for this coverage.
- C. **Contribution & Coverage Declarations (CCD)** means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Named Member, including any modifications made by issuance of any amendatory CCD or endorsement.
- D. **Coverage Document** means this agreement between the Pool and Named Member, including any endorsements.
- E. **Employee** means:
 - 1. a person in the service of a political subdivision who has been employed as provided by law; or

2. a person for whom optional coverage is provided under Section 504.012 or 504.013.
- F. **Injury** means damage or harm to the physical structure of the body and a disease or infection naturally resulting from the damage or harm. The term includes an occupational disease.
- G. **Named Member** means the political subdivision within the State of Texas which is a current participant in the Pool and so designated in the CCD.
- H. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- I. **Workers' Compensation Law** means the workers' compensation law as authorized by Chapter 504 of the Texas Labor Code.

GENERAL SECTION

A. THE COVERAGE DOCUMENT

This Coverage Document includes at its effective date the CCD and all endorsements and schedules listed there. It contains the terms of coverage afforded to you by virtue of your IPA with the Pool. The terms of this Coverage Document may not be changed or waived except by endorsement issued by us to be part of this Coverage Document.

B. WHO IS COVERED

You are covered if you are the Named Member listed in the CCD.

PART ONE WORKERS' COMPENSATION COVERAGE

Where this Coverage Document conflicts with the Workers' Compensation Law, the Law controls.

A. HOW THIS COVERAGE APPLIES

This coverage applies to Injury by accident or Injury by disease. Injury includes resulting death.

1. Injury by accident must occur during the Coverage period.
2. Injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such Injury by disease must occur during the Coverage period and shall be considered the date of occurrence.

B. WE WILL PAY

We will pay promptly when due the Benefits required of you by the Workers' Compensation Law. If we make any payments in excess of the Benefits required by the Workers' Compensation Law on your behalf, you will reimburse us promptly.

C. WE WILL NOT PAY

Items precluded by statute in the Texas Labor Code.

D. WE WILL DEFEND

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for Benefits payable pursuant to this Coverage Document. We have the right to investigate and settle these claims, proceedings or suits and such settlement may be made without your consent. We have the right to make all final decisions concerning settlement of any claim, proceeding, or suit against you for Benefits payable herein, regardless of whether you must pay a deductible, self-insured retention, or other payment. If you settle a claim, proceeding or suit without our approval, it will be at your own expense.

We have no duty to defend a claim, proceeding or suit that is not covered by this Coverage Document.

E. OTHER COVERAGE

If other applicable coverage exists, we will not pay more than our share of Benefits and costs covered by both this Coverage Document and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance or self-insurance will be equal until the loss is paid.

F. RECOVERY FROM OTHERS

We have your rights, and the rights of persons entitled to the Benefits of this coverage, to recover our payments from anyone liable for the Injury. You will take reasonable and necessary actions to protect those rights for us and to help us enforce them.

PART TWO EMPLOYERS' LIABILITY COVERAGE

A. HOW THIS COVERAGE APPLIES

This Employers' Liability Coverage applies to death by accident or death by disease.

1. The death must arise out of and be in the course and scope of the Employee's employment by you.
2. Death as result of accident must occur during the coverage period.
3. Death by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such death by disease must occur during the coverage period and shall be considered the date of occurrence.
4. If you are sued, the original suit and any related legal actions for damages must be brought in the United States of America, its territories or possessions.

B. WE WILL PAY

Subject to the limits stated in the CCD, we will pay all sums you legally must pay as damages because of the death of your Employees, provided the death is covered by this Employers' Liability Coverage.

C. EXCLUSIONS

This coverage does not cover:

1. Liability assumed under a contract;
2. Punitive or exemplary damages because of death to an Employee employed in violation of law;
3. Death of an Employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Death intentionally caused by you;
6. Death occurring outside the United States of America, its territories or possession, and Canada. This exclusion does not apply to death to a

citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee, or any personnel practices, policies, acts or omissions;
8. Death to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers' or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Death to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an Employee due to Injury arising out of or in the course of employment, or any amendments to those laws;
10. Death to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law;
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protections Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder , and any amendments to those laws;
13. Damages arising out of operations for which you have violated or failed to comply with any Workers' Compensation Law;
14. Death by disease unless written claim is made or suit is brought against you for loss because of death no later than thirty-six months after the coverage period set forth in the CCD.

