# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# DECEMBER 13TH, 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 – 15 )

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.005700 | Vehicles >$5,000 | $6,800.00 |
| To | 0100.0560.005000 | Capital Outlay >$5,000 | $6,800.00 |

**6.** Discuss, consider and take appropriate action on a line item transfer for the Commissioner Precinct #2 Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0409-004998 | Non Dept/Contingencies | $826.00 |
| To | 0100-0212-001100 | Comm Pct#2/Full time Salary | $826.00 |

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

**8.** Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Abraham Eliashar pertaining to property described as a Lot 12, Block 70 ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 332, Page 15 of the Deed Records and Document 2011028185 of the Official Public Records Williamson County, Texas Tax Account No. R007803.

**9.** Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the David Legere pertaining to property described as a the Northeast Part of Lot 4, Block 1, Duffy Subdivision, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 567, Page 411 of the Deed Records and Document No. 2011086827 of the Official Public Records, Williamson County, Texas (Tax Account No. R016917)

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

**11.** Discuss, consider and take appropriate action on authorizing on the disposal of various county assets through auction including (1) Table, (1) Copier, (1) Fax machine, (1) Computer, (3) Chairs, (1) 2007 Black Chevy Impala, (1) 2002 Red Chevy 1500 Xcab, (1) 2009 Silver Ford Crown Vic, (1) 2000 White Ford F150, (1) 2009 Black Toyota Tacoma, (1) 2013 Black Ford Explorer (complete lists attached) pursuant to Tx. Local Gov't Code 263.152.

**12.** Discuss, consider and take appropriate action on authorizing the disposal of (1) Brown Executive Chair through inter-departmental transfer (see attached list) pursuant to Tx. Local Gov't code 263.152.

**13.** Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

**14.** Discuss, consider, and take appropriate action on approval of the preliminary plat for the Sonterra West Sec 7A subdivision - Pct 3.

**15.** Discuss, consider and take appropriate action on approval of the revised plat for the Sonterra Commercial Subdivision Sec 1 Blk E - Pct 3.

## REGULAR AGENDA

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

**17.** Discuss, consider and take appropriate action on approving a resolution regarding the abandonment and vacation of a 30-foot wide Access Easement situated on Lot 3, San Gabriel Ridge Section One - Pct 2.

**18.** Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on Southwest Bypass (Barnes Tract), a Road Bond Project in Commissioner Pct. 3.

**19.** Discuss, consider and take appropriate action on approving the transfer of funds for 2006 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of $298,979.28 from 2006 Road Bond Non Department (P156) to SH 195 (P149).

**20.** Discuss, consider and take appropriate action on a Supplemental Agreement No. 4 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for Karst Feature Evaluation in relation to the Williamson County North Campus Project.

**21.** Discuss, consider and take appropriate action on a Development Agreement regarding CR 305 Extension at IH 35 with Schwertner Farms, Inc.

**22.** Discuss, consider and take appropriate action on a Real Estate Contract wtih Donald R. Hoyt and Cynthia Hoyt for ROW needed on CR 305. (Parcel 5)

**23.** Discuss, consider and take appropriate action on a Real Estate Contract with Gary G. Beran and Bertha M. Beran for ROW needed on CR 101. (PARCEL 45)

**24.** Discuss, consider and take appropriate action authorizing the County Judge to execute a Special Warranty Deed and a Deed Without Warranty to convey excess right-of-way to DALH- Cedar Park, LLC.

**25.** Discuss, consider, and take appropriate action on appointing Brenda Fitzgerald Rhea to the Associate Judge/Magistrate position pursuant to Texas Government Code Sec. 54A.002.

**26.** Discuss, consider and take appropriate action on reappointing PJ Stevens, Dr. Winnann Ewing, Dr. David Ciambrone, Dan Doss, Nancy Bell, Eloise Brackenridge, Lloyd Mattingly, George Schumann, David Voelter, and Clare Easley to the Williamson County Historical Commission for a two year term from January 1, 2017 through December 31, 2018, in accordance with Texas Local Government Code Chapter 318.003.

**27.** Discuss, consider and take appropriate action on approving the renewal of education affiliation agreement between Williamson County EMS and Leander Fire Department.

**28.** Discuss and take action regarding the approval of a Resolution Designating the County's Allocation of $3,773,122 in Qualified Energy Conservation Bonds to the Central Texas Regional Mobility and authorize delivery of notice to the State of Texas Bond Review Board.

**29.** Discuss, consider and take appropriate action on approving an addition to language in the Employee Policy Manual, clarifying the maximum break in service to qualify for an adjusted service date, if an exception is approved by Human Resources.

**30.** Discuss, consider and take appropriate action regarding engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to review county policies and procedures as directed by the Commissioners Court; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

**31.** Discuss, consider and take appropriate action on proposed revisions to the Williamson County Evaluation Committee Policy per Local Government Code §262.011(o), as originally adopted May 17, 2016.

**32.** Discuss, consider and take appropriate action on approving the Amendment for the Odyssey Software Agreement with Tyler Technologies to add Inmate Fingerprint Biometrics.

**33.** Discuss, consider and take appropriate action on approving the Amendment on the Mcliff Partners Vending Services Agreement and renewal for the same pricing, terms and conditions as the existing Agreement and Amendments for the term of December 1, 2016 - November 30, 2017, with Mcliff Coffee + Vending.

**34.** Discuss, consider, and take appropriate action on exempting Deccan International from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Codes, as the sole source provider of the Live MUM 2.0 software upgrade, maintenance and additional licenses.

**35.** Discuss, consider, and take appropriate action on exempting Aristatek, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of PEAC-WMD hazmat software and maintenance, and approving agreement between Williamson County and Aristatek, Inc.

**36.** Discuss, consider, and take appropriate action on approving the new Agreement with Tyler Technologies for Brazos Software and Hardware for JP3, JP4 and Patrol Departments.

**37.** Discuss, consider, and take appropriate action on rejecting the only proposal received for RFP#1606-093, Payroll Services for existing Temporary Labor for Elections Administration from Nova Management.

**38.** Discuss, consider, and take appropriate action on approving the Change Order on the Hazard Fuels Reduction Program Contract 1605-085, with Quality Tree and Lawn.

**39.** Discuss, consider and take appropriate action on the Fiscal Year 2017 Animal Shelter Donation Fund.

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0545.0000.364100 | Insurance Reimbursements | $6,947.46 |

**41.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Animal Shelter:

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0545.0545.003006 | Office Equipment < $5,000.00 | $1,060.00 |
| | 0545.0545.003010 | Computer Equipment < $5,000.00 | $3,940.94 |

| | | | |
|---|---|---|---|
| | 0545.0545.004510 | Facility Repairs | $1,946.52 |

**42.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for the Parks Department.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $8,286.36 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367403 | Park Donations | $1,919.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $1,919.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367400 | Donations | $500.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0405.003670 | Use of Donations | 500.00 |

**47.** Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Juvenile Services.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0576.004103 | GISD Residential Services | $33,325.80 |

**48.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0475.004229 | Co Atty/ St Law Enforc Trng | $1,253.99 |
| | 0100.0551.004229 | Const 1/St Law Enforc Trng | $955.23 |
| | 0100.0552.004229 | Const 2/St Law Enforc Trng | $4,243.23 |
| | 0100.0553.004229 | Const 3/St Law Enforc Trng | $5,962.01 |
| | 0100.0554.004229 | Const 4/St Law Enforc Trng | $4,242.28 |
| | 0100.0560.004229 | SO/St Law Enforc Trng | $37,846.36 |
| | 0100.0570.004229 | Co Jail/St Law Enforc Trng | $9,627.61 |
| | 0100.0440.004229 | DA/St Law Enforc Trng | $0.00 |

**49.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for Veterans Services:

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0405.003670 | Use of Donations | $1,376.20 |

**50.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for the EMS Department.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0540.003670 | Use of Donations | $362.46 |

**51.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment for unspent 2016 donation dollars for the Sherriff's Office donations:

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0560.003671 | Use of V.A. Donations | $940.03 |

**52.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Wireless Communications Department:

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.000.364100 | Insurance Reimbursements | $3,652.78 |

**53.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Wireless Communications Department.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0587.004541 | Vehicle Repairs and Maint | $3,652.78 |

**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)."***

**54.** 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

**55.** 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 258.
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
e) Discuss proposed sale of excess right of way on US 183 A Toll Road.

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

**56.** 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

**57.** 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).

**58.** 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)

**59.** Discuss and take appropriate action concerning economic development.

**60.** Discuss and take appropriate action concerning real estate.

**61.** 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

**62.** 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.

**63.** 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:** 12/13/2016

Line Item Transfer

**Submitted By:** Peggy Braun, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This request is to provide funding to purchase a replacement refrigerator and freezer to be utilized in the evidence section of the Sheriff's Office. Multiple types of evidence must be stored as required by each case. The current refrigerator was purchased utilizing Sheriff's forfeited funds and does not operate and it is cost prohibitive to repair. Funding is available as a result of the purchase price of the patrol vehicles being less than originally expected.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.005700 | Vehicles >$5,000 | $6,800.00 |
| To | 0100.0560.005000 | Capital Outlay >$5,000 | $6,800.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Budget Office | Ashlie Koenig | 12/07/2016 08:30 PM |
| Form Started By: Peggy Braun | | Started On: 11/30/2016 08:20 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 12/13/2016

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 the Commissioner Precinct #2 Office.

### Background

This transfer is a result of action taken on the approval of item #28 on the 12/6/16 agenda to increase the budget on a position.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0409-004998 | Non Dept/Contingencies | $826.00 |
| To | 0100-0212-001100 | Comm Pct#2/Full time Salary | $826.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Ashlie Koenig | | Started On: 12/06/2016 01:43 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 12/13/2016

Treasurer Monthly Financial Report

**Submitted For:** Jerri Jones **Submitted By:** Jerri Jones, County Treasurer

**Department:** County Treasurer

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

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

**Attachments**

11-2016 Treasurer Report

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Jerri Jones | | Started On: 12/07/2016 03:29 PM |
| Final Approval Date: 12/08/2016 | | |

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

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

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____day of _____, 2016, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **November 2016**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $421,138,396.44.

_____
Dan A. Gattis, County Judge

_____
Lisa Birkman, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Larry Madsen, Commissioner Pct. 4

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

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

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

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

Currency: USD
Entity=01 (Williamson County)

| | Beginning Balance | Receipts | Disbursements | Ending Balance |
|---|---|---|---|---|
| General Operating | | | | |
| Cash | 1,010,594.73 | 86,725,317.39 | 87,360,562.92 | 375,349.20 |
| Investments - TexPool | 54,575,648.52 | 14,627,876.22 | 19,610,142.89 | 49,593,381.85 |
| Investments | 288,375,828.23 | 23,672,183.34 | 26,097,816.67 | 285,950,194.90 |
| Investments - TexStar | 4,240,474.28 | | 4,240,807.97 | (333.69) |
| Investments - Logic | 78,111,360.71 | 13,345,763.47 | 9,581,555.50 | 81,875,568.68 |
| Total General Operating | 426,313,906.47 | 138,371,140.42 | 146,890,885.95 | 417,794,160.94 |
| Payroll Fund | | | | |
| Cash | 1,528,187.83 | 12,160,954.62 | 12,174,798.33 | 1,514,344.12 |
| Total Payroll Fund | 1,528,187.83 | 12,160,954.62 | 12,174,798.33 | 1,514,344.12 |
| SO Commissary Fund | | | | |
| Cash | 1,322,516.78 | | | 1,322,516.78 |
| Investments - Texpool | 507,374.60 | | | 507,374.60 |
| Total SO Commissary Fund | 1,829,891.38 | | | 1,829,891.38 |
| Grand Total | 429,671,985.68 | 150,532,095.04 | 159,065,684.28 | 421,138,396.44 |

Currency: USD
Entity=01 (Williamson County)

| Object | Fund | Beginning Balance | Receipts | Disbursements | Ending Balance |
|---|---|---|---|---|---|
| 101000 | 0100 GENERAL FUND | (1,500,630.25) | 30,428,471.04 | 31,648,555.01 | (2,720,714.22) |
| 101000 | 0200 ROAD & BRIDGE GENERAL FUND | (7,373,680.50) | 27,361,167.58 | 27,630,970.99 | (7,643,483.91) |
| 101000 | 0205 RD & BRIDGE SPECIAL PROJECTS | (12,625.68) | 500.00 | 250.00 | (12,375.68) |
| 101000 | 0231 CAMPO PERSONNEL FUND | (66,909.14) | | 79,546.62 | (146,455.76) |
| 101000 | 0250 PASS THRU FUNDING PROGRAM | 53,925.38 | 60,000.00 | 75,342.25 | 38,583.13 |
| 101000 | 0310 WM-FUTURE ENVIRONMENTAL LIAB | 246,193.59 | | | 246,193.59 |
| 101000 | 0311 WM-MASTER SITE DEVELOPMENT | 540,393.83 | | | 540,393.83 |
| 101000 | 0312 WM-COMMUNITY REC FACILITY | 383,153.19 | | 33,000.00 | 350,153.19 |
| 101000 | 0313 WM-CITY OF HUTTO & HUTTO ISD | 388,227.53 | | 95,000.00 | 293,227.53 |
| 101000 | 0340 TOBACCO FUND | 69,904.44 | | 0.08 | 69,904.36 |
| 101000 | 0350 LAW LIBRARY FUND | 43,043.54 | 29,391.00 | 22,553.14 | 49,881.40 |
| 101000 | 0353 JP #3 TEEN COURT PROGRAM | 1,122.39 | 80.00 | 40.00 | 1,162.39 |
| 101000 | 0355 COURT REPORTER SERVICE FUND | 77,106.06 | 14,417.48 | 13,176.23 | 78,347.31 |
| 101000 | 0360 COURTHOUSE SECURITY FUND | 74,129.72 | 33,540.04 | 22,448.35 | 85,221.41 |
| 101000 | 0361 JP SECURITY FUND | 127,498.13 | 2,227.80 | 1,151.39 | 128,574.54 |
| 101000 | 0365 CHILD SAFETY FUND | 350,322.02 | 110,514.06 | 736,881.54 | (276,045.46) |
| 101000 | 0366 CHILD ABUSE PREVENTION FUND | 220.61 | 17.32 | 8.66 | 229.27 |
| 101000 | 0367 JP #3 TRUANCY PROGRAM FD | 106,748.01 | 7,383.66 | 8,446.12 | 105,685.55 |
| 101000 | 0368 JP #2 TRUANCY PROGRAM FD | 69,252.69 | 606.68 | 318.33 | 69,541.04 |
| 101000 | 0369 JP #4 TRUANCY PROGRAM FD | 81,896.54 | 2,639.86 | 1,319.93 | 83,216.47 |
| 101000 | 0370 ALTERNATE DISPUTE RESOLUTION FUND | 73,639.56 | 2,801.10 | 1,400.55 | 75,040.11 |
| 101000 | 0371 JUV DELIQ PREV FD-GRAFFITI | 8,169.67 | | | 8,169.67 |
| 101000 | 0372 JUSTICE COURT TECHNOLOGY FUND | 4,608.56 | 8,921.54 | 15,609.51 | (2,079.41) |
| 101000 | 0373 JP #1 TRUANCY PROGRAM FD | 25,719.17 | 852.60 | 434.30 | 26,137.47 |
| 101000 | 0374 CTY & DIST CT TECHNOLOGY FUND | 73,569.30 | 1,561.34 | 780.67 | 74,349.97 |
| 101000 | 0375 ELECTION SRVS CONTRACT FD | 184,981.67 | 465,034.09 | 446,896.67 | 203,119.09 |
| 101000 | 0376 SURPLUS ELECTIONS CONTRACT FUND | 217,216.12 | | 1,335.92 | 215,880.20 |
| 101000 | 0377 ELECTION CHAPTER 19 FUND | (4,565.75) | | 5,342.64 | (9,908.39) |
| 101000 | 0378 ELECTION HAVA - TITLE II | 436,655.07 | | 1,195.50 | 435,459.57 |
| 101000 | 0380 PROBATE COURT FUND | 47,572.91 | 1,080.00 | 540.00 | 48,112.91 |
| 101000 | 0381 GUARDIANSHIP FUND | 116,360.58 | 4,440.00 | 2,220.00 | 118,580.58 |
| 101000 | 0382 SPECIALITY COURTS FUND | 109,719.38 | 970.00 | 485.00 | 110,204.38 |
| 101000 | 0384 RCDS ARCHIVE FUND - CO CLERK | 205,468.58 | 96,700.00 | 70,875.22 | 231,293.36 |
| 101000 | 0385 RCDS MGMT/PRSRV FD-CO CLRK | 201,416.07 | 202,538.44 | 153,940.05 | 250,014.46 |
| 101000 | 0386 RCDS MGMT/PRSRV FD-DIST CLRK | 187,890.63 | 3,926.54 | 3,904.06 | 187,913.11 |
| 101000 | 0387 RCDS TECHNOLOGY FUND-DIST CLK | 263,276.86 | 7,517.70 | 3,758.85 | 267,035.71 |
| 101000 | 0388 COURT RCDS PRESERVATION FUND | 475,946.15 | 10,882.88 | 5,441.44 | 481,387.59 |
| 101000 | 0390 RCDS MGMT/PRSRV FD-CO WIDE | 101,726.32 | 15,380.77 | 8,777.55 | 108,329.54 |
| 101000 | 0399 STATE AGENCY FUND | 247,684.31 | 466,817.20 | 233,472.55 | 481,028.96 |
| 101000 | 0406 CO ATTY HOT CHECK FUND | 10,023.17 | 2,875.94 | 1,537.97 | 11,361.14 |
| 101000 | 0407 D/A WELFARE FRAUD FUND | 1,338.50 | | | 1,338.50 |
| 101000 | 0408 D/A ASSET FORFEITURES | 116,975.78 | | 4,127.19 | 112,848.59 |
| 101000 | 0410 CO SHRF ASSET FORFEITURES | 420,802.85 | | 8,888.21 | 411,914.64 |
| 101000 | 0490 EMPLOYEE FUND | 61,044.97 | 506.24 | 272.98 | 61,278.23 |
| 101000 | 0503 OUT OF ST/ICE INMATE BILL FD | | 3,108,938.78 | 3,108,938.78 | |
| 101000 | 0507 WC RADIO COMMUNICATION SYSTEM | 155,770.38 | 313,734.26 | 200,875.21 | 268,629.43 |
| 101000 | 0508 WMSN CO CONSERVATION FUND | 215,661.91 | 4,758.62 | 29,387.82 | 191,032.71 |
| 101000 | 0512 AVAILABLE SCHOOL FUND | 39.26 | | 39.26 | |

Currency: USD
Entity=01 (Williamson County)

| Object | Fund | | Beginning Balance | Receipts | Disbursements | Ending Balance |
|---|---|---|---|---|---|---|
| 101000 | 0515 | APPELLATE JUDICIAL SYS FD | 3,087.97 | 4,898.48 | 5,537.21 | 2,449.24 |
| 101000 | 0545 | REGIONAL ANIMAL SHELTER | 125,201.85 | 417,680.19 | 307,290.04 | 235,592.00 |
| 101000 | 0546 | REG ANIMAL SHELTER DONATION FUND | 370,632.06 | 230,873.60 | 126,097.79 | 475,407.87 |
| 101000 | 0571 | JJAEP TIER II FUNDING | 342,721.98 | 47,094.00 | 23,547.00 | 366,268.98 |
| 101000 | 0600 | DEBT SERVICE-COUNTY WIDE | 3,152,294.50 | 6,292,181.40 | 3,146,090.70 | 6,298,385.20 |
| 101000 | 0636 | WC HISTORICAL COMMISSION PROGRAM FUND | 7,022.72 | | | 7,022.72 |
| 101000 | 0777 | CAPITAL PROJECTS FUND | 71,183.03 | 14,726,948.20 | 15,382,938.91 | (584,807.68) |
| 101000 | 0831 | 831 CAMPO OPERATING | | | 102,705.13 | (102,705.13) |
| 101000 | 0852 | AVERY RANCH FUND | 22,012.09 | 98,535.72 | 110,296.13 | 10,251.68 |
| 101000 | 0853 | PEARSON PLACE RD DIST OPERATING FUND | | 4,338.18 | 4,338.18 | |
| 101000 | 0854 | PEARSON PLACE RD DIST DEBT SERVICE FUND | 4,505.38 | 19,665.00 | 22,572.84 | 1,597.54 |
| 101000 | 0875 | SO COMMISSARY FUND | 1,322,516.78 | | | 1,322,516.78 |
| 101000 | 0880 | PAYROLL FUND | 1,528,187.83 | 12,160,954.62 | 12,174,798.33 | 1,514,344.12 |
| 101000 | 0882 | FLEET MAINTENANCE | 867,234.57 | 220,379.65 | 265,899.71 | 821,714.51 |
| 101000 | 0885 | WSMN CO BENEFITS FUND | (12,621.88) | 861,907.94 | 2,403,541.17 | (1,554,255.11) |
| 101000 | 0999 | INDIRECT PROJECTS/GRANTS FD | (1,560,683.62) | 1,029,620.47 | 780,221.57 | (1,311,284.72) |
| Total Cash | | | 3,861,299.34 | 98,886,272.01 | 99,535,361.25 | 3,212,210.10 |
| 151000 | 0100 | GENERAL FUND | 32,927.39 | 118.98 | 31,032.75 | 2,013.62 |
| 151000 | 0200 | ROAD & BRIDGE GENERAL FUND | 24,603.15 | | | 24,603.15 |
| 151000 | 0340 | TOBACCO FUND | 8,458.78 | | | 8,458.78 |
| 151000 | 0350 | LAW LIBRARY FUND | 302,378.89 | | | 302,378.89 |
| 151000 | 0355 | COURT REPORTER SERVICE FUND | 1,091,426.95 | | | 1,091,426.95 |
| 151000 | 0360 | COURTHOUSE SECURITY FUND | 128,214.30 | | | 128,214.30 |
| 151000 | 0365 | CHILD SAFETY FUND | 366,062.98 | | 118.98 | 365,944.00 |
| 151000 | 0370 | ALTERNATE DISPUTE RESOLUTION FUND | 220,990.76 | | | 220,990.76 |
| 151000 | 0372 | JUSTICE COURT TECHNOLOGY FUND | 464,010.78 | | | 464,010.78 |
| 151000 | 0384 | RCDS ARCHIVE FUND - CO CLERK | 1,914,483.83 | | | 1,914,483.83 |
| 151000 | 0385 | RCDS MGMT/PRSRV FD-CO CLRK | 1,885,092.23 | | | 1,885,092.23 |
| 151000 | 0390 | RCDS MGMT/PRSRV FD-CO WIDE | 425,924.70 | | | 425,924.70 |
| 151000 | 0408 | D/A ASSET FORFEITURES | 123,385.46 | | | 123,385.46 |
| 151000 | 0410 | CO SHRF ASSET FORFEITURES | 356,018.25 | | | 356,018.25 |
| 151000 | 0508 | WMSN CO CONSERVATION FUND | 1,240,605.03 | | | 1,240,605.03 |
| 151000 | 0600 | DEBT SERVICE-COUNTY WIDE | 516,485.69 | | | 516,485.69 |
| 151000 | 0875 | SO COMMISSARY FUND | 507,374.60 | | | 507,374.60 |
| 151000 | 0999 | INDIRECT PROJECTS/GRANTS FD | 1,687.00 | | | 1,687.00 |
| 151100 | 0100 | GENERAL FUND | 12,327,060.97 | 4,119,894.40 | 8,029,995.52 | 8,416,959.85 |
| 151100 | 0200 | ROAD & BRIDGE GENERAL FUND | 11,412,345.88 | 10,000,000.00 | 9,982,266.67 | 11,430,079.21 |
| 151100 | 0310 | WM-FUTURE ENVIRONMENTAL LIAB | 970,815.44 | | | 970,815.44 |
| 151100 | 0340 | TOBACCO FUND | 1,760,005.85 | | | 1,760,005.85 |
| 151100 | 0600 | DEBT SERVICE-COUNTY WIDE | 5,210,649.81 | | | 5,210,649.81 |
| 151100 | 0852 | AVERY RANCH FUND | 13,805.26 | 493,286.34 | | 507,091.60 |
| 151100 | 0885 | WSMN CO BENEFITS FUND | 3,198,703.75 | | | 3,198,703.75 |
| 151160 | 0777 | CAPITAL PROJECTS FUND | 221,158.19 | | | 221,158.19 |
| 151161 | 0777 | CAPITAL PROJECTS FUND | 399,189.56 | | | 399,189.56 |
| 151162 | 0777 | CAPITAL PROJECTS FUND | 9,526,899.57 | | 1,119,894.40 | 8,407,005.17 |
| 151902 | 0852 | AVERY RANCH FUND | 432,258.07 | 14,576.50 | 446,834.57 | |

Currency: USD
Entity=01 (Williamson County)

| Object | Fund | Beginning Balance | Receipts | Disbursements | Ending Balance |
|---|---|---|---|---|---|
| Total TexPool/TexPool Prime | | 55,083,023.12 | 14,627,876.22 | 19,610,142.89 | 50,100,756.45 |
| 152000 | 0100 GENERAL FUND | 62,491,778.89 | 4,231,050.00 | 2,115,550.00 | 64,607,278.89 |
| 152000 | 0200 ROAD & BRIDGE GENERAL FUND | 15,933,789.17 | 14,964,533.34 | 14,982,266.67 | 15,916,055.84 |
| 152000 | 0250 PASS THRU FUNDING PROGRAM | 24,031,796.13 | | | 24,031,796.13 |
| 152000 | 0340 TOBACCO FUND | 1,988,213.34 | | | 1,988,213.34 |
| 152180 | 0777 CAPITAL PROJECTS FUND | 134,053,362.35 | 4,476,600.00 | 9,000,000.00 | 129,529,962.35 |
| 152181 | 0777 CAPITAL PROJECTS FUND | 9,930,944.40 | | | 9,930,944.40 |
| 152182 | 0777 CAPITAL PROJECTS FUND | 39,945,943.95 | | | 39,945,943.95 |
| Total Investments | | 288,375,828.23 | 23,672,183.34 | 26,097,816.67 | 285,950,194.90 |
| 154000 | 0250 PASS THRU FUNDING PROGRAM | 4,240,474.28 | | 4,240,807.97 | (333.69) |
| Total TexStar | | 4,240,474.28 | | 4,240,807.97 | (333.69) |
| 153500 | 0100 GENERAL FUND | 13,289,363.95 | 4,471,481.24 | 5,110,074.26 | 12,650,770.93 |
| 153500 | 0250 PASS THRU FUNDING PROGRAM | | 4,285,807.97 | 30,000.00 | 4,255,807.97 |
| 153500 | 0853 PEARSON PLACE RD DIST OPERATING FUND | 700,311.12 | 4,338.18 | 4,338.18 | 700,311.12 |
| 153500 | 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND | 156,402.17 | 12,740.34 | | 169,142.51 |
| 153780 | 0777 CAPITAL PROJECTS FUND | 24,906,854.42 | 4,545,275.00 | 3,716,763.04 | 25,735,366.38 |
| 153781 | 0777 CAPITAL PROJECTS FUND | 19,299,233.54 | | 720,380.02 | 18,578,853.52 |
| 153782 | 0777 CAPITAL PROJECTS FUND | 19,759,195.51 | 26,120.74 | | 19,785,316.25 |
| Total Logic | | 78,111,360.71 | 13,345,763.47 | 9,581,555.50 | 81,875,568.68 |
| Grand Total | | 429,671,985.68 | 150,532,095.04 | 159,065,684.28 | 421,138,396.44 |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 12/13/2016

Approve the resale of property held in trust

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to Abraham Eliashar pertaining to property described as a Lot 12, Block 70 ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 332, Page 15 of the Deed Records and Document 2011028185 of the Official Public Records Williamson County, Texas Tax Account No. R007803.

### Background

In 2010, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Bartlett Independent School District, the City of Bartlett, Texas, and the Donohoe Creek Water Shed vs. William Lyons et al. On December 13th, 2010 a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in March of 2011, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since December 2011 and has therefore been completely exempt from taxation since that date. Abraham Eliashar, a resident of Cedar Park, Texas has tendered a purchase offer of $1,950, which is an amount greater than the amount due in the judgment of foreclosure. Mr. Eliashar's offer would therefore pay off all taxes due, as well as the costs of court incurred in the foreclosure process. By accepting this offer, the County is also removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing entities listed above.

For the reasons stated herein, it is my recommendation to accept this offer by the Abraham Eliashar.

## Fiscal Impact

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

## Attachments

Deed A Eliashar

Eliashar Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Judy Kocian | | Started On: 12/01/2016 04:19 PM |
| Final Approval Date: 12/07/2016 | | |

DEED WITHOUT WARRANTY

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

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

THAT The County of Williamson, Texas, TRUSTEE for itself and the City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, acting by and through the County Judge of The County of Williamson, Texas, for and in consideration of the sum of ONE THOUSAND NINE HUNDRED FIFTY AND .00/100S ($1,950.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Abraham Eliashar**, whose address is P. O. Box 862, Cedar Park, Texas 78613, the following described Property, to wit:

> Lot 12, Block 70, ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 332, Page 15 of the Deed Records and Document 2011028185 of the Official Public Records, Williamson County, Texas (Tax Account #R007803)

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

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

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

The consideration paid by the Grantee being equal to or greater than the total amount of the judgment against the property, this conveyance is made pursuant to the provision of section 34.05(a) and (h) of the Texas Tax Code.

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

The County of Williamson, Texas

By

_____

_____(Print Name)
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

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

_____

Notary Public, State of Texas

After recording, return to:

Abraham Eliashar
P. O. Box 862
Cedar Park, Texas 78613

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

**Whereas**, the Williamson County Tax Office collects property taxes for the City of Bartlett, Texas, Bartlett Independent School District, Donohoe Creek Water Shed, and The County of Williamson (" Taxing Units"); and

**Whereas**, in April, 2011, property described as Lot 12, Block 70, ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 332, Page 15 of the Deed Records, Williamson County, Texas ("the Property") was the subject of a tax sale; and

**Whereas**, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, by virtue of a Constable's Deed recorded as Document No. 2011028185 of the Official Public Records, Williamson County, Texas; and

**Whereas**, the Property has been tax exempt since April, 2011; and

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

Whereas, Abraham Eliashar, P. O. Box 862, Cedar Park, Texas 78613 has offered to purchase the Property for $1,950.00 which amount will pay all of the judgment against the Property for delinquent taxes and cost of court and sale; and

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

**WHEREFORE, BE IT RESOLVED** that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, The City of Bartlett, Texas, Bartlett Independent School District and the Donohoe Creek Water Shed, accepts the offer to purchase the Property for $1,950.00 and shall resell all of the interest of the Taxing Units in the Property described below to Abraham Eliashar, P. O. Box 862, Cedar Park, Texas 78613.

**Property to be sold:**

Lot 12, Block 70, ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Volume 332, Page 15 of the Deed Records and Document #2011028185 of the Official Public Records, Williamson County, Texas (Tax Account #R007803)

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

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

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

_____
Attested: County Clerk

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 12/13/2016

Approve the resale of property held in trust

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a resolution authorizing the Presiding Officer of the Williamson County Commissioners Court to execute a Deed Without Warranty from Williamson County, Texas to the David Legere pertaining to property described as a the Northeast Part of Lot 4, Block 1, Duffy Subdivision, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 567, Page 411 of the Deed Records and Document No. 2011086827 of the Official Public Records, Williamson County, Texas (Tax Account No. R016917)

### Background

In 2011, Williamson County filed a lawsuit to collect delinquent property taxes on behalf of itself, Taylor Independent School District, and The City of Taylor, Texas vs. Thomas Taylor et al. On September 15th, 2011, a judgment was signed ordering foreclosure of the tax lien. Pursuant to the Property Tax Code, in December of 2011, the property was offered for sale at a public tax foreclosure sale. The property did not receive a bid and was taken into trust by the County for the use and benefit of all the taxing jurisdictions. This property has been held in trust with an exempt status since December 2011 and has therefore been completely exempt from taxation since that date. David Legere, a resident of Taylor, Texas has tendered a purchase offer of $3,860, which is an amount greater than the amount due in the judgment of foreclosure. Mr. Legere's offer would therefore pay off all taxes due, as well as the costs of court incurred in the foreclosure process. By accepting this offer, the County is also removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing entities listed above.

It is my recommendation to accept this offer by the David Legere for the reasons stated above.

## Fiscal Impact

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

## Attachments

Legere Resolution

Deed Legere

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Judy Kocian | | Started On: 12/01/2016 04:34 PM |
| Final Approval Date: 12/07/2016 | | |

STATE OF TEXAS

COUNTY OF WILLIAMSON

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

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

**Whereas**, in December, 2011, property described as The Northeast Part of Lot 4, Block 1, Duffy Subdivision, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 567, Page 411 of the Deed Records, Williamson County, Texas, ("the Property") was the subject of a tax sale; and

**Whereas**, the Property did not receive a bid at the tax sale and was struck off to The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and the City of Taylor, Texas, by virtue of a Constable's Deed recorded as Document No. 2011086827 of the Official Public Records, Williamson County, Texas; and

**Whereas**, the Property has been tax exempt since December, 2011; and

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

Whereas, David Legere of 211 N. Doak Street, Taylor, Texas has offered to purchase the Property for $3,860.00 which amount will pay all of the judgment against the Property for delinquent taxes and cost of court and sale; and

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

**WHEREFORE, BE IT RESOLVED** that The County of Williamson, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and the City of Taylor, Texas, accepts the offer to purchase the Property for $3,860.00 and shall resell all of the interest of the Taxing Units in the Property described below to David Legere, 211 N. Doak Street, Taylor, Texas 76574.

**Property to be sold:**

The Northeast Part of Lot 4, Block 1, Duffy Subdivision, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 567, Page 411 of the Deed Records and Document #2011086827 of the Official Public Records, Williamson County, Texas (Tax Account #R016917)

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

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

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

_____
Attested: County Clerk

# DEED WITHOUT WARRANTY

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

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

THAT The County of Williamson, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of THREE THOUSAND EIGHT HUNDRED SIXTY AND .00/100S ($3,860.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **David Legere**, whose address is 211 N. Doak Street, Taylor, Texas 76574, the following described Property, to wit:

> The Northeast Part of Lot 4, Block 1, Duffy Subdivision, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 567, Page 411 of the Deed Records and Document #2011086827 of the Official Public Records, Williamson County, Texas (Tax Account #R016917)

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

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

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

The consideration paid by the Grantee being equal to or greater than the total amount of the judgment against the property, this conveyance is made pursuant to the provision of section 34.05(a) and (h) of the Texas Tax Code.

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

The County of Williamson, Texas

By

_____

_____(Print Name)
County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

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

_____

Notary Public, State of Texas

After recording, return to:

David Legere
211 N. Doak Street
Taylor, Texas 76574

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 12/13/2016

Compensation Items

**Submitted By:** Tara Raymore, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**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 documentation for details

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**Fiscal Impact**

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

**Attachments**

Comp Items

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget Office | Ashlie Koenig | 12/07/2016 08:34 PM |
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:47 AM |
| Form Started By: Tara Raymore | | Started On: 12/07/2016 02:41 PM |
| Final Approval Date: 12/08/2016 | | |

| Department | PCN | EE ID | Budget Amount | Requested* | Increase Amount | % Increase | Reason for Change | Salaries From | Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|
| 911 | 0123 | 13403 | $39,571.27 | No Change | N/A | N/A | Title & Grade change: Telecommunications Officer II B.22 to Telecommunications Officer III B.23Career Ladder Progression | no salary change | 12/16/2016 |
| Sheriffs Office | 1234 | 13902 | $26,658.09 | $27,457.83 | $799.74 | 3.00% | Merit | Unallocated 001100 | 12/2/2016 |
| Sheriffs Office | 1227 | 13903 | $26,658.09 | $27,457.83 | $799.74 | 3.00% | Merit | Unallocated 001100 | 12/2/2016 |
| Sheriffs Office | 1310 | 12235 | $52,275.00 | $56,584.14 | $4,309.14 | 8.24% | Prior Service Credit L1.1 - L1.5 | Unallocated 001105 | 12/2/2016 |
| County Auditor | 1761 | 13351 | $50,703.90 | $53,239.16 | $2,535.26 | 5.00% | Merit | Unallocated 001100 | 12/16/2016 |
| County Auditor | 0628 | 11632 | $39,565.97 | $41,544.26 | $1,978.29 | 5.00% | Merit | Unallocated 001100 | 12/16/2016 |
| Tax Office | 1762 | Vacant | $29,418.72 | $30,903.17 | $1,484.45 | 5.05% | Title & Grade: Motor Vehicle Specialist I B.17 to Motor Vehicle Specialist II B.18 | Unallocated 001100 | 12/16/2016 |

*Amounts may vary slightly due to rounding in Oracle

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 12/13/2016

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing on the disposal of various county assets through auction including (1) Table, (1) Copier, (1) Fax machine, (1) Computer, (3) Chairs, (1) 2007 Black Chevy Impala, (1) 2002 Red Chevy 1500 Xcab, (1) 2009 Silver Ford Crown Vic, (1) 2000 White Ford F150, (1) 2009 Black Toyota Tacoma, (1) 2013 Black Ford Explorer (complete lists attached) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

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

**Attachments**

Asset Transfer

Asset Transfer 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Jayme Jasso | | Started On: 12/06/2016 02:57 PM |
| Final Approval Date: 12/07/2016 | | |

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 2G1WS55R879415360 | 560 | SA0720 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| DMT1593 | 2007 | CHEVROLET | IMPALA | BLACK |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

2) Reason for Status Change:

☐ Accident

NOV 30 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

☒ High Mileage: List actual mileage 123,857

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 11-17-16

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

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

- (X) SALE at the earliest auction
- ( ) TRANSFER between county departments
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other

Print Name R Rodgers Signature [signature] Date 11-21-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 1GCEC19V22Z280519 | 0587/ Wireless Communica | RB0246 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| 1091999 | 2002 | Chevrolet | 1500 XCAB | Red |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

RECEIVED

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report — NOV 30 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 139,821

☐ Not mechanically sound

☒ Other: Explain Age

3) Elected Official/Department Head/Authorized Staff

Print Name Catherine Roberts Signature Catherine L. Roberts Date Nov 10, 2016

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

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

- (•) SALE at the earliest auction
- ( ) TRANSFER between county departments
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other

Print Name R Rodriguez Signature R Rodriguez Date 11-21-16

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

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

HR Release Authorization: Jana Raupe

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

Transfer has been reviewed and approved:

Signature:

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

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 2FAHP71V89X118657 | 560 | SA0906 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| GWY9178 | 2009 | FORD | CROWN VIC | SILVER |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

RECEIVED
NOV 30 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☒ High Mileage: List actual mileage 107,424

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 11-9-16

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

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

- (•) SALE at the earliest auction
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) TRANSFER between county departments
- ( ) Other

Print Name R Rodgers Signature [signature] Date 11/10/16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 1FTZX1726YKA78007 | 509 | BB0093 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| 1087628 | 2000 | Ford | F150 | White |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

RECEIVED
NOV 30 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain age

3) Elected Official/Department Head/Authorized Staff

Print Name Gary Wilson Signature Gary Wilson Date Oct 31, 2016

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

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

- (•) SALE at the earliest auction
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) TRANSFER between county departments
- ( ) Other _____

Print Name R Rodgers Signature R Rodgers Date 11-7-16

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

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

HR Release Authorization: Tara Tessmann

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

Transfer has been reviewed and approved:

Signature: _____

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

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 5TETX22N19Z651907 | 560 | SB0937 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| AV13307 | 2009 | TOYOTA | TACOMA | BLACK |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

2) Reason for Status Change:

RECEIVED
NOV 30 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ Accident

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

☒ High Mileage: List actual mileage 124,829

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 11-9-16

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

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

- ✓ SALE at the earliest auction
- ○ SALVAGE for parts
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ TRANSFER between county departments
- ○ Other

Print Name R Rodgers Signature [signature] Date 11/10/16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

RECEIVED

NOV 30 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 1FM5K8AR0DGA09060 | 560 | SB1302 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| 1143924 | 2013 | FORD | EXPLORER | BLACK |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

2) Reason for Status Change:

☐ Accident

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

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

NOV 30 2016

☒ High Mileage: List actual mileage 123,766

☐ Not mechanically sound

☒ Other: Explain Check Engine Light On. Code P0430 Catalyst System Efficiency Below Threshold Bank 2. Needs a Catalytic Converter, Right Rear Strut Leaking, Needs Front Brakes.