D. WE WILL DEFEND

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this Coverage Document. The Pool has the right to investigate and settle these claims, proceedings and suits and such settlement may be made without your consent. We have the right to make all final decisions concerning settlement of any claim, proceeding, or suit against you for Benefits payable herein, regardless of whether you must pay a deductible, self-insured retention, or other payment. If you settle a claim, proceeding or suit without our approval, it will be at your own expense.

The Pool has no duty to defend a claim, proceeding or suit that is not covered by this Coverage Document. The Pool has no duty to defend or continue defending after we have paid our applicable limit of liability under this Coverage Document.

E. LIMITS OF LIABILITY

Limits of liability are as shown on the CCD. We will not pay any claims for damages after we have paid the applicable limit of our liability under this Coverage Document.

F. RECOVERY FROM OTHERS.

We have your rights, and the rights of persons entitled to the Benefits of this coverage, to recover our payments from anyone liable for the Injury. You will take reasonable and necessary actions to protect those rights for us and to help us enforce them.

G. OTHER COVERAGE

If other applicable coverage exists, we will not pay more than our share of Benefits and costs covered by both this Coverage Document and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

H. ACTIONS AGAINST THE POOL

There will be no right of action against us under this Coverage Document unless:

1. You have complied with all the terms of this Coverage Document and the Interlocal Participation Agreement;
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This coverage does not give anyone the right to add us as a defendant in an action against you to determine your liability.

PART THREE NAMED MEMBER'S DUTIES IF INJURY OCCURS

Tell us at once if Injury occurs that may be covered by this Coverage Document. All of your duties apply to both Part One and Part two of this Coverage Document, and must be performed as a condition of coverage. Your other duties are listed here:

1. Provide for immediate medical and other services required by the Workers' Compensation Law.
2. Give us the names and addresses of the injured persons and of witnesses, and other information the Pool may need as provided by the Workers' Compensation Law.
3. Promptly give us all notices, demands and legal papers related to the Injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as the Pool may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an Injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at Named Member's own cost.

PART FOUR CONDITIONS

A. AGREEMENT TO PARTICIPATE

Nothing in this Coverage Document supersedes or replaces the provisions of the Pool's Interlocal Participation Agreement that governs your right to participate in the Pool and states the conditions of your participation, including without limitation your duty to pay any deductibles authorized therein, to pay contributions, and to comply with actuarial and/or underwriting requirements unless said Interlocal Participation Agreement is amended by the TAC RMP Board of Trustees to provide so. The Pool's fulfillment of its obligations under this Coverage Document in accordance with the terms, conditions, definitions, limitations, and exclusions herein also fulfills any duty the Pool has under said Interlocal Participation Agreement to make workers' compensation or other coverage available to you and to pay claims related to such coverage.

B. INSPECTION

We have the right, but not obligation, to audit and inspect your operations and property at any time upon reasonable notice and during regular business hours, as we deem necessary to protect the interest of the Pool. We may give you reports on the conditions that we find. We may also recommend changes. While these recommendations may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your Employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

C. COOPERATION WITH RISK CONTROL PROGRAMS

We may provide risk control recommendations, training, consultations or other services to assist you in reducing losses. You shall cooperate with us to implement risk control programs for the purpose of eliminating or minimizing hazards that may contribute to losses.

D. COVERAGE PERIOD

The Coverage Period shall be the coverage period stated in the CCD.

E. TRANSFER OF YOUR RIGHTS AND DUTIES

Your rights and duties under this Coverage Document may not be transferred without our written consent.

F. CANCELLATION

1. If at any time this Coverage Document is cancelled by any party we hold any contributions which are refundable to you because they would have applied to the portion of the Coverage Document period that followed the effective cancellation date, we will return any such refundable contributions promptly at the end of the audit period during which the cancellation occurs.
2. If this Coverage Document, or any other coverage with the Pool, is cancelled prior to the expiration date, the contribution payable may be adjusted to reflect loss of package discounts, renewal credits or any other underwriting credits that are based upon participation in the Pool.
3. If this Coverage Document is cancelled before the end of the Coverage Document period, you may be subject to the short rate earned contribution factors.