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 11-9-16

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

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

- (X) SALE at the earliest auction
- ( ) TRANSFER between county departments
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other

Print Name R Rodgers Signature R Rodgers Date 11/10/16

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

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

HR Release Authorization: Jana Traynor

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

Transfer has been reviewed and approved:

Signature:

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

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Gray table | | | Working |
| 1 | Toshiba Copier | CWF117450 | | Non-Working |
| 1 | Brother Intellifax Fax Machine | 460302F2K655693 | | Non-Working |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): JP #2

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

Judge Edna Staudt
Print Name

Edna J Staudt
Signature

Date

**Contact Person:**

Sheri Friedman
Print Name

+1 (512) 260-4253
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

RECEIVED
NOV 30 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 _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | DELL 2355dn | Service Tag 22JCJM1 | | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): County Court at Law #2

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

Laura Barker
Print Name

Signature Date

**Contact Person:**

Kevin Kracht
Print Name

+1 (512) 943-1410
Phone Number

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

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

Print Name

Signature Date

**Contact Person:**

Print Name

Phone Number

NOV 29 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 _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Executive desk chair, black, mid-back | | | |
| 2 | Guest chairs, black | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): County Auditor's Office

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

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

**Contact Person:**

Lisa V. Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

RECEIVED

Print Name

NOV 29 2016

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

# Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 12/13/2016

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 (1) Brown Executive Chair through inter-departmental transfer (see attached list) pursuant to Tx. Local Gov't code 263.152.

**Background**

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**Fiscal Impact**

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

**Attachments**

Asset Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Jayme Jasso | | Started On: 12/06/2016 03:09 PM |
| Final Approval Date: 12/07/2016 | | |

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | BROWN EXEC CHAIR | Realspace EC620 | | GOOD/Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): District Court 26th (0436 Dept #)

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

DONNA King
Print Name

Signature Date

**Contact Person:**

Debbie Lewis
Print Name

512-943-1226
Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee): Magistrate Court 0477 Dept #

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

Teri Miller
Print Name

Signature Date

**Contact Person:**

Teri Miller
Print Name

512-943-1496
Phone Number

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

RECEIVED
NOV 30 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 12/13/2016

Raba Kistner Work Authorization 1 for Construction Material Testing and Inspection for Williamson County North Campus Facilities

**Submitted For:** Robert Daigh **Submitted By:** Sarah Ramos, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Raba Kistner, Inc. and Williamson County dated November 10, 2016 for Construction Material Testing and Inspection for Williamson County North Campus Facilities.

**Background**

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**Fiscal Impact**

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

**Attachments**

North Campus - RABA -Material Testing & Inspection - WA1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Sarah Ramos | | Started On: 12/06/2016 01:34 PM |
| Final Approval Date: 12/07/2016 | | |

**WORK AUTHORIZATION NO. 1**

**PROJECT: Construction Material Testing and Inspection for Williamson County North Campus Facilities**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **November 10, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Raba Kistner, Inc.** (the "Engineer").

Part1. 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 **$131,000.00.**

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:

RABA KISTNER, INC.

By: _____
Signature

Gabriel Ornelas, Jr., PE, PMP
Printed Name

Vice President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## 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 Raba Kistner, Inc. to maintain an agreed upon project schedule as developed in attached Attachment C.

3. County will provide points of contact, to be identified upon Notice to Proceed.

4. County will provide project management.

**Attachment B - Services to be Provided by Engineer**

To provide engineering services for construction material testing and inspection services for the Williamson County North Campus Facilities project; a collection of small industrial buildings ranging from 5,000 square foot to 50,000 square foot to be located at 3151 SE Inner Loop Georgetown, Texas.

To include, but not be limited to:

- Soil sampling and testing
- Earthwork inspection
- Reinforced Concrete inspection and testing,
- Structural steel inspection and testing
- Masonry inspection and testing
- S-ample and test concrete, asphalt, HMACP, crushed stone base
- Conduct inspection of structural items of construction
- Provide weld inspection and testing

## Attachment C - Work Schedule

Work schedule is approximately 490 calendar days from notice to proceed.

# Attachment D - Fee Schedule

| COST ESTIMATE BREAKDOWN | | | Date: | October 17, 2016 |
|---|---|---|---|---|
| | | | Proposal Number: | PAD16-147-00 |
| Project Name: | North Campus Facilities - Williamson County | | | |
| Project Location: | 2910, 3151, & 3189 S.E. Inner Loop | | | |
| Contact Name: | Dwayne Gossett | | | |
| Client: | Williamson County | | | |
| Address: | 3101 SE Inner Loop | | | |
| City/State /Zip | Georgetown, Texas 78626 | | | |
| Phone Number:: | 512-943-1611 | | | |
| Fax Number: | 512-930-3313 | | | |
| E-Mail: | dgossett@wilco.org | | | |
| **TESTING/OBSERVATION ITEM** | **UNIT COST** | **UNIT** | **ESTIMATED QUANTITY** | **COST EXTENSION** |
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 6 | $1,494.00 |
| Atterberg Limits | $83.00 | each | 6 | $498.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 6 | $498.00 |
| Lime Series Curve | $435.00 | each | 2 | $870.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 12 | $756.00 |
| In-Place Nuclear Densities | $25.00 | each | 680 | $17,000.00 |
| Materials Technician | $50.00 | hour | 512 | $25,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 98 | $3,920.00 |
| **Subtotal** | | | | **$50,636.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 128 | $6,400.00 |
| Vehicle Travel Charge | $40.00 | trip | 32 | $1,280.00 |
| **Subtotal** | | | | **$7,680.00** |
| | | | | |
| **CONCRETE SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 300 | $5,100.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 190 | $9,500.00 |
| Materials Technician (overtime) | $70.00 | hour | 30 | $2,100.00 |
| Vehicle Travel Charge | $40.00 | trip | 65 | $2,600.00 |
| Subtotal | | | | **$19,300.00** |
| | | | | |
| **DRILLED PIER OBSERVATIONS** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 95 | $1,615.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 128 | $6,400.00 |
| Materials Technician (overtime) | $70.00 | hour | 32 | $2,240.00 |
| Geotechnical Engineer | $135.00 | hour | 4 | $540.00 |
| Vehicle Travel Charge | $40.00 | trip | 17 | $680.00 |
| **Subtotal** | | | | **$11,475.00** |
| | | | | |
| **MASONRY OBSERVATION, SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Mortar Cubes (Visual Observation by Proportions) | $24.00 | each | 0 | $0.00 |
| Compressive Strength Grout | $17.00 | each | 165 | $2,805.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 120 | $6,000.00 |
| Vehicle Travel Charge | $40.00 | trip | 32 | $1,280.00 |
| **Subtotal** | | | | **$10,085.00** |
| | | | | |

| COST ESTIMATE BREAKDOWN | | | Date: | October 17, 2016 |
|---|---|---|---|---|
| | | | Proposal Number: | PAD16-147-00 |
| Project Name: | North Campus Facilities - Williamson County | | | |
| | | | | |
| **THROUGH WALL FIRESTOP CAULKING PENETRATION OBSERVATIONS** | | | | |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 32 | $1,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 8 | $320.00 |
| **Subtotal** | | | | **$1,920.00** |
| | | | | |
| **STRUCTURAL STEEL INSPECTION** | | | | |
| **Field Testing/Observation** | | | | |
| CWI Inspector | $95.00 | hour | 98 | $9,310.00 |
| Non Destructive Testing (Ultrasonic Testing) | $104.50 | hour | 8 | $836.00 |
| Vehicle Travel Charge | $40.00 | trip | 16 | $640.00 |
| **Subtotal** | | | | **$10,786.00** |
| | | | | |
| **ASPHALT OBSERVATION, SAMPLING AND TESTING** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $459.00 | each | 10 | $4,590.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 20 | $1,020.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $60.00 | hour | 40 | $2,400.00 |
| Coring | $92.00 | hour | 10 | $920.00 |
| Vehicle Travel Charge | $40.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **FLOOR FLATNESS TESTING (If required - no requirements in Project Specifications)** | | | | |
| Floor Flatness Testing | $400.00 | each | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 8 | $1,400.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 30 | $4,050.00 |
| **Subtotal** | | | | **$9,300.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$130,512.00** |

| Add-Alternate No. 1 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 22 | $550.00 |
| Materials Technician | $50.00 | hour | 36 | $1,800.00 |
| Vehicle Travel Charge | $40.00 | trip | 9 | $360.00 |
| **Subtotal** | | | | **$2,962.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 10 | $170.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 10 | $500.00 |
| Non-Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $459.00 | each | 1 | $459.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$801.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$300.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$4,853.00** |

| Add-Alternate No. 2 | | | | |
|---|---|---|---|---|
| SOILS | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed thuough No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 18 | $450.00 |
| Materials Technician | $50.00 | hour | 21 | $1,050.00 |
| Vehicle Travel Charge | $40.00 | trip | 7 | $280.00 |
| **Subtotal** | | | | **$2,032.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 5 | $85.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 6 | $300.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Rice Sample (Extraction, Gradation, A/C content, | $459.00 | each | 1 | $459.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 7 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$801.00** |
| | | | | |
| PROJECT ADMINISTRATION | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$3,543.00** |

| Add-Alternate No. 3 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| Laboratory Testing | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 4 | $252.00 |
| In-Place Nuclear Densities | $25.00 | each | 28 | $700.00 |
| Materials Technician | $50.00 | hour | 32 | $1,600.00 |
| Vehicle Travel Charge | $40.00 | trip | 8 | $320.00 |
| **Subtotal** | | | | **$2,872.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 5 | $85.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 8 | $400.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $453.00 | each | 1 | $453.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Rucem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | $795.00 |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | GRAND TOTAL | | $3,992.00 |

| Add-Alternate No. 4 | | | | |
|---|---|---|---|---|
| **SOILS** | | | | |
| **Laboratory Testing** | | | | |
| Moisture Density Relationship, TxDOT or ASTM | $249.00 | each | 0 | $0.00 |
| Atterberg Limits | $83.00 | each | 0 | $0.00 |
| Sieve Analysis washed through No. 200 | $83.00 | each | 0 | $0.00 |
| Lime Series Curve | $435.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Field Lime Gradations | $63.00 | each | 2 | $126.00 |
| In-Place Nuclear Densities | $25.00 | each | 8 | $200.00 |
| Materials Technician | $50.00 | hour | 16 | $800.00 |
| Vehicle Travel Charge | $40.00 | trip | 4 | $160.00 |
| **Subtotal** | | | | **$1,286.00** |
| | | | | |
| **REINFORCING STEEL OBSERVATIONS** | | | | |
| **Field Observation/Testing** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Vehicle Travel Charge | $40.00 | trip | 0 | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **CONCRETE** | | | | |
| **Laboratory Testing** | | | | |
| Concrete Compressive Strength Cylinders | $17.00 | each | 0 | $0.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 0 | $0.00 |
| Non Destructive Testing (Ultrasonic Testing) | $85.00 | hour | | $0.00 |
| Vehicle Travel Charge | $50.00 | trip | | $0.00 |
| **Subtotal** | | | | **$0.00** |
| | | | | |
| **ASPHALT** | | | | |
| **Laboratory Testing** | | | | |
| Bag Sample (Extraction, Gradation, A/C content, | $453.00 | each | 1 | $453.00 |
| Molding Specimens, Laboratory Density of Molded | | | | |
| Specimens, Stability Test, Hveem, Maximum | | | | |
| Theoretical Specific Gravity) | | | | |
| Density of Asphalt Cores | $51.00 | each | 2 | $102.00 |
| **Field Testing/Observation** | | | | |
| Materials Technician | $50.00 | hour | 4 | $200.00 |
| Vehicle Travel Charge | $40.00 | trip | 1 | $40.00 |
| **Subtotal** | | | | **$795.00** |
| | | | | |
| **PROJECT ADMINISTRATION** | | | | |
| **Project Manager** | $175.00 | hour | 0 | $0.00 |
| **Project Engineer (Review Reports)** | $135.00 | hour | 1 | $135.00 |
| **Subtotal** | | | | **$245.00** |
| | | | | |
| Reporting and Report Distribution | | 10% of total cost | | $0.00 |
| | | **GRAND TOTAL** | | **$2,326.00** |

**General:**

1. We understand that Williamson County will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 3 hour minimum charge per each site visit. We request twenty-four (24) hour notification to properly schedule our work.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates at 1.4 times the normal hourly rate will be assessed after eight (8) hours of continuous work per day.

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 12/13/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Sonterra West Sec 7A subdivision - Pct 3

**Submitted For:** Joe England **Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Sonterra West Sec 7A subdivision - Pct 3.

**Background**

This is a revised preliminary plat for the Sonterra West Section 7A subdivision.

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**Fiscal Impact**

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

**Attachments**

Sonterra West Sec 7A

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 11:44 AM |
| Form Started By: Katheryn Cromwell | | Started On: 12/07/2016 09:03 AM |
| Final Approval Date: 12/07/2016 | | |

JARRELL ISD
DOC # 2008091876
REVISION 2

AREA OF REVISION

PHASE 4
REVISION 2

PHASE 2B/3
REVISION 1

PHASE 2A
REVISION 1

PREVIOUSLY PLATTED

1R

2R

SCALE 1:200

SURVEY PLAT FOR THERON VAUGHAN
93.411 ACRES
PART OF 58.6 ACRES (TRACT 1) AND
ALL OF 30.2 ACRE (TRACT 2) DOC. No.
2004099093 AND ALL OF 5.92 ACRES,
DOC. No. 2004098425
IN THE ISAAC BUNKER SURVEY,
ABSTRACT No.54 IN WILLIAMSON
COUNTY, TEXAS.

OWNER: THERON D. VAUGHAN & ELLIE B. VAUGHAN
c/o SONTERRA DEVELOPMENT
P.O. BOX 858
JARRELL, TEXAS 76537
(512) 746-4151 (PHONE)
(512) 746-2434 (FAX)

ENGINEER: TURLEY ASSOCIATES INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS 76501
(254) 773-2400 (OFFICE)
(254) 773-3998 (FAX)

SURVEYOR: TURLEY ASSOCIATES, INC.
301 NORTH THIRD STREET
TEMPLE, TEXAS 76501
(254) 773-2400 (OFFICE)
(254) 773-3998 (FAX)

TYPICAL LOT LAYOUT
NOT TO SCALE

ROOF OVERHANGS OR OTHER BUILDING FEATURES ARE NOT ALLOWED WITHIN SETBACK LINES

TYPICAL STREET SECTION AND UTILITY ASSIGNMENTS

TYPICAL RURAL STREET SECTION
(OPEN DITCH)
N.T.S.

SURVEY ABSTRACT LINES
EXISTING OVERHEAD ELECTRIC

VICINITY MAP (N.T.S.)

OVERALL PRELIMINARY PLAT of:
SONTERRA WEST SECTION 7

SONTERRA WEST SECTION 7 – 93.411 ACRES, 14 BLOCKS, 474 LOTS
KYANITE LANE – 774 L.F. , PICOT COURT – 192 L.F.
AMMONITE LANE – 2510 L.F. , ZOISITE LANE 870 L.F.
DRUSE LANE – 1125 L.F. , OBSIDIAN LANE – 2192 L.F.
PRASE LANE – 675 L.F. , CURPITE COURT – 125 L.F.
GEODE LANE – 1983 L.F. , SILEX LANE – 424 L.F.
SERPENTINE LANE – 2380 L.F. , HEMATITE LANE – 1665 L.F.
SERPENTINE COURT – 105 L.F. , PYRITE COURT – 269 L.F.
OLIVINE LANE – 1854 L.F.

93.411 ACRES, 14 BLOCKS, 474 LOTS

SONTERRA WEST SECTION 7 OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY TEXAS.

| REVISIONS | | |
|---|---|---|
| | | |

DATE: AUGUST 31, 2006
DRN. BY: BJL
REF.: LB SONTERRA 1
FIELD BOOK SONTERRA 1
JOB NO.: 06-205
SHEET 2 OF 5
COMPUTER DWG. NO. PHASE 7.DWG

11664-D
DRAWING NUMBER

| No. | Date | Revisions | App. |
|---|---|---|---|
| 2R | 11/23/16 | REVISED PRELIMINARY PLAT FOR PHASE 4 AND JARRELL ISD | |
| 1R | 03/09/16 | REVISED PRELIMINARY PLAT FOR PHASES 2A AND 2B/3 | |


TURLEY ASSOCIATES, INC.
ENGINEERING • PLANNING • SURVEYING
CONSTRUCTION MANAGEMENT
301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400
E-MAIL: VDTURLEY@AOL.COM FAX NO. (254) 773-3998

360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 1076
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682


SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
11/23/2016

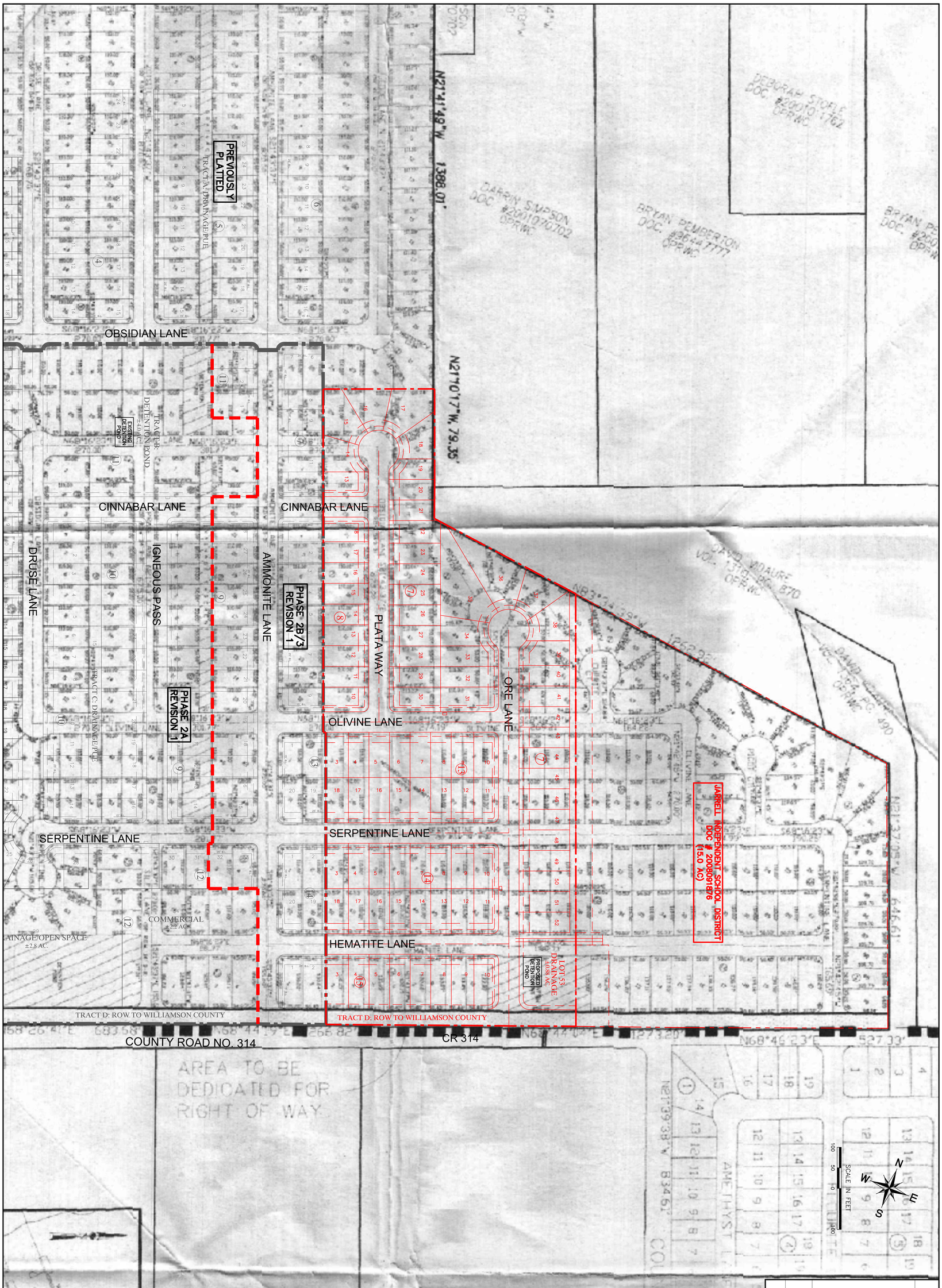
# SONTERRA WEST
# SECTION 7-A
# JARRELL, TEXAS

## APPROVED OVERALL PRELIMINARY PLAT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: NOVEMBER 2016
Project No.

SHEET
01


PLOT DATE: 07/29/2016 - 11:19am PLOTTED BY: carlas
IMAGES: (WD) -Sht 7.rvt Revised Area [Approved] - Sonterra West Sec 7.rvt
XREFS: C:\Users\carlas\Documents\Sonterra\Sonterra Development\Section 7-A Phase 2A\Cad\Jarrell\PRELIM PLAT OVERLAY.dwg
C:\Users\carlas\Documents\Sonterra\Sonterra Development\Section 7-A Phase 2A\Cad\Jarrell\PRELIM PLAT OVERLAY.dwg




| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |

| | |
|---|---|
| Scale: | AS SHOWN |
| Designed by: | |
| Drawn by: | |
| Checked by: | |
| Date: | NOVEMBER 2016 |
| Project No. | |

SHEET 02

# REVISED PRELIMINARY PLAT OVERLAY REVISION 2 NOVEMBER 2016

# SONTERRA WEST SECTION 7-A JARRELL, TEXAS

SCOTT A. FOSTER 84652 LICENSED PROFESSIONAL ENGINEER

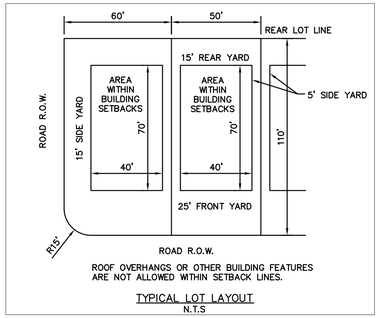

360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682



FILE: C:\Users\Leslie\Documents\360PS\Sonterra Development\Section 7-A Phase 4\Cad\Exhibits\PRELIM PLAT_OVERLAY.dwg LAYOUT: 02 Overlay PLOT DATE: 11/23/2016 11:27am PLOTTED BY: Leslie
XREFS: SonterraCAD_Overall xgis_mud x2436_PLAT XSURVEY 7A PHASE 1 XSITE_PP XSITE_Phase4-Plat updated tract E XSITE_Phase4 IMAGES: 2007-02-06 - Prelim Plat (Approved) - Sonterra West Sec 7.tiff SJF Sign.tif

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Tangent | Chord Direction | Chord Length |
| C1 | 23.56 | 15.00 | 90.00 | 15.00 | N23° 15' 02"E | 21.21 |
| C2 | 23.56 | 15.00 | 90.00 | 15.00 | S66° 44' 58"E | 21.21 |
| C3 | 23.56 | 15.00 | 89.98 | 15.00 | N23° 15' 32"E | 21.21 |
| C4 | 23.56 | 15.00 | 90.00 | 15.00 | S66° 43' 59"E | 21.21 |
| C5 | 23.56 | 15.00 | 90.00 | 15.00 | N66° 44' 04"W | 21.21 |
| C6 | 23.56 | 15.00 | 90.00 | 15.00 | N23° 15' 56"E | 21.21 |
| C7 | 23.56 | 15.00 | 89.99 | 15.00 | S66° 44' 34"E | 21.21 |
| C8 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |
| C9 | 23.57 | 15.00 | 90.01 | 15.00 | S23° 15' 26"W | 21.22 |
| C10 | 23.56 | 15.00 | 89.99 | 15.00 | S66° 44' 34"E | 21.21 |
| C11 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C12 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |
| C13 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C14 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |
| C15 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Tangent | Chord Direction | Chord Length |
| C16 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |
| C17 | 23.57 | 15.00 | 90.01 | 15.00 | S23° 15' 26"W | 21.22 |
| C18 | 23.56 | 15.00 | 89.99 | 15.00 | S66° 44' 34"E | 21.21 |
| C19 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C20 | 23.57 | 15.00 | 90.01 | 15.00 | S23° 15' 26"W | 21.22 |
| C21 | 21.03 | 25.00 | 48.19 | 11.18 | N44° 10' 09"E | 20.41 |
| C22 | 26.71 | 50.00 | 30.61 | 13.68 | S35° 22' 38"W | 26.39 |
| C23 | 39.94 | 50.00 | 45.77 | 21.11 | S73° 33' 58"W | 38.89 |
| C24 | 37.18 | 50.00 | 42.61 | 19.50 | N62° 14' 34"W | 36.33 |
| C25 | 46.23 | 50.00 | 52.97 | 24.91 | N14° 27' 03"W | 44.60 |
| C26 | 12.64 | 50.00 | 14.48 | 6.35 | N19° 16' 37"E | 12.60 |
| C27 | 21.05 | 25.00 | 48.25 | 11.20 | S2° 23' 32"W | 20.44 |
| C28 | 23.56 | 15.00 | 90.00 | 15.00 | N66° 44' 04"W | 21.21 |
| C29 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C30 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |




TYPICAL LOT LAYOUT
N.T.S

SCALE IN FEET
60 30 0 60

AMMONITE LANE
IGNEOUS PASS
DRUSE LANE
OBSIDIAN LANE
CINNABAR LANE
SERPENTINE LANE
COUNTY ROAD NO. 314

TRACT B: DETENTION POND ±4.0 AC.

TRACT C: DRAINAGE/PUE

TRACT D: ROW TO WILLIAMSON COUNTY

34 COMMERCIAL ±2.2 AC.

29 DRAINAGE/OPEN SPACE ±2.8 AC.

CLUSTER MAILBOXES

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |


TEXAS REGISTRATION F4932
P.O. BOX 1805
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682

360 PROFESSIONAL SERVICES, INC.


SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
10/27/2016

# SONTERRA WEST
# SECTION 7-A
# JARRELL, TEXAS

REVISED
PRELIMINARY PLAT
REVISION 1
MARCH 2016

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: OCTOBER 2016
Project No.

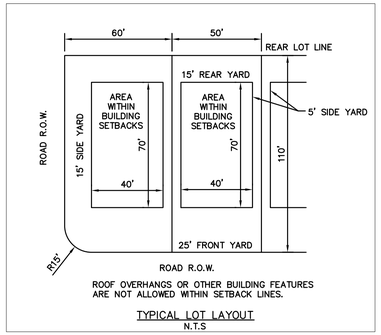
SHEET
03

PLOT DATE: 10/27/2016 6:50pm
PLOTTED BY: Meredith
FILE: C:\Sprint\Shared Projects\Sonterra Development\Section 7-A\Civil\Working\REVISED PLAT - 2016\PLAT-2016.dwg
XREFS: xpt_base.dwg, xpt_ownership.dwg, xpt_topo.dwg, xpt_boundary.dwg, xpt_roads.dwg, xpt_lots.dwg, xpt_text.dwg, xpt_hatch.dwg, xpt_misc.dwg

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Tangent | Chord Direction | Chord Length |
| C1 | 39.07 | 25.00 | 89.53 | 24.80 | N66° 29' 58"W | 35.21 |
| C2 | 14.80 | 16.50 | 51.39 | 7.94 | S3° 57' 41"W | 14.31 |
| C3 | 16.71 | 50.00 | 19.15 | 8.44 | S20° 04' 43"W | 16.64 |
| C4 | 51.38 | 49.92 | 58.98 | 28.23 | S18° 55' 50"E | 49.14 |
| C5 | 41.11 | 49.96 | 47.14 | 21.80 | S71° 55' 11"E | 39.96 |
| C6 | 41.04 | 50.00 | 47.02 | 21.75 | N61° 00' 20"E | 39.89 |
| C7 | 34.16 | 50.00 | 39.14 | 17.77 | N17° 55' 27"E | 33.50 |
| C8 | 62.12 | 50.00 | 71.18 | 35.79 | N37° 14' 14"W | 58.20 |
| C9 | 0.25 | 50.00 | 0.29 | 0.13 | N72° 58' 25"W | 0.25 |
| C10 | 14.80 | 16.50 | 51.39 | 7.94 | N47° 25' 31"W | 14.31 |
| C11 | 23.56 | 15.00 | 90.00 | 15.00 | S23° 15' 57"W | 21.21 |
| C12 | 23.56 | 15.00 | 90.00 | 15.00 | S66° 44' 03"E | 21.21 |
| C13 | 23.56 | 15.00 | 90.00 | 15.00 | S23° 15' 57"W | 21.21 |
| C14 | 23.56 | 15.00 | 90.00 | 15.00 | S66° 44' 03"E | 21.21 |
| C15 | 23.56 | 15.00 | 90.00 | 15.00 | S23° 15' 57"W | 21.21 |
| C16 | 23.56 | 15.00 | 90.00 | 15.00 | S66° 44' 03"E | 21.21 |
| C17 | 39.47 | 25.00 | 90.47 | 25.20 | S23° 30' 02"W | 35.50 |
| C18 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C19 | 13.62 | 15.00 | 52.02 | 7.32 | N4° 15' 38"E | 13.16 |
| C20 | 24.81 | 50.00 | 28.44 | 12.67 | S16° 03' 11"W | 24.56 |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Tangent | Chord Direction | Chord Length |
| C21 | 51.18 | 50.00 | 58.65 | 28.09 | S27° 29' 23"E | 48.98 |
| C22 | 37.54 | 50.00 | 43.02 | 19.71 | S78° 19' 31"E | 36.67 |
| C23 | 37.54 | 50.00 | 43.02 | 19.71 | N58° 39' 17"E | 36.67 |
| C24 | 37.73 | 50.00 | 43.24 | 19.82 | N15° 31' 28"E | 36.85 |
| C25 | 59.06 | 50.00 | 67.67 | 33.52 | N39° 55' 58"W | 55.68 |
| C26 | 13.62 | 15.00 | 52.02 | 7.32 | S47° 45' 34"E | 13.16 |
| C27 | 23.57 | 15.00 | 90.01 | 15.00 | S23° 15' 26"W | 21.22 |
| C28 | 23.56 | 15.00 | 89.99 | 15.00 | N66° 44' 34"W | 21.21 |
| C29 | 23.57 | 15.00 | 90.01 | 15.00 | N23° 15' 26"E | 21.22 |

| Parcel Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 10.3 | S83° 40' 06"E |
| L2 | 6.6 | S83° 40' 06"E |
| L3 | 15.1 | S83° 40' 06"E |
| L4 | 0.3 | N21° 44' 58"W |




TYPICAL LOT LAYOUT
N.T.S

DAVID SR & SARA A VIDAURE
P.O. BOX 293
JARRELL, TX 76537
VOL 1310/PG 870

JARRELL INDEPENDENT SCHOOL DISTRICT
P.O. BOX 9
JARRELL, TX 76537
DOC # 2008091876
(15.0 AC)

DRAINAGE EASEMENT

PEDESTRIAN CONNECTIVITY TO JARRELL ISD TRACT AND WATER/WASTEWATER EASEMENT

PROPOSED PEDESTRIAN CONNECTION TO JARRELL ISD ±130 LF OF 8' SIDEWALK

DRAINAGE EASEMENT

LOT 53
DRAINAGE
±0.88 AC.
PROPOSED DETENTION POND

ORE LANE

PLATA WAY

CLUSTER MAILBOXES

CLUSTER MAILBOXES

OLIVINE LANE

SERPENTINE LANE

HEMATITE LANE

CINNABAR LANE

TRACT D: ROW TO WILLIAMSON COUNTY

CR 314

SITE BENCHMARK #1
SQUARE CUT ON SOUTH CORNER INLET, AMMONITE LANE AT CR 314

SITE BENCHMARK #2
SQUARE CUT ON SOUTH CORNER INLET, N.E. CORNER AMMONITE LANE AT CINNABAR LANE

SCALE IN FEET
60 30 0 60

| No. | Date | Revisions | App. |
|---|---|---|---|
| | | | |


360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682


SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
12/7/2016

# SONTERRA WEST
# SECTION 7-A
# JARRELL, TEXAS

## REVISED
## PRELIMINARY PLAT
## REVISION 2
## DECEMBER 2016

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: DECEMBER 2016
Project No.

SHEET
04


PLOTTED BY: Leticia Sontera West Sec 7.1H SJF Sign.tif
PLOT DATE: 12/7/2016 - 5:27pm
PLOT SCALE: 200.000' = 1.000' Portrait (Hydrology)
PLOT STYLE TABLE: LANDDT 04.PPP
LAYOUT: 04 PP
FILE: C:\Users\Leticia\Documents\360 PS\Sonterra Development\Section 7-A Phase 4\Cad\Exhibits\PRELIM PLAT_CIVIL.dwg

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 12/13/2016

Discuss consider and take appropriate action on approval of the revised plat for the Sonterra Commercial Subdivision Sec 1 Blk E - Pct 3

**Submitted For:** Joe England **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the revised plat for the Sonterra Commercial Subdivision Sec 1 Blk E - Pct 3.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Replat - Sonterra Commercial Subdivision Sec 1 Blk E

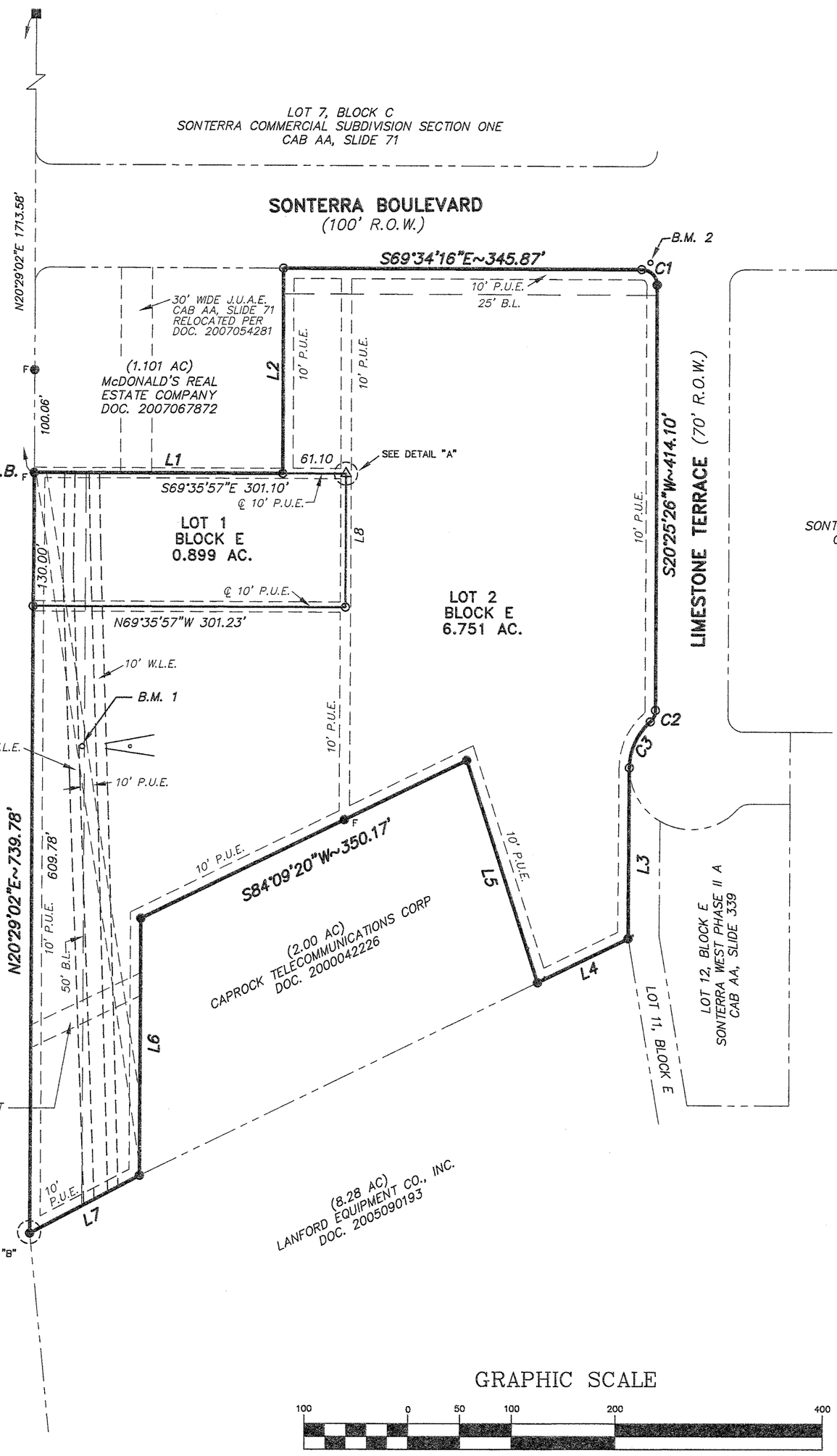
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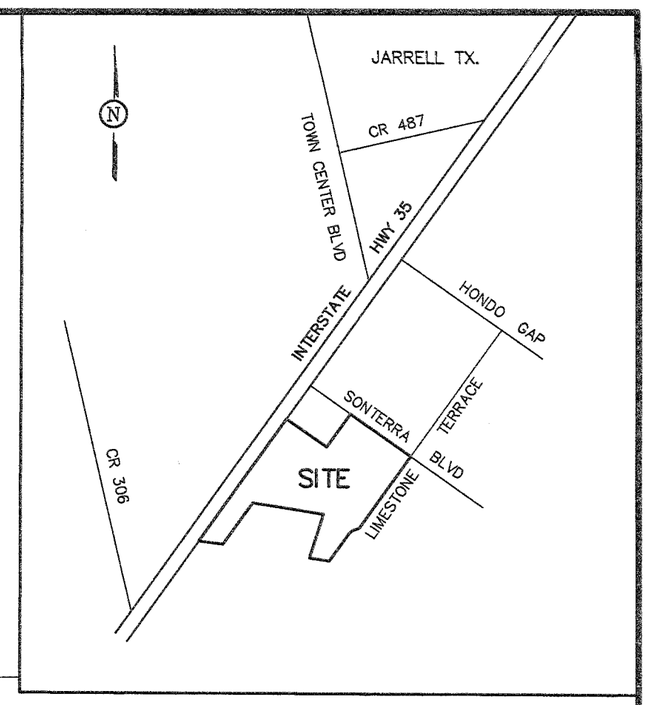
**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 11:20 AM |
| Form Started By: Patrick Hughes | | Started On: 12/08/2016 11:04 AM |
| Final Approval Date: 12/08/2016 | | |