G. POOL COORDINATOR

You are required to designate a representative, pursuant to Interlocal Participation Agreement, to make and receive communication with us.

H. THIRD PARTY ADMINISTRATOR

If we designate a Third Party Administrator (TPA), we retain all authority to control the defense and settlement of claims, suits, or proceedings otherwise covered by this Coverage Document, and we retain any duty to pay claims, damages, or expenses otherwise covered herein. We will give you notice of any such appointment which will include the address and phone number for the TPA. If a TPA is designated, you must timely provide to the TPA all notices and reports required by this Coverage Document including without limitation any legal papers, complaints, or demands related to 'Injury by accident' or Injury by disease' (which must be provided promptly) and any notices of the occurrence of such injuries. You must provide the TPA as soon as practicable with all information reasonably required to process and administer any claim, demand, or suit against you for which you seek coverage under this Coverage Document.

Commissioners Court - Regular Session**31.****Meeting Date:** 12/06/2016

Purchase of 3 Ford Trucks from Caldwell Country Ford

Submitted For: Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the purchase of 3 Ford Trucks for Road and Bridge Department, for a total of \$72,861. These vehicles should have been included in the request for approval along with the 5 trucks on the Court agenda 11-29, Item #46, that was approved.

Background

The purchase of these 3 Ford trucks should have been included with the other trucks approved on the November 29th agenda, Item #46. For an additional total of \$72,861.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPurchase of Ford TruckPurchase of Ford Trucks

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 08:38 AM

Started On: 11/29/2016 03:37 PM

BUYBOARD BID 430-13

email: mwiley@caldwellcountry.com

A. Base Price:	\$ 22,293.00
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Code	Options	Bid Price	Code	Options	Bid Price
F2A	2017 REGULAR CAB 4X2	\$ 300.00	52B	BRAKE CONTROLLER	\$ 256.00
	6.2L FFV V8; 6-SPD AUTOMATIC	INCL	90L	POWER WINDOWS AND LOCKS	\$ 869.00
	VINYL 40/20/40 SEAT	INCL			
	RUBBLER FLOOR	INCL	345	GRILLE GUARD	\$ 595.00
	A/C; AM/FM RADIO	INCL			
	8FT BED	INCL			
Total of B. Published Options:					\$ 2,020.00

Total of B. Published Options:	\$ 2,020.00
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\$= 0.0 \%

Options	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY	WHITE	COLOR
Total of C. Unpublished Options:			\$ -

Total of C. Unpublished Options:	\$	-
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O.	TOTAL PURCHASE PRICE WITH BUYBOARD FEE	\$ 24,803.00
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CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTYCaldwell Rep: MICHAEL WILEYContact: RANDY ROGERSPhone/fax: 254-773-8824 / 254-773-8808Phone/email: 512-943-3368 / rrodgers@wilco.orgDate: Tuesday, October 18, 2016Product Description: FORD F-150email: mwiley@caldwellcountry.comA. Bid Series: 111A. Base Price: \$ **19,939.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1C	2017 EXTENDED CAB SWB 4X2	\$ 834.00	99F	5.0L FFV V8	\$ 1,515.00
	3.5L FFV V6; 6-SPD AUTOMATIC	INCL	53A	TRAILER TOW PACKAGE	\$ 470.00
	VINYL 40/20/40 SEAT	INCL	52B	SYNC SYSTEM	\$ 399.00
	RUBBLER FLOOR	INCL	50S	CRUISE CONTROL	\$ 213.00
	A/C; AM/FM RADIO	INCL	345	GRILLE GUARD	\$ 595.00
	6.5FT BED	INCL			
Total of B. Published Options:					\$ 4,026.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY	WHITE	COLOR
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Labor/Installation

\$ **90.00**

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles

\$ -

K. Subtotal:

\$ **24,055.00**L. Quantity Ordered 1 x K = ub1348\$ **24,055.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ **400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ **24,455.00**

Commissioners Court - Regular Session**32.****Meeting Date:** 12/06/2016

Contract with Hellas for Parks and Recreation for resurfacing tennis courts at SW WC Regional Park

Submitted For: Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to authorize the service contract with Hellas Construction, for the Parks Department for resurfacing, striping and crack repair for tennis courts at the Southwest Williamson County Regional Park, through the BuyBoard Contract #476-15.