# REPLAT OF BLOCK E
# SONTERRA COMMERCIAL SUBDIVISION
# SECTION ONE

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

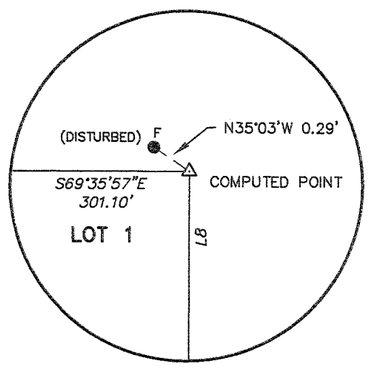


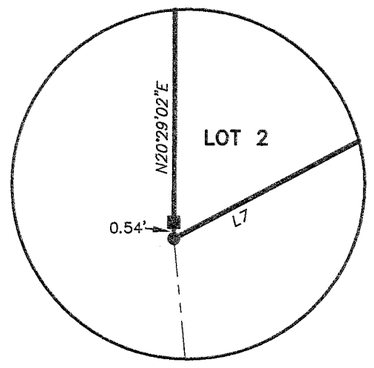

**LOCATION MAP**
NOT TO SCALE

LEGEND

- ☐ CONCRETE MONUMENT
- ● 1/2" STEEL PIN FOUND (SPF) (UNLESS NOTED)
- F ● 1/2" STEEL PIN FOUND W/CAP MARKED "FOREST"
- ○ 1/2" STEEL PIN SET W/CAP MARKED "LENZ & ASSOC."
- ⊙ PIPE FOUND
- ▲ NAIL FOUND
- △ COMPUTED POINT
- ✳ COTTON SPINDLE FOUND
- P.U.E. PUBLIC UTILITY EASEMENT
- W.L.E. WATERLINE EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- PP○ POWER POLE
- —OU— OVERHEAD UTILITY LINE
- (BRG.~DIST.) RECORD CALL CABINET AA SLIDE 71
- [BRG.~DIST.] RECORD CALL DOC. 2007067872
- J.U.A.E. JOINT USE ACCESS EASEMENT
- P.O.B. POINT OF BEGINNING
- ℄ CENTERLINE




**DETAIL 'A"**
*(NOT TO SCALE)*




**DETAIL 'B"**
*(NOT TO SCALE)*

GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S69°35'57"E | 240.00 |
| L2 | N20°29'08"E | 199.90 |
| L3 | S20°38'28"W | 166.30 |
| L4 | S84°11'37"W | 97.32 |
| L5 | N02°40'44"E | 226.77 |
| L6 | S20°30'35"W | 249.94 |
| L7 | S82°10'46"W | 119.65 |
| L8 | S20°25'37"W | 130.00 |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | TANGENT | ARC | CHORD | BEARING |
| C1 | 89°24'59" | 15.00 | 14.85 | 23.41 | 21.11 | S24°43'53"E |
| C2 | 48°11'23" | 15.00 | 6.71 | 12.62 | 12.25 | S44°31'09"W |
| C3 | 48°11'23" | 60.00 | 26.83 | 50.46 | 48.99 | S44°31'07"W |

LEGAL DESCRIPTION:
7.650 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:
MICHAEL S. FISHER, P.E.
PAPE DAWSON ENGINEERS, INC. F-470
7800 SHOAL CREEK BLVD., SUITE 220 WEST
AUSTIN, TEXAS 78757
PHONE (512) 454-8711
FAX (512) 459-8867

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174
FAX (512) 443-1550

BENCHMARK NO. 1- SPINDLE SET IN POWER POLE, 136' SOUTH OF SOUTH LINE LOT 1, BLOCK E & 48' EAST OF WEST LINE LOT LOT 2, BLOCK E.
ELEV. 902.05 - NAVD88 (GEOID 12A)

BENCHMARK NO. 2- SPINDLE SET IN POWER POLE, S.W. CORNER OF SONTERRA BLVD. & LIMESTONE TERRACE.
ELEV. 910.52 - NAVD88 (GEOID 12A)

LAND USE SUMMARY:

| | |
|---|---|
| COMMERCIAL LOTS | 2 |
| TOTAL LOTS | 2 |

BUILDING SETBACKS:

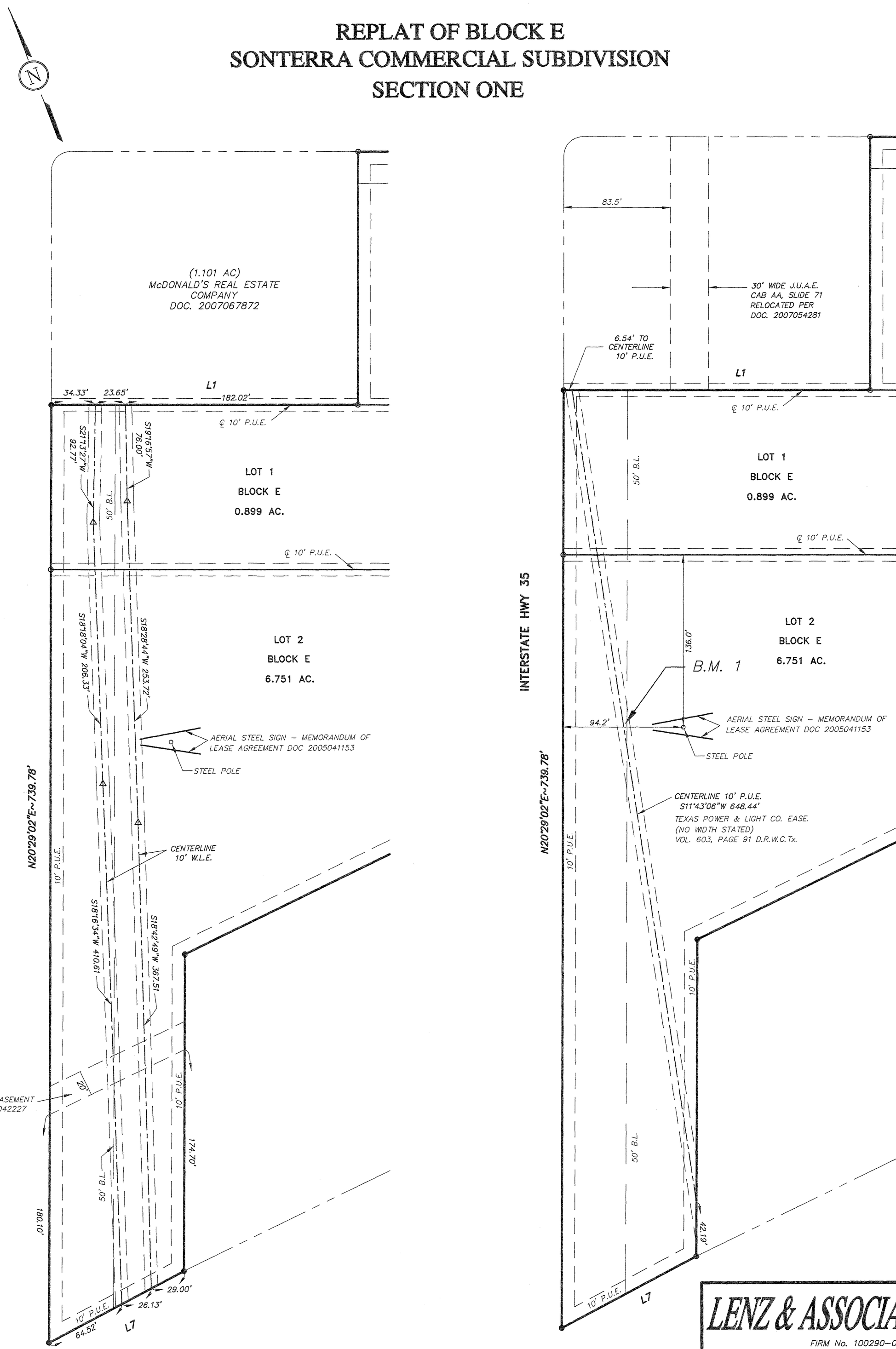
| | |
|---|---|
| FRONT STREET | 25' |
| SIDE STREET | 15' |
| REAR | 15' |
| SIDE | 5' |



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363Y F.B.

# REPLAT OF BLOCK E
# SONTERRA COMMERCIAL SUBDIVISION
# SECTION ONE




EASEMENT DETAILS 1"= 50'



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363Y F.B.

# REPLAT OF BLOCK E
# SONTERRA COMMERCIAL SUBDIVISION
# SECTION ONE

NOTES:

1) ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

2) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

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

4) THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SONTERRA COMMERCIAL SUBDIVISION SECTION ONE, AS RECORDED IN CABINET AA, SLIDE 71 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

5) THE 30 FOOT WIDE JOINT USE ACCESS EASEMENT DEDICATED BY THE PREVIOUS PLAT OF SONTERRA COMMERCIAL SUBDIVISION SECTION ONE, RECORDED IN CABINET AA, SLIDE 71 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, HAS BEEN RELOCATED PER THE EASEMENT DOCUMENT RECORDED IN DOCUMENT NUMBER 2016114807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

6) 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.

7) 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.

8) 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.

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF 7.650 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT 54, BEING ALL OF LOTS 1 THROUGH 10, BLOCK E, SONTERRA COMMERCIAL SUBDIVISION SECTION ONE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDE 71 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 1.101 ACRE PORTION OF LOTS 6 AND 7 CONVEYED TO McDONALD'S REAL ESTATE COMPANY BY DEED RECORDED IN DOCUMENT NUMBER 2007067872 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 7.650 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch diameter steel pin found marked "FOREST" on the east right-of-way line of Interstate Highway 35 at the northwest corner of Lot 8, the same being the southwest corner of Lot 7 and the said 1.101 acre portion of Lots 6 and 7 conveyed to McDonald's Real Estate Company;

THENCE, S 69°35'57" E, a distance of 240.00 feet along the common line between the said Lots 7 and 8 to a ½ inch diameter steel pin set with cap marked Lenz & Assoc at the southeast corner of the said 1.101 acre McDonald's Real Estate Company tract;

THENCE, N 20°29'08" E, a distance of 199.90 feet, crossing the said Lots 6 and 7, to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc on the south line of Sonterra Boulevard at the northeast corner of the said 1.101 acre McDonald's Real Estate Company tract;

THENCE, S 69°34'16" E, a distance of 345.87 feet along the south right-of-way line of Sonterra Boulevard to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc;

THENCE, with a curve to the right, having a central angle of 89°24'59", a radius of 15.00 feet, an arc of 23.41 feet and a chord bearing and distance of S 24°43'53" E, 21.11 feet to a ½ inch diameter steel pin found on the west right-of-way line of Limestone Terrace;

THENCE, along and with the west right-of-way line of Limestone Terrace, the following three (3) courses and distances:

1) S 20°25'26" W, 414.10 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 48°11'23", a radius of 15.00 feet, an arc of 12.62 feet and a chord bearing and distance of S 44°31'09" W, 12.25 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc at a point of reverse curvature;

3) With a curve to the left, having a central angle of 48°11'23", a radius of 60.00 feet, an arc of 50.46 feet and a chord bearing and distance of S 44°31'07" W, 48.99 feet to a ½ inch diameter steel pin set with cap stamped Lenz & Assoc at the northwesterly most corner of Lot 11, Block E, Sonterra West Phase II A, a subdivision of record of Cabinet AA, Slide 339 of the Plat Records of Williamson County, Texas;

THENCE, S 20°38'28" W, a distance of 166.30 feet along the west line of the said Lot 11 to a ½ inch diameter steel pin found at the northeast corner of that certain 8.28 acre tract described in a deed to Lanford Equipment Company, Inc. recorded in Document Number 2005090193 of the Official Public Records of Williamson County, Texas;

THENCE, S 84°11'37" W, a distance of 97.32 feet along the north line of the said 8.28 acre tract to a ½ inch diameter steel pin found at the southeast corner of that certain 2.00 acre tract described in a deed to Caprock Telecommunications Corp. recorded in Document Number 200004226 of the Official Public Records of Williamson County, Texas;

THENCE, N 02°40'44" E, a distance of 226.77 feet to a ½ inch diameter steel pin found at the northeast corner of the said 2.00 acre tract;

THENCE, S 84°09'20" W, a distance of 350.17 feet to a ½ inch diameter steel pin found at the northwest corner of the said 2.00 acre tract;

THENCE, S 20°30'35" W, a distance of 249.94 feet to a ½ inch diameter steel pin found on the north line of the said 8.28 acre tract at the southwest corner of the said 2.00 acre tract;

THENCE, S 82°10'46" W, a distance of 119.65 feet to a ½ inch diameter steel pin found on the east right-of-way line of Interstate Highway 35 at the northwest corner of the said 8.28 acre tract;

THENCE, N 20°29'02" E, a distance of 739.78 feet along the east right-of-way line of Interstate Highway 35 to the PLACE OF BEGINNING, containing 7.650 acres of land, more or less.



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
SURVEY #: 2005-0363Y F.B.

# REPLAT OF BLOCK E
# SONTERRA COMMERCIAL SUBDIVISION
# SECTION ONE

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THAT CERTAIN 7.650 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING LOTS 1 THROUGH 10, BLOCK E, SONTERRA COMMERCIAL SUBDIVISION SECTION ONE, A SUBDIVISION OF RECORD IN CABINET AA, SLIDE 71 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 1.101 ACRE PORTION OF LOTS 6 AND 7 CONVEYED TO McDONALD'S REAL ESTATE COMPANY BY DEED RECORDED IN DOCUMENT NUMBER 2007067872, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAID 7.650 ACRE PORTION OF LOTS 1 THROUGH 10 BEING CONVEYED TO SONWEST CO. BY DEED RECORDED IN DOCUMENT NUMBER 2016013829 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY REPLAT THE SAID 7.650 ACRES IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "REPLAT OF BLOCK E SONTERRA COMMERCIAL SUBDIVISION SECTION ONE" 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 TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

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

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

VICTORIA M MURRAY
Notary Public, State of Texas
Comm. Expires 08-16-2020
Notary ID 12909406-8

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 29 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 8/16/2020

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.

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

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, P.E. 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 ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN 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 WILIAMSON COUNTY, TEXAS.

11/29/16
MICHAEL S. FISHER DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE DAWSON ENGINEERS, INC., F-470

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
11/29/16

APPROVED FOR 911 SERVICE THIS THE 29th DAY OF November, 2016 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESS COORDINATOR

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 AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR 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 8-I, 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 DATE
COUNTY JUDGE, WILIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY 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 _____, 20__, A.D. AT ____ O'CLOCK ____.M. AND DULY RECORDED THIS THE ____ DAY OF _____, 20__, 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



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363Y F.B.

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 12/13/2016

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

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/17/2016 02:11 PM |
| Form Started By: Lydia Linden | | Started On: 11/17/2016 09:41 AM |
| Final Approval Date: 11/17/2016 | | |

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 12/13/2016

Discuss consider and take appropriate action on a resolution regarding the vacation of an Access Easement for San Gabriel Ridge Sec 1 - Pct 2

**Submitted For:** Joe England **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a resolution regarding the abandonment and vacation of a 30-foot wide Access Easement situated on Lot 3, San Gabriel Ridge Section One - Pct 2.

**Background**

The Owner of Lots 1, 2 and 3 of San Gabriel Ridge Section 1 has requested the abandonment and vacation of an existing access easement shown on the recorded final plat (copy attached herewith). The Owner is proposing a development which will include an approximately 39,000 sq. ft. retail building, a separate 5,000 sq. ft. retail pad building, and related paving and infrastructure that will be developed on all of the three platted lots as a single development. The Owner no longer desires an interest in the access easement and has requested the abandonment and vacation of the easement.

---

**Fiscal Impact**

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

**Attachments**

Release of Access Easement Resolution - San Gabriel Ridge Sec 1

Release of Access Easement Request - San Gabriel Ridge Sec 1

Recorded Final Plat - San Gabriel Ridge Sec 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Patrick Hughes | | Started On: 11/22/2016 01:48 PM |
| Final Approval Date: 12/07/2016 | | |

**ORDER**
**OF**
**ABANDONMENT AND VACATION**
**OF**
**ACCESS EASEMENT**

**Description of Access Easement requested for abandonment and vacation:**

30-foot wide Access Easement situated on Lot 3, San Gabriel Ridge Section One, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet BB, Slides 123 and 124, Document No. 2005101318, Public Records of Williamson County, Texas (hereinafter the "Easement").

**WHEREAS**, Dwain J. Schuh, managing member of San Gabriel Ridge Properties, LLC is the sole owner of a 5.559 acre parcel referred to as Lots 1-3, San Gabriel Ridge Section One, located at 2082 U.S. Highway 183 at Whitewing Drive encumbered by the above-described existing Easement (the "Owner"); and

**WHEREAS**, the Owner has requested the abandonment and vacation of the existing Easement, as he is proposing a development which includes an approximately 39,000 sq. ft. retail building, a separate 5,000 sq. ft. retail pad building, and related paving and infrastructure; which will be developed on all of the three platted lots as a single development; and

**WHEREAS,** the Williamson County Commissioners Court was provided with documentation evidencing that the Owner no longer desires an interest in the Easement and has requested the abandonment and vacation of the existing Easement.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED THAT**

SECTION 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof; and

SECTION 2. The Williamson County Commissioner's Court, by adoption of this resolution, hereby authorizes the abandonment and vacation of the existing Easement.

SECTION 3. This resolution shall be effective immediately upon adoption.

**PROVIDED, HOWEVER** that this abandonment and vacation does not affect any other private easements or public utilities that are unrelated to the above described Easement.

RESOLVED this ____ day of _____, 20____, by the Commissioner's Court of Williamson County, Texas.

_____
Dan A. Gattis, County Judge

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS** **§**
**§**
**COUNTY OF WILLIAMSON** **§**

This instrument was acknowledged before me on this the _____ day of the month of _____, 20____, by Dan A. Gattis, County Judge of Williamson County, Texas, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of Texas

**REQUEST FOR**
**OF**
**ABANDONMENT AND VACATION**
**OF**
**ACCESS EASEMENT**

**Description of Access Easement requested for abandonment and vacation:**

30-foot wide Access Easement situated on Lot 3, San Gabriel Ridge Section One, a subdivision in Williamson County, Texas according to the map or plat thereof recorded in Cabinet BB, Slides 123 and 124, Document No. 2005101318, Public Records of Williamson County, Texas (hereinafter the "Easement").

_____ . _____

I am the managing member of San Gabriel Ridge Properties, LLC which owns a 5.559 acre parcel referred to as Lots 1-3, San Gabriel Ridge, Section One, located at 2082 U.S. Highway 183 and Whitewing Drive, within the Liberty Hill ETJ. I am currently in the permitting process for a proposed development which includes an approximately 39,000 sq. ft. retail building, a separate 5,000 sq. ft. retail pad building, and related paving and infrastructure; which will be developed on all of the three platted lots as a single development. The proposed development will take access from one driveway onto U.S. Highway 183, and one driveway onto to Whitewing Drive.

There is an existing Access Easement shown on the Final Plat of San Gabriel Ridge Section One, Document #2005101318, as described above, which will need to be abandoned and vacated. Since I am proposing a single development on all of the property which I own, the existing Access Easement is no longer necessary.