Background

This agreement is for resurfacing and repairs to tennis courts at the Southwest Williamson County Regional Park through a BuyBoard contract #476-15. Work to be completed by Hellas Construction for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Hellas service agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 08:38 AM

Started On: 11/30/2016 12:09 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR TENNIS COURT REPAIRS AT
SOUTHWEST WILLIAMSON
COUNTY REGIONAL PARK
(BuyBoard #476-15)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Hellas Construction, Inc.** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal/Scope of Work, dated November 15, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$21,916.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated November 15, 2016, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature

**Exhibit “A”
(Quote/Scope of Work)**



November 15, 2016

Mr. Terry Roberts
Park Superintendent
219 Perry Mayfield
Leander, TX 78641
512-943-1925 Phone
512-943-1930 Fax
troberts@wilco.org

RE: Williamson County Tennis Court Resurfacing

Dear Terry,

Hellas Construction, Inc. is pleased to submit this proposal to resurface, stripe and standard crack repair for two (4) tennis courts at Southwest Williamson County Regional Park through **Hellas' BuyBoard #476-15**.

All work under this proposal will consist of all labor, surfacing materials necessary to complete the work as stated below. All surfacing material will be TPS 5000, manufactured by **Hellas Construction, Inc.** The choice of color is up to the owner's discretion. Please indicate your color selection upon acceptance of this proposal.

1. Clean off each court with a pressure washer and blower to remove all dirt and debris in preparation for surfacing.
2. Flood the courts and any standing water that remains after one hour at 70 degrees and rising in direct sunlight and covers a US Nickel will be patched with TPS 5000 Rhino patch. Only if correct slope is present **Hellas** will not chase water around the court.
3. Apply two (2) coats of TPS 5000 Fortified Acrylic Color Coating with each color selected. The playing areas inside the lines will be of contrasting color to the outside boundaries if a two tone color system is selected.
4. Layout and paint 2" wide lines using Line Tape Sealer as a primer coat to ensure sharp edges. Paint white lines with TPS 5000 Line Paint in accordance with the United States Tennis Association (USTA) specifications. Clean up all debris and leave the courts ready for play

Pricing for Surfacing 4 Tennis Courts:

\$21,916.00

12710 Research Boulevard
Suite 240
Austin, Texas 78759



Phone (512) 250-2910

Fax (512) 250-1960

info@hellasconstruction.com

WWW.HELLASCONSTRUCTION.COM



Taxes and bonding are not included in this price if we need them it will have to be added to the total. Please also keep in mind that no warranty is provided for any cracks unless a specified Crack Repair System is purchased.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. proposes to complete the work as stated in a professional and timely manner for the sum payable according to our General Conditions. **Hellas** is offering the aforementioned discounted pricing with the understanding that surfacing will be done when a crew is in the Austin, TX area.

Thank you for the opportunity to bid this project and please call me if you have any questions.

Sincerely,

Brian E. Jorgensen, PMP, CTCB
Project Manager, Tennis Division

ACCEPTANCE OF PROPOSAL

The above Prices, Specifications, and General Conditions stated in this proposal are satisfactory and hereby accepted as contract.

Signature of Authorized Representative

Printed Name

Title

Date



Commissioners Court - Regular Session**33.****Meeting Date:** 12/06/2016

Professional Services for the design and development of the RV Park at the Expo Center, RFQ1611-128

Submitted For: Max Bricka**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action for the Purchasing Agent to advertise for qualifications from firms to assist the Parks Department with the design and development of the Recreational Vehicle (RV) Park, Phase II, at the Expo Center under RFQ 1611-128.