Therefore, as the sole owner of all of the platted lots within the San Gabriel Ridge Section One subdivision, I am respectfully requesting initiation of the process to abandon and vacate the existing Access Easement on the plat.

Please let me know if you have any questions or need any additional information regarding this request. Thank you for your assistance with this process.

Sincerely,

Dwain J. Schuh

PLAT 2005101318
2 PGS

# PLAT MAP RECORDING SHEET

**DEDICATOR:** by: Foster San Gabriel Investments, Ltd., as owner
by: Lewbo, Inc., as general partner

**SUBDIVISION NAME:** San Gabriel Ridge, Section One

**PLAT RECORDED IN:** Cabinet BB, Slides 123 and 124.

**PROPERTY IS DESCRIBED AS:**
5.5591 acres John B. Robinson Svy., Abst. No. 521

Reference: 2005003392

**HAND TO:** Douglas Lewis
448-3333

**INSTRUMENT DATE:** September 19, 2005

**FILE DATE:** December 22, 2005

**FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005101318
Nancy E. Rister
12/22/2005 02:07 PM
PAUL $111.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CABINET BB SLIDE 123

Doc. #2005101318

# FINAL PLAT
# SAN GABRIEL RIDGE
## SECTION ONE

FIELD NOTES FOR A 5.5591 ACRE TRACT OF LAND OUT OF THE JOHN B. ROBINSON LEAGUE, ABSTRACT NO. 521 IN WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF A 71.3684 ACRE TRACT CONVEYED TO FOSTER SAN GABRIEL INVESTMENTS, LTD. IN DOCUMENT NO. 2002087769, AND A 3.1218 ACRE TRACT ALSO CONVEYED TO FOSTER SAN GABRIEL INVESTMENTS, LTD. IN DOCUMENT NO. 2005003392, BOTH OF THE WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at a 1/2" iron rod found being the Northeast corner of a 111.00 acre tract conveyed to Tiny Foster in Cause No. 14977, Probate Records, Williamson County, Texas, also being the Southeast corner of the said 71.3684 acre tract, the Southeast corner of this tract, and the POINT OF BEGINNING, and from which the Southeast corner of the John Robinson League bears approximately S 75 30'E, 2535 feet.

THENCE S 71° 00' 41" W, with the North line of the said Foster tract and the South line of this tract, 427.10 feet to a ½" iron rod set, being the Southeast corner of a 0.70 acre tract also conveyed to Pulte Homes of Texas, Ltd. in Document No. 2004094755, Official Records, Williamson County, Texas, and the Southwest corner of this tract.

THENCE with the East line of the said Pulte Homes of Texas, Ltd. 0.70 acre tract also being the West line of the said Foster San Gabriel Investments, Inc. tract, the following three (3) courses and distances:

1) N 19° 01' 04" W, 443.90 feet to a ½" iron rod set.

2) N 13° 00' 07" W, 44.10 feet to a ½" iron rod set.

3) N 06° 15' 18" W, 117.04 feet to a ½" iron rod set being the Northeast corner of the said 0.70 acre tract, and the Northwest corner of this tract.

THENCE N 83° 43' 19" E, 16.13 feet to a ½" iron rod found on the West line of a 104.89 acre tract conveyed to Pulte Homes of Texas, Ltd. in Document No. 2004071572, Official Records, Williamson County, Texas, being the Southwest corner of a 0.63 acre tract conveyed to Pulte Homes of Texas, Ltd. in Document No. 2004071572, Official Records, Williamson County, Texas.

THENCE with the South line of the said 0.63 acre Pulte Homes of Texas, Ltd. tract, the following four (4) courses and distances:

1) N 77° 18' 12" E, with a curve to the left, radius = 720.30 feet, delta angle = 12° 56' 25", arc = 162.88 feet, for a chord distance of 162.34 feet to a ½" iron rod found.

2) N 79° 03' 42" E, 104.58 feet to a ½" iron rod found.

3) N 70° 48' 46" E, 79.81 feet to a ½" iron rod found.

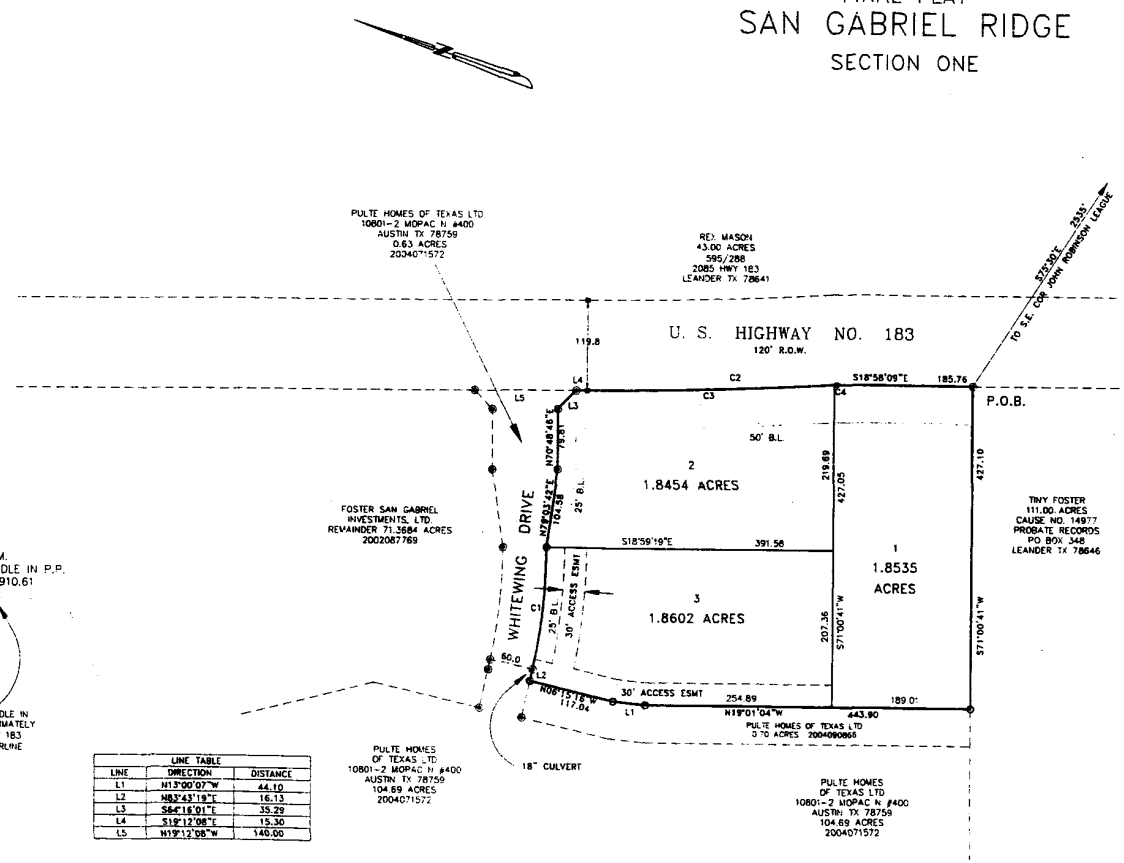
4) S 64° 16' 01" E, 35.29 feet to a 1/2" iron rod found on the West R.O.W. line of U.S. Highway 183, being the Southeast corner of the said 0.63 acre tract and the Northeast corner of this tract.

THENCE with the West R.O.W. line of U.S. Highway No. 183, the following three (3) courses and distances:

1) S 19° 12' 08" E, 15.30 feet to a TXDOT concrete R.O.W. monument at the beginning of a curve to the left, radius = 5789.65 feet, delta angle = 3° 22' 13", arc = 340.56D

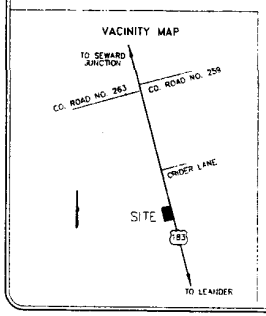
2) S 20° 54' 26" E, with said curve, for a chord distance of 340.51 feet to a TXDOT concrete R.O.W. monument found

3) S 18° 58' 09" E, 185.76 feet to the POINT OF BEGINNING, and containing 5.5591 acres of land more or less.




| LINE TABLE | | |
|---|---|---|
| LINE | DIRECTION | DISTANCE |
| L1 | N13°00'07"W | 44.10 |
| L2 | N83°43'19"E | 16.13 |
| L3 | S64°16'01"E | 35.29 |
| L4 | S19°12'08"E | 15.30 |
| L5 | N19°12'08"W | 140.00 |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | RADIUS | DELTA | ARC | CHORD |
| C1 | 720.30 | 12°56'25" | 162.68 | N77°18'12"E 162.34 |
| C2 | 5789.65 | 3°22'13" | 340.56 | S20°54'28"E 340.51 |
| C3 | 5789.65 | 3°20'17" | 337.31 | S20°53'28"E 337.26 |
| C4 | 5789.65 | 00°1'56" | 3.26 | S22°34'35"E 3.26 |




GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )

1 inch = 100 ft

PG 1 OF 2
03-369

PHOTOGRAPHIC MYLAR

CABINET BB SLIDE 124

# FINAL PLAT
# SAN GABRIEL RIDGE
## SECTION ONE

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT FOSTER SAN GABRIEL INVESTMENTS, LTD., LEWBO, INC., BEING ITS GENERAL PARTNER, BEING THE OWNER OF A 5.5391 ACRE TRACT OUT OF THE JOHN B. ROBINSON LEAGUE, ABSTRACT NO. 521, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF A 71.3684 ACRE TRACT CONVEYED IN DOCUMENT NO. 2002087769, AND A PART OF A 3.3218 ACRE TRACT CONVEYED IN DOCUMENT NO. 2005003392, BOTH OF THE WILLIAMSON COUNTY, TEXAS, OFFICIAL PUBLIC RECORDS, DO HEREBY SUBDIVIDE SAID 5.5391 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "SAN GABRIEL RIDGE SECTION ONE", SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC USE OF STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 19 DAY OF OCTOBER 2005, A.D.

Douglas D. Lewis

DOUGLAS D. LEWIS, VICE PRESIDENT
1301 SOUTH IH. 35 SUITE 200
AUSTIN, TEXAS 78741
PH. 512-447-4414 FAX 512-447-2392

STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19 DAY OF OCTOBER 2005 A.D. BY DOUGLAS D. LEWIS

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED

Stephanie Perkins

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: 9-19-06

STEPHANIE PERKINS
MY COMMISSION EXPIRES

APPROVED FOR 911 SERVICE THIS 12 DAY OF Oct 2005

WILLIAMSON COUNTY ADDRESS COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT THE PLAT IS, TO THE BEST OF MY PROFESSIONAL CAPABILITY TRUE AND CORRECT, AND THAT THE FIELD NOTES SHOWN HEREON FORM A MATHEMATICALLY CLOSED FIGURE.

10/10/05

EDWARD W. BRADFIELD R.P.L.S. 5617
CRONTON AND ASSOCIATES
107 N. LAMPASAS
ROUND ROCK, TEXAS 78664
512-244-3395

STATE OF TEXAS
REGISTERED
EDWARD W. BRADFIELD
5617
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1) TOTAL ACRES: 5.5591 ACRES

2) NUMBER OF LOTS: 3

3) NUMBER OF BLOCKS: 1

4) AREA OF SMALLEST LOT: 1.8454 ACRES

5) PROPOSED USE: COMMERCIAL

6) LOTS 4-3 DO NOT HAVE DRIVEWAY ACCESS TO HIGHWAY 183 UNLESS DRIVEWAY PERMIT IS OBTAINED FROM TXDOT. ALL OTHER DRIVEWAYS SHALL RECEIVE APPROVAL FROM WILLIAMSON COUNTY AND/OR THE MUNICIPAL UTILITY DISTRICT, AS APPLICABLE.

7) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

8) ALL DWELLINGS PLACED ON THE SUBDIVISION LOTS WILL BE CONNECTED TO WASTEWATER LINE PROVIDED BY LOWER COLORADO RIVER AUTHORITY OR PROPERTY OWNERS MAY APPLY FOR AN O.S.S.F. PERMIT FROM WILLIAMSON COUNTY HEALTH DEPARTMENT IN LIEU OF LCRA SEWER.

9) EROSION/SEDIMENTATION CONTROL AND TREE PROTECTION AS PER WILLIAMSON COUNTY REGULATIONS MUST BE PROVIDED PRIOR TO ANY CONSTRUCTION.

10) THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUME RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF WILLIAMSON COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

11) WATER SERVICE WILL BE PROVIDED BY CHISHOLM TRAIL S.U.D.

12) TEMPORARY BENCH MARK: SPINDLE IN POWER POLE IN LOT 8, APPROXIMATELY 285' WEST OF WEST R.O.W. HWY 183 AT HWY STATION 803+23, AND 125'+/- SOUTH OF CENTERLINE OF CREEK.

13) THE STORMWATER RUNOFF FOR DEVELOPMENT OF EACH LOT SHALL BE PROVIDED BY INSTALLATION OF STORMWATER DETENTION FACILITY FOR EACH LOT AS DEVELOPED TO MAINTAIN EXISTING CONDITION RUNOFF RELEASE OR BY OTHER APPROVED METHODS.

14) 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.

HEALTH DEPARTMENT NOTES:

1) NO STRUCTURE OR LAND ON THIS BLUELINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY, FLOOD PLAIN ADMINISTRATOR

2) NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS, OR OTHER DEVELOPMENT IS PERMITTED WITHIN ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSIS PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT SHOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

3) THE WATER POLLUTION ABATEMENT PLAN HAS BEEN APPROVED BY T.C.E.Q. AND RECORDED IN DOCUMENT NO. 2002093378, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

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

10/10/05

Paulo Pinto
Director of Environmental Services

Date:

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AS INDICATED ON THE TEXAS WATER COMMISSION RECHARGE ZONE MAPS. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 481079 0225 C, DATED SEPTEMBER 27, 1991 FOR WILLIAMSON COUNTY, TEXAS.

CHARLES GRADY KOEHL, P.E.
CORRIDOR CONSULTING INC
307 SUNSET DRIVE
ROUND ROCK, TX.
512-244-4279

STATE OF TEXAS
CHARLES GRADY KOEHL
83945

10/06/05

WILLIAMSON COUNTY COMMISSIONER'S COURT APPROVAL

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 ALL 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 THIS 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, JOHN DOERFLER, 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 "SAN GABRIEL RIDGE" 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.

John C. Doerfler 12-21-05

JOHN C. DOERFLER, COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

12-13-05
DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 22ND DAY OF December 2005 A.D., AT 2:07 O'CLOCK P.M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET BB SLIDES 123-124.

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

BY: Paul M. Davis DEPUTY
NANCY RISTER, CLERK, COUNTY COURT, WILLIAMSON COUNTY, TEXAS

SHEET 2 OF 2
03_799

PHOTOGRAPHIC MYLAR

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 12/13/2016

Southwest Bypass Barnes Tract Antiquities Permit Application

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on Southwest Bypass (Barnes Tract), a Road Bond Project in Commissioner Pct. 3.

**Background**

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

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**Fiscal Impact**

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

**Attachments**

Southwest Bypass Barnes Tract Antiquities Permit Application

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 11:43 AM |
| Form Started By: Dawn Haggard | | Started On: 12/07/2016 05:39 PM |
| Final Approval Date: 12/08/2016 | | |

TEXAS HISTORICAL COMMISSION

# ANTIQUITIES PERMIT APPLICATION FORM
# ARCHEOLOGY

## GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Southwest Bypass Project from approximately 3,975 feet east of Ranch-to-Market Road 2243 to approximately 340 feet west of Interstate Highway 35
County (ies) Williamson
USGS Quadrangle Name and Number *Round Rock, TX* (3097-312)
UTM Coordinates Zone 14 E 625045.98 N 3386724.50
Location Between I-35 and RM 2243 on undeveloped property.
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency NA
Agency Representative NA

II. OWNER (OR CONTROLLING AGENCY)
Owner Williamson County
Representative Judge Dan A. Gattis
Address 710 S. Main Street, Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512.943.1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

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

## PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Brandon Young
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd., Building 1, Suite 110
City/State/Zip Austin, TX 78749
Telephone (include area code) 512-476-0891 Email Address byoung@swca.com

(OVER)

**ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)**

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 28 November 2016
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey (with subsurface testing as necessary based on field conditions) of the proposed 4,500-foot-long segment of proposed Southwest Bypass (please refer to the attached Scope of Work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants
Permanent Curatorial Facility Texas Archeological Research Laboratory

IV. LAND OWNER'S CERTIFICATION

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

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

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

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

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

Signature _____ Date 16 November 2016

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

**FOR OFFICIAL USE ONLY**

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

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

TEXAS HISTORICAL COMMISSION
*The State Agency for Historic Preservation*

SWCA
ENVIRONMENTAL CONSULTANTS

Austin Office
4407 Monterey Oaks Blvd., Building 1, Ste. 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

# TEXAS ANTIQUITIES PERMIT APPLICATION
## SCOPE OF WORK FOR AN INTENSIVE CULTURAL RESOURCES SURVEY OF A 2,700-FOOT-LONG SEGMENT OF THE PROPOSED SOUTHWEST BYPASS FROM APPROXIMATELY 3,975 FEET EAST OF RANCH-TO-MARKET ROAD 2243 TO 340 FEET WEST OF INTERSTATE HIGHWAY 35, WILLIAMSON COUNTY, TEXAS

*Project Landowner – Williamson County*
*Project Sponsor – Williamson County*
*Project Consultant – SWCA Environmental Consultants (SWCA)*
*Principal Investigator – Brandon S. Young, M.A.*
*Date - November 16, 2016*

## INTRODUCTION

At the request of HDR, Inc. (HDR), and on behalf of Williamson County, Texas, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of an approximately 2,700-foot-long segment of the proposed Southwest Bypass from approximately 3,975 feet east of Ranch-to-Market Road 2243 (RM 2243) to approximately 340 feet west of Interstate Highway 35 (I-35) in Williamson County, Texas (Figure 1). Because the project would involve lands owned or controlled by Williamson County (a subdivision of the State of Texas), the project will be subject to review under the Antiquities Code of Texas (ACT) and archaeological field investigations will require a Texas Antiquities Permit.

Based on a review of the project area soils, geology, and previously recorded archaeological sites and previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for designation as a State Antiquities Landmark (SAL). All work will be done in accordance with the ACT.

## PROJECT SETTING AND SURVEY AREA

The approximately 2,700-foot-long project alignment appears on portions of the *Round Rock, Texas* (3097-312) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The planned roadway segment would extend approximately 2,700 feet on new location between I-35 and RM 2243 while traversing largely undeveloped land (Figure 2). The project area is between the communities of Georgetown and Round Rock in an area that is quickly filling with residential development. The proposed

roadway extension will be constructed within a typically 400-foot-wide right-of-way (ROW), though the proposed ROW expands to approximately 600 feet wide in one location (see Figure 2). Overall, the planned project area consists of a 2,700-foot-long and 400- to 600-foot-wide proposed ROW on new location that encompasses approximately 25.8 acres. The depth of impacts is anticipated to extend 3 to 4 feet below ground surface for roadway construction and up to 10 feet for any cross drainage culverts.

## *GEOLOGY AND SOILS*

The underlying geology throughout the project area consists of limestone of the Lower Cretaceous Fredericksburg Group. The limestone deposits within the project area include Edwards Limestone and Comanche Peak Limestone, undivided. The Edwards Limestone consists of fine-grained, grayish to brown limestone, dolomite, and chert that form flat areas and plateaus bordered by scarps comprising Comanche Peak Limestone, which is described as gray, fine to very fine grained and nodular with a thickness of up to 80 feet (Barnes 1974). Given the age and physical properties of the limestone formations, they have virtually no potential to contain buried archaeological resources.