Background

This solicitation is to obtain Qualifications from firms to provide professional services to the Parks Department for architectural, landscape architectural, surveying, engineering services, construction management and administration for the design and development of the Recreational Vehicle (RV) Park, Phase II at the Williamson County Expo Center, under RFQ 1611-128.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Bid Packet 1611-128](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 11:42 AM

Started On: 12/01/2016 11:25 AM

Solicitation 1611-128

RV Park Development at Williamson County Expo Center- Phase II development

Bid Designation: Public



Williamson County, Texas

Bid 1611-128**RV Park Development at Williamson County Expo Center- Phase II development**

Bid Number	1611-128
Bid Title	RV Park Development at Williamson County Expo Center- Phase II development
Bid Start Date	In Held
Bid End Date	Jan 24, 2017 2:00:00 PM CST
Question & Answer End Date	Jan 20, 2017 2:00:00 PM CST
Bid Contact	Teri Jeffries Senior Purchasing Specialist 512-943-1553 Teri.jeffries@wilco.org
Contract Duration	1 year
Contract Renewal	Not Applicable
Prices Good for	30 days
Pre-Bid Conference	Jan 11, 2017 10:00:00 AM CST Attendance is mandatory Location: Williamson County Expo Center located at 210 Carlos G. Parker Blvd. Taylor, Texas 76574
Bid Comments	<p>Williamson County is requesting a Statement of Interest and Qualifications (SOQ) form A/E firms/teams interested in providing professional services, to include, but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park - Phase II, at the Williamson County Expo Center in Taylor, Texas.</p> <p>Phase II project scope includes, but is not limited to, the development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites, including water and electrical services (30 and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping. Phase II project development will also include the preparation of schematics, all permitting, identification and coordination of utilities, plans, specifications, estimates, and will assist with bidding and construction management. Roadway design and a geotechnical investigation/report currently exists as a part of the recent Phase I development. Firms will be responsible for any additional road design and/or geotechnical requirements deemed necessary.</p>

Item Response Form

Item	1611-128--01-01 · Add all proposal documents to this line item
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas <u>Parks and Recreation</u> 219 Perry Mayfield Leander TX 78641 Qty 1

Description

Add all documents to this line item.



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1611-128

**RV Park Development at Williamson County Expo Center- Phase II
development**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jan 24, 2017 2:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Jan 24, 2017 2:00:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents and pricing will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services including but not limited to architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) park (Phase II) at the Williamson County Expo Center.

The firm/team will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Phase II project scope includes, but is not limited to development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, native plant landscaping. Phase II project development will also include the preparation of schematics, geotechnical investigation and report (if necessary) all permitting, identification and coordination of utilities, engineering, review and possible modification/use of existing road design, and any other items necessary to successfully develop the project.

BACKGROUND

The Williamson County Expo Center is nearing completion of Phase I development. Phase II development includes the RV park, utilities, connector road, walks and trails, site work. Phase II development is a \$1 million dollar project that is funded in part with a grant from the Texas Parks and Wildlife Department. Professional services costs are limited to a maximum of 12% of construction element costs. Related stipulations and requirements may be seen at the following location; Links will be provided to: Instructions for Approved Projects; Grant submission.

DESCRIPTION OF PROJECT

The project involves data collection and analysis, plan development, preparation of design and construction drawings, specifications, cost estimates, development of bidding and contract documents; and construction management. The following components will be included:

- ❖ Connector road,
- ❖ Parking and related infrastructure for up to 46 RV sites with utility pedestals
- ❖ Utilities to support RV sites including water and electrical service (30 amp and 50 amp),
- ❖ Site lighting,
- ❖ RV wastewater dump station,

- ❖ Site work, any necessary demolition,
- ❖ Walks and connector trails,
- ❖ Native plant landscaping
- ❖ Roads and parking
- ❖ Related infrastructure

TECHNICAL EXPERTISE

Interested A/E firms or teams shall have extensive knowledge and expertise to include, but not be limited to the technical areas of landscape architecture and public park planning/development, civil engineering, environmental assessment, geotechnical and pavement design, erosion control, hydraulics and hydrology, floodplain analysis, land surveying, coordination with state and federal resource agencies, contract and construction management.

SCOPE OF SERVICES REQUESTED

The following is the minimum scope of services to be provided by the A/E firm/team selected for the project. It is intended that the scope cover the entire project from design through construction. Any omissions in scope should be noted to the County.