Project area soils are mapped as approximately 50 percent Eckrant extremely stony clay, 0 to 3 percent slopes; 25 percent Eckrant-Rock outcrop complex, rolling; and 25 percent Georgetown stony clay loam, 1 to 3 percent slopes (Natural Resources Conservation Service [NRCS] 2016).

Eckrant extremely stony clay, 0 to 3 percent slopes, consists of extremely stony clay from 0 to 12 inches below ground surface overlying limestone bedrock from 0 to 16 inches below ground surface found on the summit or side slope upland ridges. As this soil developed in place from limestone residuum, it has little to no potential to contain deeply buried archaeological material (NRCS 2016).

Eckrant-Rock outcrop complex, rolling, is found on side slopes of upland ridges and consists of extremely stony clay from 0 to 11 inches below ground surface overlying limestone bedrock. As this soil developed in place from limestone residuum, it has little to no potential to contain deeply buried archaeological material (NRCS 2016).

Georgetown stony clay loam, 1 to 3 percent slopes, is found on upland plains and consists of, from 0 to 35 inches below ground surface, stony clay loam grading to cobbly clay overlying limestone bedrock (NRCS 2016). This soil developed in place from limestone residuum and, as such, has little to no potential to contain deeply buried archaeological material (NRCS 2016).

[redacted]

[redacted]

[redacted]

[redacted]

### *HISTORIC MAP REVIEW*

Current aerial maps depict one structure in the eastern half of the project area. The review of the TxDOT Historic Overlay maps, the National Geologic Map Database (USGS 2016), and www.historicaerials.com did not reveal possible historic-age structures within or immediately adjacent to the project area (Foster et al. 2006). This review included topographic maps dating to 1893, 1905, 1916, 1918, 1927, 1928, 1945, 1949, 1951, 1967, 1974, 1982, 1987, and 1992, as well as aerial maps dating to 1962, 1995, 2004, 2008, 2010, and 2012. The structure is only evident on the 1982 and 1987 topographic maps and the 1995, 2004, 2008, 2010, and 2012 aerial maps. The International Great Northern Railroad is depicted along the eastern margin of the project area on all of the above maps through 1974, at which point the configuration and name changes to the Georgetown Railroad

## PROPOSED SCOPE OF WORK

Subsequent to the granting of a Texas Antiquities Permit, SWCA will conduct an intensive cultural resources survey of the 2,700-foot-long project area, which will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of all cultural resources discovered within the proposed project area. The scope of work for the field investigations includes an intensive pedestrian

survey with subsurface investigations (e.g., shovel test excavations) and will meet minimum survey standards established by the THC.

The field survey will consist of a team of two SWCA archaeologists surveying the project alignment. Surface investigations will consist of a visual inspection of the proposed ROW looking for evidence of prehistoric and historic cultural materials. Subsurface investigations will utilize shovel tests that will be approximately 30 centimeters (cm) in diameter and excavated in arbitrary 20-cm levels to 100 cm below surface unless soil characteristics or bedrock preclude reaching that depth. The matrix from each shovel test will be screened through ¼-inch mesh, and the location of each excavation will be plotted using a hand-held sub-meter accurate Global Positioning Systems (GPS) receiver. Each shovel test will be recorded on a standardized digital form in SWCA's field tablets to document the excavations.

Given the geology and soils within the upland project area, backhoe trenching is not anticipated. However, if shovel test excavations indicate that there is the potential for deeply buried cultural material that cannot reasonably be reached with hand excavations, backhoe trenching would proceed as necessary based on field conditions. Backhoe trenches will be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow the complete recording of all features and geomorphic information to depths of project impacts. Generally, trenches will be 1.2 to 1.5 meters (m) (4 to 5 feet) deep, 7 m (23 feet) in length, and 0.75 m (2.5 feet) wide. An experienced archaeologist will monitor all trenching while excavations are underway. Once the trench has been excavated, an SWCA archaeologist will scrape down both walls of the trench, examining the profiles for artifacts, features, or other cultural manifestations. Stratigraphic descriptions will be recorded for each trench. Archaeologists will map and photograph all features encountered during trenching.

All work will be performed in accordance with the Occupational Safety and Health Administration (29 CFR Part 1926). When necessary to assess the potential for buried deposits up to 8 feet below surface, backdirt from the backhoe bucket will be sifted and selectively screened to assess presence or absence of cultural materials. SWCA will thoroughly document and photograph the entire process. Upon completion of excavation, all trenches will be backfilled, leveled, and returned, as much as possible, to its original state.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5-minute topographic maps and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail, mapped, and photographed in the field. This policy will minimize curation costs once the fieldwork is concluded. Relevant records, files, field notes, forms, and other required documentation will however, be curated at the Texas Archeological Research Laboratory at The University of Texas at Austin as part of the antiquities permit requirements.

## REPORTING

Once the survey has been completed, SWCA will prepare a draft report of investigations for review by HDR, Williamson County, and the THC. The report will document the methodology used in the investigations, background environmental and cultural information, the presence and condition of previously recorded sites and cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of all cultural resources in

regards to future development and SAL eligibility. The resulting survey report will also provide the appropriate criteria under which the sites were evaluated. Once HDR and Williamson County comment on the draft report, SWCA will incorporate all appropriate edits and will submit the report to the THC for review and comment.

Subsequent to the approval of the draft report, a final report will be produced for the THC. SWCA will furnish one unbound hard copy and two electronic copies of the final report on a tagged PDF formatted CD to the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to the university-based libraries and archaeological research facilities around the state.

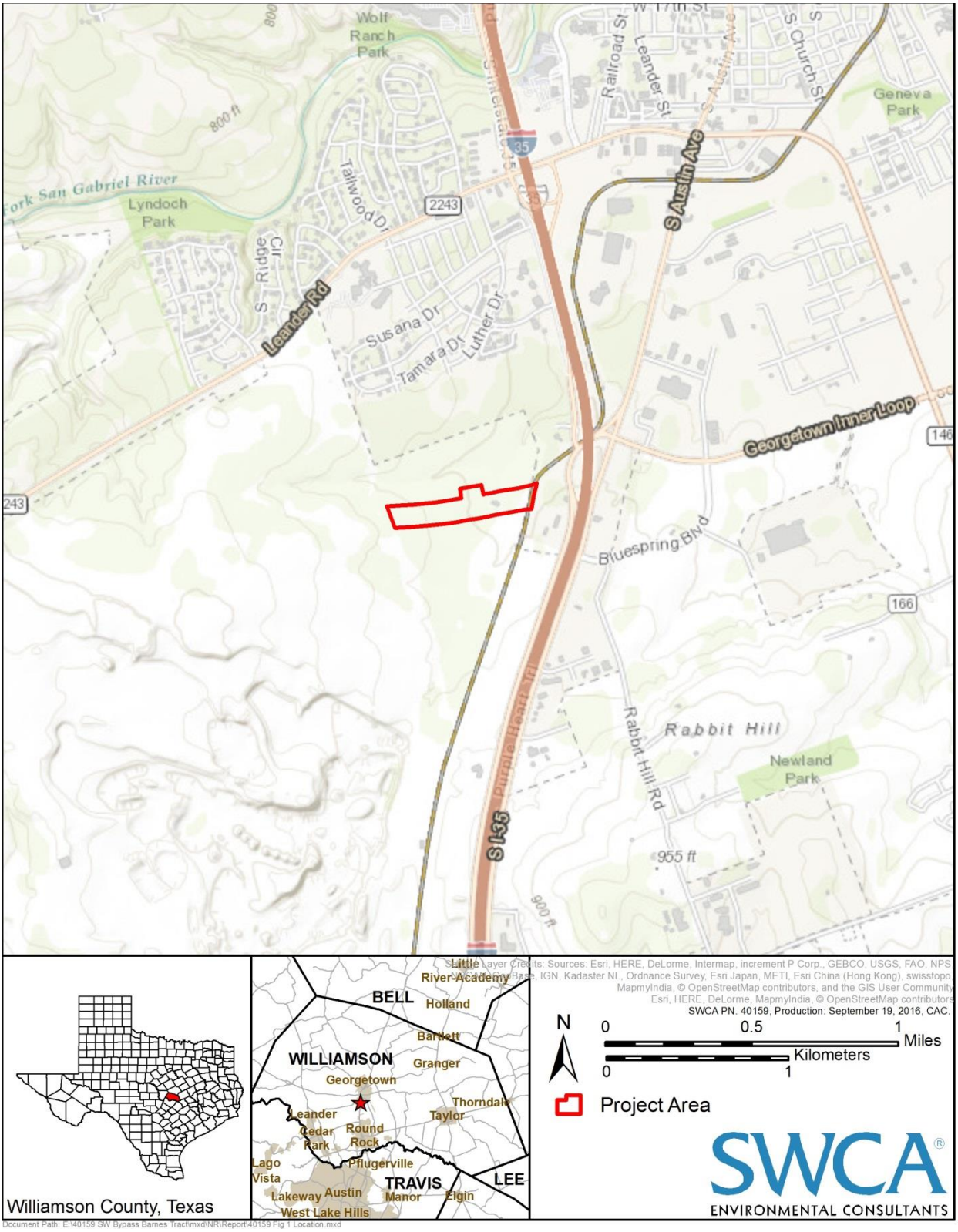



**Figure 1.** Project location.




**Figure 2.** Project area.

## REFERENCES CITED

Barnes, Virgil E.
1974 *Geologic Atlas of Texas, Austin Sheet*. Bureau of Economic Geology, The University of Texas at Austin.

Bradle, Michael R., Robert P. d'Aigle and Gilbert T. Bernhardt
2008 *Archaeological Survey of the Highway 29 Bypass Project for the City of Georgetown, Williamson County, Texas*. Report of Investigations Number 64. American Archaeology Group LLC, Lampasas, Texas.

Foster, T. R., T. Summerville, and T. Brown
2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Hixson, Charles, Daniel Prikryl, Andrew Malof, and Dan Utley
2011 *LCRA Annual Report of Cultural Resource Investigations for 2010*. Annual Report No. 20. Lower Colorado River Authority, Austin, Texas.

Natural Resources Conservation Service (NRCS).
2016 Soil Survey Staff, National Resources Conservation Service, United Stated Department of Agriculture. *Web Soil Survey of Williamson County, Texas.* Available at http://websoilsurvey.nrcs.usda.gov/. Accessed November 10, 2016.

Texas Historical Commission (THC)
2016 Texas Archaeological Site Atlas restricted database. Available at http://nueces.thc.state.tx.us/. Accessed November 14, 2016.

U.S. Geological Survey (USGS)
2016 The National Geologic Map Database. TopoView: historical topographic map collection. Available at http://ngmdb.usgs.gov/maps/TopoView/. Accessed November 14, 2016.

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 12/13/2016

2006 Road Bond Transfer

**Submitted By:** Jaime Aleman, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the transfer of funds for 2006 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of $298,979.28 from 2006 Road Bond Non Department (P156) to SH 195 (P149).

**Background**

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**Fiscal Impact**

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

**Attachments**

Memo-SH 195

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Jaime Aleman | | Started On: 12/08/2016 09:41 AM |
| Final Approval Date: 12/08/2016 | | |

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

**Prime Strategies, Inc.**

# Memo

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

**From:** Michael J. Weaver

**Date:** December 6, 2016

**Re:** 2006 Road Bond Budget Adjustments

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We have received and processed the final utility relocation invoice for the SH 195 project. The invoice is in the amount of $1,112,165.05 of which TxDOT will eventually reimburse 90% to the County. In the meantime, the County needs to fund the invoice. Please make the following budget transfer to cover this invoice.

- Move $298,979.28 from P-156 Non-Departmental to P-149 SH 195

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Marie Walters, PSI
Christen Eschberger, P.E., HNTB

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 12/13/2016

North Campus Facility Supplemental Agreement 4

**Submitted By:** Gina Wrehsnig, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 4 to Agreement for Architectural and Engineering Services between Williamson County and BLGY, Inc. for Karst Feature Evaluation in relation to the Williamson County North Campus Project.

**Background**

During a geological survey, several voids were found and believed to be karst features. The features have to be excavated in order to see what course of action needs to be taken. A geologist must monitor the excavation and prepare proper paper work.

---

**Fiscal Impact**

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

**Attachments**

NCF-BLGY Supplemental Agreement 4

BLGY Quote

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Gina Wrehsnig | | Started On: 12/06/2016 02:45 PM |
| Final Approval Date: 12/07/2016 | | |

# SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

**WILLIAMSON COUNTY NORTH CAMPUS PROJECT ("Project")**

This Supplemental Agreement No. 4 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 4") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BLGY, Inc. (the "A/E").

## RECITALS

**WHEREAS**, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective November 12, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County North Campus Project ("Project");

**WHEREAS**, following execution of the Agreement, County and the A/E executed Supplemental Agreement Nos. 1, 2 and 3 to Agreement for Architectural and Engineering Services in order to add Additional Services to the Agreement's Basic Services;

**WHEREAS**, due to recent discovery of karst features on the Project site, County now must add the Additional Services for Karst Feature Evaluation; and, depending on the results of geological monitoring during the initial task of the Karst Feature Evaluation, it may be necessary to obtain a cave closure plan, update the geologic assessment and revise the plans;

**WHEREAS**, Section III of the Agreement requires the parties to execute a contract modification for the performance of Additional Services not specifically described as Basic Services in the Agreement;

**WHEREAS**, this Supplemental No. 4 sets forth the scope of the Additional Services and the Additional Services compensation for A/E's professional services; and

**WHEREAS**, it has become necessary to supplement, modify and amend the Agreement in accordance with the Agreement.

## AGREEMENT

**NOW, THEREFORE**, premises considered, the County and the A/E agree that the Agreement is supplemented, amended and modified as follows:

### I. Scope of Additional Services

A/E hereby agrees to provide, through its subconsultants, the Additional Services set forth in

Exhibit “A”, Scope of Additional Services, which is attached hereto and incorporated herein by reference. A/E shall remain

## II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit “A” for the not-to-exceed amount of $21,506.73, which is allocated as follows:

**Task 1 - Conduct Geological Monitoring During Karst Excavation:**

| | |
|---|---|
| Baer Engineering | $ 5,497.58 |
| Halff Associates Civil Engineering | $ 759.35 |
| BLGY Architecture | $ 750.83 |
| Subtotal | $ 7,007.76 |

**Task 2 – Prepare a Cave Closure Plan (Contingent on Task 1 Findings):**

| | |
|---|---|
| Baer Engineering | $ 3,322.76 |
| Halff Associates Civil Engineering | $ 458.95 |
| BLGY Architecture | $ 453.81 |
| Subtotal | $ 4,235.52 |

**Task 4 – Update the Geologic Assessment with New Information (Contingent on Task 1 Findings):**

| | |
|---|---|
| Baer Engineering | $ 2,300.10 |
| Halff Associates Civil Engineering | $ 317.70 |
| BLGY Architecture | $ 314.14 |
| Subtotal | $ 2,931.93 |

**Task 5 - Plan Revision for Redesign of Pond (Contingent on Task 1 Findings):**

| | |
|---|---|
| Halff Associates Civil Engineering | $ 6,546.00 |
| BLGY Architecture | $ 785.52 |
| Subtotal | $ 7,331.52 |

**Total Not-to-Exceed Fee for Tasks 1 – 5: $21,506.73**

The method and rates used for such not-to-exceed Additional Services fee are set forth in Exhibit “C” of the Agreement.

## III. Terms of Agreement Control and Extent of Supplemental Agreement No. 4

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments

or supplements thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

**The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of the Agreement, this Supplemental Agreement No. 4 and/or the terms of any document attached hereto as exhibits.**

**IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 4, in duplicate, to be effective as of the date of the last party's execution below.**

| | |
|---|---|
| **A/E:** | **COUNTY:** |
| **BLGY, Inc.** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ ____, 20____ | Date: _____ ____, 20____ |

**EXHIBIT “A”**

2204 Forbes Drive
Suite 101
Austin, TX 78754
512.977.0390 t
512.977.0838 f
www.blgy.com

11/23/16, revised 11/28/16

Dwayne Gossett
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

Re: Wilco NCF Additional Services for Karst Feature Evaluation

Dwayne,

The following is an a presentation of the potential design costs associated with the recent discovery of karst features on the Wilco NCF project site:

**Task 1 - Conduct Geological Monitoring During Karst Excavation.**

| | |
|---|---|
| Baer Engineering | $ 5,497.58 |
| Halff Associates Civil Engineering | $ 759.35 |
| BLGY Architecture | $ 750.83 |
| Subtotal | $ 7,007.76 |

**Task 2 – Prepare a Cave Closure Plan.**

| | |
|---|---|
| Baer Engineering | $ 3,322.76 |
| Halff Associates Civil Engineering | $ 458.95 |
| BLGY Architecture | $ 453.81 |
| Subtotal | $ 4,235.52 |

**Task 4 – Update the Geologic Assessment with New Information.**

| | |
|---|---|
| Baer Engineering | $ 2,300.10 |
| Halff Associates Civil Engineering | $ 317.70 |
| BLGY Architecture | $ 314.14 |
| Subtotal | $ 2,931.93 |

**Task 5 - Plan Revision for Redesign of Pond**

| | |
|---|---|
| Halff Associates Civil Engineering | $ 6,546.00 |
| BLGY Architecture | $ 785.52 |
| Subtotal | $ 7,331.52 |

**Summary for Tasks 1, 2, 4, & 5** **$21,506.73**

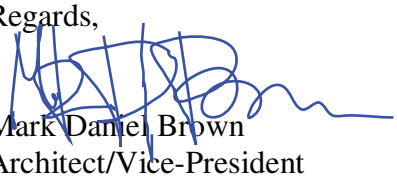
Please note that the performance of Task 2 is contingent upon the findings of Task 1, and therefore the total above represents a worst case scenario. Please refer to the attached Baer Engineering proposal for more detailed information.

Regards,

Mark Daniel Brown
Architect/Vice-President
BLGY Architecture

Please note that the performance of Task 2 is contingent upon the findings of Task 1, and therefore the total above represents a worst case scenario. Please refer to the attached Baer Engineering proposal for more detailed information.

Regards,



Mark Daniel Brown
Architect/Vice-President
BLGY Architecture

**Baer Engineering**
*and Environmental Consulting, Inc.*

November 22, 2016

Halff Associates, Inc.
4030 West Braker Lane, Suite 450
Austin, TX 78759-5356

*Sent via email to jteague@halff.com.*

**Attention:** **Mr. John Teague, III, PE, Senior Project Manager**

**Reference:** **Karst Feature Evaluation – Edwards Aquifer Transition Zone**
3161 SE Inner Loop, Georgetown, TX 78626
**Baer Engineering Document No. 162039-5.020, Exhibit A**

Dear Mr. Teague:

Baer Engineering and Environmental Consulting, Inc. (Baer Engineering) is pleased to provide this proposal to assist with the evaluation of known on-site karst features at 3161 SE Inner Loop in Georgetown, Texas (Site). This project will be accomplished in accordance with 30 TAC §213: Edward Aquifer.

Baer Engineering proposes the following tasks:

1. Conduct geological monitoring during karst excavation.
2. Prepare a Cave Closure Plan.
3. Provide a biologist, licensed under United States Fish and Wildlife Service (USFWS), Section 10(a)(1)(A), to conduct a permitted presence/absence survey for endangered karst invertebrates.
4. Update the Geological Assessment with new information.

## SCOPE OF SERVICES

Task 1 – Conduct geological monitoring during karst excavation.
Baer Engineering will provide a geologist to conduct excavation of the karst features identified on Site. The geologist will observe and document excavation of the discovered features. The purpose of this activity is:

- To determine connectivity between the surface feature and the aquifer; and
- To document evidence of endangered/threatened species habitat.