Programming:

1. The A/E firm/team shall meet with County staff and other entities/groups involved in the project to determine needs (including spatial and development) of park program(s) and buildings/facilities for projected needs.
2. Site evaluations to determine the best possible use of the Master Plan.
3. Prepare preliminary estimate of construction costs.
4. Coordinate with local government bodies, cities, and local utilities in relation to the Project.
5. Provide up to three (3) separate presentations to County Project Management Team.

The Design Phases, at a minimum, shall include the following:

Schematic Design:

1. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
2. Revise preliminary estimate of construction cost.

Design Development Phase:

1. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.

2. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete this project.
3. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
4. Provide Design Development submittal for review and approval. Submittal shall include, at a minimum, any necessary revisions to the master plan, elevations, proposed trail routes, and revised preliminary cost estimate for all remaining items.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to:
 - a) discuss project timelines and schedule for project deliverables;
 - b) discuss possible design criteria based upon mutually agreed upon programming; and
 - c) additional meetings if needed.

Construction Document Phase:

1. Provide construction document drawings and specifications.
2. Prepare 60% drawings and cost estimates for the planned improvements identified in the "Description of Project" section of the RFQ, and meet with County staff to review.
3. Prepare 90% & 100% drawings and cost estimates, and meet with County staff to review.
4. Provide a detailed final construction cost estimate to include contingencies.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to discuss final cost estimates.
6. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary.
7. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments.

Bidding and Contracting Phase:

1. Prepare bid documents and assist the County in advertising for bids.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to County staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda, review prior approval requests.
6. Make recommendations on Bids/Proposals received.
7. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget at no additional cost to Williamson County.
8. Assist, at County's request, with drafting and preparing construction contract documents.

Construction Administration Phase:

1. Attend pre-construction conference and up to two (2) on-site field meetings and

- inspections per week.
2. Shop drawing and submittal review.
 3. Provide site observations and/or inspections and develop punch list report as required by County.
 4. Answer Contractor RFI's to resolve field/design issues.
 5. Prepare supplemental instructions and sketches.
 6. Provide A/E progress inspections (with reports).
 7. Provide substantial and final completion inspections to include American with Disabilities (ADA) inspections, and prepare punch lists.
 8. Review, approve, and provide a final report of inspections.
 9. Review contractor Applications for Payment and recommend for approval.
 10. Provide independent estimates on Proposed Change Orders. County will negotiate Change Orders with the Contractor and the A/E firm/team will provide support.
 11. Ensure submission of accurate "as-built" drawings.

MANDATORY ON-SITE MEETING

All A/E firms/teams submitting to this RFQ must attend an on-site meeting at 10:00 AM CST on January 11, 2107, at the Williamson County Expo Center located at 210 Carlos G. Parker Boulevard, Taylor, Texas. At this time, A/E firms/teams will be able to ask any questions in reference to the project and/or RFQ.

Technical Contacts:

Clint Chitsey
General Manager
Williamson County Expo Center
210 Carlos G. Parker Boulevard,
Taylor, Texas.
512-238-2101
randybell@wilco.org

Dale Butler
Project Manager
Williamson County Facilities Maintenance Division
3101 SE Inner Loop Rd
Georgetown, TX 78626
512-943-1636

Scope of Work Overview RFQ 1611-128

Williamson County is seeking a Qualification Proposals from A/E firms interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

Phase II project scope includes, but is not limited to, development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping.

Phase II project development will include the preparation of schematics, all permitting, identification and coordination of utilities, engineering, and any other items necessary to successfully develop the project.

The awarded firm(s) will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Roadway design and a geotechnical investigation/report currently exists as a part of recent Phase I development. Firms/teams will be responsible for any additional road design or geotechnical requirements deemed necessary.

RV Park general requirement overview:

Below are guidelines and a general outcome for the project; however, Respondents, in their proposals, are encouraged to provide alternative solutions, recommendations and suggestions for the project design, as well as support the ability to satisfy the requirements.

RV Design Information includes:

1. Up to 46 Campsites (R.V. Hook ups) providing 30 and 50 amp service and water connections
2. Each site to be 50 ft. long by 23'6" ft. wide (12'-0" stall/11'-6" picnic area)
3. Small light and numbers on pedestals to each site
4. Additional site lighting as required
5. Dump Station to meet capacity of RV sites of this size
6. Flex base at RV Park (minimum)
7. Hydro-mulch with temporary irrigation. Permanent irrigation only at trees.
8. ADA compliant granite gravel trail connecting RV site to Taylor Sports Complex (estimated 1/2 mile only)
9. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

West Road Extension:

1. Asphalt road and concrete ribbon curb
2. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

Connector Sidewalk:

1. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.
2. Connects RV Park to West side of Arena and Expo Center

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

Williamson County is seeking a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents **MUST** be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. **Page one:** A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. **Page two:** Provide organizational chart for the project listing key task leaders and project staff directly involved in the project. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. **Resumes shall be provided in Appendix A for all individuals listed on the organizational chart. This chart may be 11x17 and counted as 1 page. This is the only page that can be larger than 8-1/2x11.**
3. **Page three:** Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in March of 2017.
4. **Page four:** Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure.
5. **Pages five and six:** Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure services.
6. **Page seven:** Provide information regarding your understanding of the proposed work.
7. **Page eight through ten:** Provide a detailed response to each of the evaluation criteria area from the evaluation criteria below.
8. **Appendix A:** Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single-sided pages per individual resume submitted.
9. Appendix B. Debarment and Licensing Certificate
10. Appendix C.: Conflict of Interest Statement

NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

Evaluation and Scoring Criteria for the Statement of Qualifications

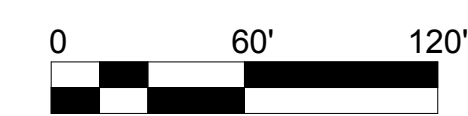
Evaluation Criteria	Maximum Score Points	Please select a whole number from the list provided for each question (Decimal scoring or unlisted rating scores are not permitted)
<u>Local Presence in Texas</u>	P/F	Pass or Fail
<u>Project Manager's</u> Experience/Qualifications working on RV Park design and related infrastructure	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Firm and Project Team's</u> Experience/Qualifications with project management of RV Park construction	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Individuals on the Project Team</u> Experience/Qualifications working on RV Park design, construction and related infrastructure	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Availability of Project Manager and Project staff to begin on or before March 2017 and complete on or ahead of schedule</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>The firm's Understanding of the Project specifications</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Firm's support of available staff to fast-track and make the project a priority from the onset to full completion</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Total Evaluation Points</u>	135	Total Possible Score

Evaluation and Selection process

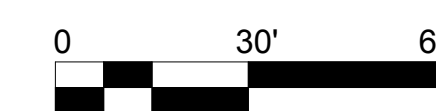
Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately two to three top scoring respondents to an

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.



RV 1-1



RV 1-2

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

	5
	6

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:


	5
	6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

 <https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG>

List

the
last
three
(3)
companies
or
governmental
agencies,
where
the
same
or
similar
goods
and/or
services
as
contained
in
this
RFP
package,
were
recently
provided
by
Respondent.

Reference

1

Client
Name:
Location:

Contact
Name:
Title:

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

Question and Answers for Bid #1611-128 - RV Park Development at Williamson County Expo Center- Phase II development

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**34.****Meeting Date:** 12/06/2016

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) Project Fiji
- e) Leander Medical Center
- f) Project Monkey

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: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 12/01/2016 09:07 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 12/06/2016

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 Mays St. Extension
- 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: CR 101
- f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
- g) Discuss the acquisition of real property: CR 111
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property: landfill properties
- j) Discuss the acquisition of real property: Inner Loop.
- k) Discuss the acquisition of real property for County Facilities.
- l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
- m) Discuss the acquisition of real property on CR 305.
- n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- o) Discuss the acquisition of real property: Arterial H
- p) Discuss the acquisition of easements on the Forest North project.
- q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
- s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
- u) Discuss the acquisition of real property for CR 138.
- v) Discuss the acquisition of real property for Lakeline Blvd.
- x) Discuss the acquisition of real property for US 183.

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 possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss proposed sale of excess right of way on CR 107

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: 12/01/2016

Reviewed By

Wendy Coco

Date

12/01/2016 10:50 AM

Started On: 12/01/2016 09:06 AM