The map on the following page was downloaded from the Travis and Williamson Counties Karst Zones and Salamander Critical Habitat map viewer.
http://www.arcgis.com/home/item.html?id=953ab0462a0c4f2f870c3524e5f12b8e

According to the viewer, the Site contains no Critical Habitat for Salamanders. Four karst zones were delineated for Williamson County by George Veni in 1992[1]. The Site is located on Veni Zone 4, as shown by the gray coloring on the map. The Site is located adjacent to Veni Zone 3, as shown by the green coloring on the map.

1: Veni, G. 1992. Geological controls on cave development and the distribution of cave fauna in the Austin, Texas, region. Report prepared for U.S. Fish and Wildlife Service, Austin, Texas. George Veni and Associates, San Antonio, Texas. 77 pp.

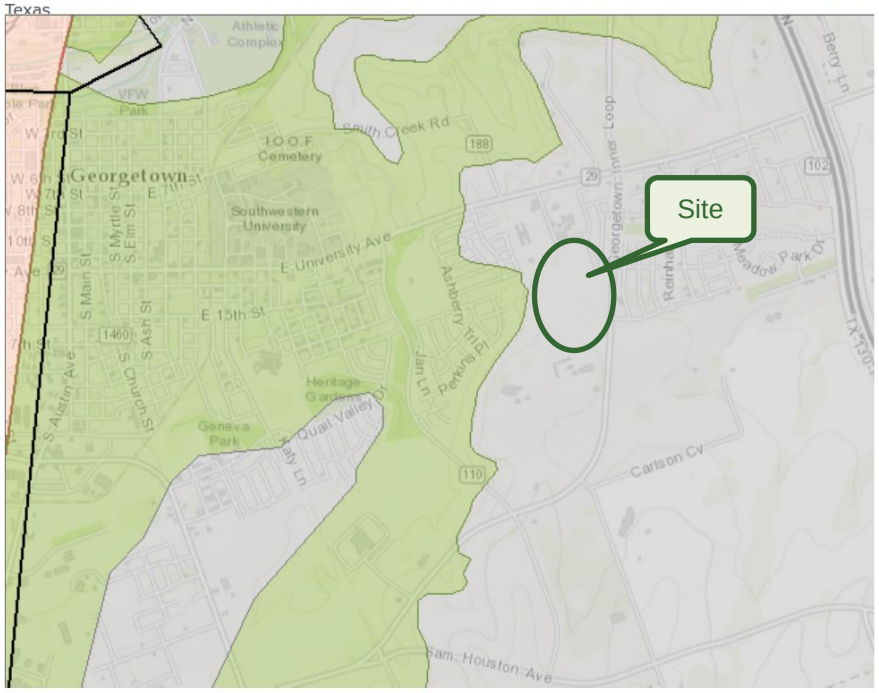
The Veni Zones for Travis and Williamson Counties are defined as:

| | |
|---|---|
| Veni Zone 1 | Areas known to contain endangered karst invertebrate species. |
| Veni Zone 2 | Areas having a high probability of containing suitable habitat for endangered karst invertebrate species. |
| Veni Zone 3 | Areas that probably do not contain endangered karst invertebrate species. |
| **Veni Zone 4** | Areas, both cavernous and non-cavernous, that do not contain endangered karst invertebrate species. |

Because of the location of this property, Baer Engineering does not expect that threatened and endangered species habitat will be found in the project area.

The following scope was prepared in accordance with USFWS Section 10(a)(1)(A) Scientific Permit Requirements for Conducting Presence/Absence Surveys for Endangered Karst Invertebrates in Central Texas.

This map shows areas of interest for listed karst and salamander species in Travis and Williamson Counties Texas




City of Austin, County of Williamson, Texas Parks & Wildlife, Esri, HERE, DeLorme, INCREMENT P, USGS, METI/NASA, EPA, USDA

A Baer Engineering geologist will be on site to assess each karst feature for suitable endangered karst invertebrate habitat. The assessment will be conducted in two parts:

1. Reconnaissance excavation using hand tools.
2. Additional excavation with heavy equipment.

The first step of the evaluation is to conduct a reconnaissance excavation using shovels and hand tools. Baer Engineering will use hand tools to clear the features of leaf litter, loose soils, and small rocks, not to exceed a depth or diameter of one foot. We will use a rod to probe into the soils of each feature to locate other voids and to evaluate the feature's origin and permeability.

We recommend that the reconnaissance survey be completed on a day prior to the excavation with heavy equipment. This will allow the field personnel to map out what needs to be done, while minimizing impact upon the habitat. We will mobilize a two-person crew, with hand tools, for the initial assessment.

We will consider the following characteristics[2]:

| CHARACTERISTIC | FAVORABLE FOR HABITAT | APPLICABLE TO SITE |
|---|---|---|
| Developed near a fracture | Yes | Yes |
| Extends ≥ 3.3 feet below the surface | Yes | Yes |
| Morphology similar to the pre-excavation appearance of a nearby cave | Yes | No |
| Contains a visible humanly or potentially humanly enterable void | Yes | Yes |
| Close to caves known to contain endangered species | Yes | No |
| Located in Veni Zone 1 or 2 | Yes | No |
| Has physical characteristics that suggest the presence of a cave, including size, appearance, catchment basin, conduits, air flow, and mammal etchings | Yes | Yes |
| Loose soil/rock fill to ≥ one foot | Yes | Yes |
| Clean-washed rocks at base of fill | Yes | Yes |
| Contains fill that does not match the surrounding area | Yes | Yes |
| Contains roots and/or black soil | Yes | Yes |
| Located near structural features that may promote cave and karst features to develop, such as a fault, photo-lineament, or area of increased fracture density | Yes | Yes |
| Vegetation near the feature includes trees (for example, cedar elm trees) that may grow in cave entrances and other karst features | Yes | Yes |
| All, or nearly all, floors, walls, and ceilings are covered with calcite speleothems | No | Yes |
| Absence of non-listed troglobites or troglophiles | No | Yes |
| Lacks evidence of water-formed features that may indicate episodic moisture, such as recently formed scallops and pitting of sediments and bedrock, sediment depositional patterns exhibiting flow or ponding, or recent speleothem growth. | No | Yes |
| Absence of discernible airflow | No | Yes |
| Feature not collapse-formed or related to a collapse. | No | Yes |

2: Veni, G. and J.R. Reddell, 2002, Protocols for Assessing Karst Features for Endangered Invertebrate Species. Report by George Veni and Associates, San Antonio, Texas. 7 pp.

If, after a thorough assessment, Baer Engineering determines there is no potential for the feature to open to a void or cave, then no additional surveys are needed. After the initial reconnaissance excavation, a backhoe and operator (provided by others) will open features displaying the potential for karst habitat. Note that if potential habitat is observed, excavation must cease and a biologist holding a valid 10(a)(1)(A) permit must be called in.

The size of excavations will be kept as small as possible while allowing space for efficient excavation efforts and creating an area safe for entry. Multiple entrances will cause the cave (if present) to dry out. Therefore, only one entrance can be excavated at a time. Additional entrances should be sealed with natural fill equivalent in permeability to what was excavated. To minimize promotion of red-imported fire ant (*Solenopsis invicta*) activity and siltation of streams, excavated material from all features should be evenly distributed downslope of and at least sixteen feet from the features. Sediments should be distributed in thicknesses of no more than one-inch to allow rapid integration into the existing soils and stabilization by vegetation.

Baer Engineering will cease excavation upon encountering:

1. A cave (caves may require further excavation during biological surveys);
2. Solid bedrock with no conduits;

3. Packed clay with no airflow present (the passage should be checked several times under different surface temperature conditions (for example, cool mornings, warm evenings) before determining there is no airflow);
4. Potential archaeological or paleontological materials; or
5. When continued excavation would be dangerous.

Karst features have been known to develop high concentrations of $CO_2$ because of their locations in limestone. Baer Engineering will have a $CO_2$ meter at the site for collecting concentration data.

If a void or cave that may contain suitable habitat for endangered karst invertebrates is encountered during excavation, work must stop and a qualified individual holding a valid Section 10(a)(1)(A) scientific permit should survey for endangered karst invertebrates. If needed, the permitted person will conduct or supervise further excavations within the cave. A final karst feature survey report shall be provided to the Service's Austin Ecological Services Field Office if excavation is conducted under a 10(a)(1)(A) permit.

While active excavation is ongoing, features will be covered with tarps to maintain the moisture levels in the formation. Tarps should be secured as tightly as possible to prevent air from entering or exiting the feature. Metal plates should not be used for this purpose. They can dry out the habitat by conducting heat into the feature.

Upon completion of excavation activities, the area should be returned as much as possible to its original condition. If a cave is discovered, a cave gate may be installed for security. Features that are excavated into caves should usually be left open enough that human access for biological surveys is possible. However, openings larger than 3.3 feet into relatively small caves may be detrimental to the karst ecosystem by increasing drying and temperature fluctuation.

The deliverable for this task is a letter report, including a detailed map of the karst features, photographs, a discussion of the process, and findings. This information will be included in the revised geological assessment and in the design of the facilities on site.

The table below shows our estimated fee for this task.

| TASK 1 | PERSONNEL | RATE | UNITS | COST |
|---|---|---|---|---|
| Prepare for field reconnaissance | Project Geologist | $105.84 | 4 | $423.36 |
| Field reconnaissance<br>• Assume one 10-hour day<br>• Geologist | Field Geologist | $100.86 | 10 | $1,008.60 |
| Field reconnaissance<br>• Assume one 10-hour day<br>• Field Scientist | Field Scientist | $100.86 | 10 | $1,008.60 |
| GIS/CAD – prepare map of results | GIS/CAD/Database | $87.97 | 4 | $351.88 |
| Additional excavation<br>• Heavy equipment<br>• Assume one 10-hour day | Field Geologist | $100.86 | 10 | $1,008.60 |
| Prepare documentation | Field Geologist | $100.86 | 8 | $806.88 |
| GIS/CAD – prepare map of results | GIS/CAD/Database | $87.97 | 2 | $175.94 |
| Quality Control<br>• Both field days<br>• Seal document | Senior Geologist | $159.68 | 4 | $638.72 |
| Job Supplies | At cost | $25.00 | 1 | $25.00 |
| $CO_2$ Meter Rental | Per day | $25.00 | 2 | $50.00 |
| | | | **Total** | **$5,497.58** |

Task 2 – Prepare a Cave Closure Plan.

In the event that no karst invertebrate habitat is identified, Baer Engineering will prepare a Cave Closure Plan (void mitigation). We are not aware of specific Georgetown/Williamson County rules regarding void mitigation and will use the City of Austin Environmental Criteria Manual §1.12.0 – Void and Water Flow Mitigation as a Best Practices guideline. We will include closure of the open boreholes in this plan.

The table below shows our estimated fee for this task.

| TASK 2 | PERSONNEL | RATE | UNITS | COST |
|---|---|---|---|---|
| Draft plan | Project Geologist | $105.84 | 16 | $1,693.44 |
| GIS/CAD – prepare drawings | GIS/CAD/Database | $87.97 | 4 | $351.88 |
| Quality Control, edit, and seal plan | Senior Geologist | $159.68 | 8 | $1,277.44 |
| | | | **Total** | **$3,322.76** |

Task 4 – Update the Geologic Assessment with new information.

Baer Engineering will prepare and seal an updated Geologic Assessment that includes information derived from the tasks listed above.

| TASK 4 | PERSONNEL | RATE | UNITS | COST |
|---|---|---|---|---|
| Update Geologic Assessment | Project Geologist | $105.84 | 8 | $846.72 |
| GIS/CAD – prepare drawings | GIS/CAD/Database | $87.97 | 2 | $175.94 |
| Quality Control, edit, and seal plan | Senior Geologist | $159.68 | 8 | $1,277.44 |
| | | | **Total** | **$2,300.10** |

## LIMITATIONS

Recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the scientist properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time must also be considered. Recognize that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. Realize that

nothing can be done to eliminate these risks altogether, but certain techniques can be applied by the scientist to help reduce them to that level deemed tolerable by client. The scientist is available to explain these risks and risk reduction methods to client but, in any event, the scope of services included with this agreement is that which client agreed to or selected in light of his own risk preferences and other considerations.

## FEE PROPOSAL AND PROJECT SCHEDULE

We will invoice this project on a lump sum, by task, basis. The exception to this is **Task 3**. Because the costs can vary depending upon site conditions, we recommend invoicing this task as a fixed fee for Baer services plus the fee from the permitted biologist. Each task will be invoiced as shown in the table below. Total costs for the execution of this scope of work are estimated to be $22,564.20. Baer Engineering can commence the field reconnaissance the week of November 28, 2016.

| | TASK | COST |
|---|---|---|
| | 1. Conduct geological monitoring during karst excavation. | **$5,497.58** |
| * | 2. Prepare a Cave Closure Plan. | **$3,322.76** |
| * | 3. Provide a fee for a United States Fish and Wildlife Service (USFWS), Section 10(a)(1)(A)-permitted presence/absence survey for endangered karst invertebrates. | **$11,443.76** |
| | 4. Update the Geological Assessment with new information. | **$2,300.10** |
| | | **$22,564.20** |

* Note: Items 2 and 3 will be needed in the case that a cave or evidence of endangered species is discovered during the excavation process.

If the scope of services, project schedule, and fee proposal presented herein meet with your approval, please provide us with a notice to proceed. We will complete this project under the terms and conditions of our existing contract with Halff Associates.

Baer Engineering thanks you for the opportunity to propose our consulting services on this project. If you have questions regarding our scope of work, schedule, or fee please call me at (512) 453-3733.

Respectfully submitted,
**BAER ENGINEERING AND ENVIRONMENTAL CONSULTING, INC.**

Rosemary Wyman

Rosemary Wyman, P.G. (TX751), CHMM, CPESC
Manager, Environmental, Health, and Safety Services
Principal Geologist

Attachments: Schedule of Fees

**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS**
Complaints on the geoscience services provided by Baer Engineering can be directed to the Texas Board of Professional Geoscientists, P.O. Box 13225, Austin, Texas 78711, (512) 936-4400.

## WRITTEN AUTHORIZATION TO PROCEED

Authorized Client Signature* Date

AUTHORIZATION TO PROCEED

*The individual executing this Agreement warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon such party. Client's signature attests to financial responsibility, ability and willingness to pay invoices in accordance with Baer Engineering and Environmental Consulting, Inc.'s terms.

## SCHEDULE OF FEES

| STAFF TYPE | HOURLY RATE |
|---|---|
| Senior Scientist | $159.68 |
| Project Scientist | $105.84 |
| Field Scientist | $100.86 |
| GIS/Database Development | $87.97 |
| Administrative Assistant | $70.74 |

Charges will be made at the rates listed above for time spent in project management, consultation or meetings related to the project, conducting field surveys, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

4030 West Braker Lane, Ste 450
Austin, Texas 78759
(512) 777-4600
Fax (512) 252-8141

# ADDITIONAL SERVICES CONFIRMATION

| | | | |
|---|---|---|---|
| **To:** | Mr. Mark Brown<br>Architect/Vice President<br>BLGY, Inc. | **Date:** | November 22, 2016 |
| **From:** | John Teague, PE | **AVO:** | 31358 |
| **Email:** | jteague@halff.com | **Project:** | Williamson County – North Campus Facility |
| **VIA:** | email | | |

As per discussions with Brody Harris of BLGY, additional services are being requested to monitor excavation of sensitive features on the site as well as provide additional documentation and reports. The following additional services will be provided:

**Direct Labor (Halff Associates, Inc.)**……**$1,536.00**
Halff Associates will coordinate with BLGY, Williamson County, and the Sub-consultant to facilitate communication between project disciplines and ensure project information is relayed. In addition, Halff will provide contract administration services to comply with invoicing requirements as set forth in the contract. The fee for direct labor is based on the following rates: Project Manager – 5 hrs @$224.00 per hour and Senior PE – 2 hrs @ 208.00 per hour.

**Subconsultant Costs (Baer) -** (See Attachment "A")……**$11,120.44**

**TOTAL FEE:**……..**$12,656.44**

The fee noted above shall be considered a lump sum fee. This scope and fee is an addendum to the contract dated November 17, 2015 between Halff Associates, Inc. and BLGY, Inc. Our services will be invoiced based on the schedule outlined in the prime contract.

Upon execution, this proposal shall become a part of the previously executed agreement noted above. Please sign and date below and return a copy to me (fax or scan is acceptable). If you have any questions or require additional information please do not hesitate to e-mail or call me at 512-777-4580.

By: _____
(Print name)

Title: _____

Signature: _____

Date: _____

COPIES:
☒ File ☐ Owner ☐ Contractor ☐ Other:

9500 Amberglen Blvd.
Building F, Suite 125
Austin, Texas 78729
(512) 777-4600
Fax (512) 252-8141

# ADDITIONAL SERVICES CONFIRMATION

| | | | |
|---|---|---|---|
| **To:** | Mr. Mark Brown<br>Architect/Vice President<br>BLGY, Inc. | **Date:** | November 23, 2016 |
| **From:** | John Teague, PE | **AVO:** | 31345 |
| **Email:** | jteague@halff.com | **Project:** | Williamson County – North Campus Facility |
| **VIA:** | email | | |

As per our discussion on November 15, 2016, potential additional services are being requested to prepare plan revisions for the subject site. The following additional services will be provided if they are deemed necessary after the excavation of the karst features identified on the Geologic Report created August 9, 2016 by Baer Engineering and the karst features identified by the TCEQ in their memorandum dated November 10, 2016.

**Plan Revision Redesign of pond:** Halff Associates will prepare plan revisions as outlined in the table below for the North Campus Facility site development drawings.

| Revision No. | Scope Description | Sheets Affected | Fee |
|---|---|---|---|
| 1 | Redesign pond maintaining a 50 ft minimum buffer from karst features. New design will have equal capacities and outflows as previous design. | 3, 4, 39, 51, 52, 57, 61, 62 | $ 2,510.00 |
| 2 | Redesign drainage channel entering the new pond maintiaining a 50 ft buffer from before mentioned karst features. | 3, 4, 5, 39, 51, 52, 53, 57, 58, 59, 61, 62 | $ 2,510.00 |
| 3 | Design berms to divert drainage from entering the before mentioned karst features. | 4, 39, 51, 52, 57, 58, 61 | $ 1,526.00 |

**TOTAL FEE:**…….. **$6,546.00**

The fee noted above shall be considered a lump sum fee. This scope and fee is an addendum to the contract dated November 17, 2015 between Halff Associates, Inc. and BLGY, Inc. Our services will be invoiced based on the schedule outlined in the prime contract.

Upon execution, this proposal shall become a part of the previously executed agreement noted above. Please sign and date below and return a copy to me (fax or scan is acceptable). If you have any questions or require additional information please do not hesitate to e-mail or call me at 512-777-4580.

By: _____

(Print name)

Title: _____

Signature: _____

Date: _____

COPIES:

☒ File ☐ Owner ☐ Contractor ☐ Other:

# FEE ESTIMATE

| PROJECT TASK | PRINCIPAL | CIVIL LEAD/ PROJECT MANAGER | SENIOR PROF. ENGR. (PE) | MID PROF. ENGR (PE) | JUNIOR PROF. ENGR. (PE) | EIT | CADD/GIS TECH | RPLS | SURVEY TECH | 2-MAN SURVEY CREW | DESIGNATING 1 MAN CREW | DESIGNATING 2 MAN CREW | SUE MANAGER | SUE FIELD MANAGER | ADMIN/ CLERICAL | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **ADDITIONAL SERVICES FOR ADD ALT PREPARATION** | | | | | | | | | | | | | | | | |
| **A. ADDITIONAL SERVICES FOR GEOLOGIC FEATURES** | | 5.0 | | 14.0 | | 9.0 | 22.0 | | | | | | | | 1.0 | **$6,546.00** |
| **TOTAL Estimated Fee** | | | | | | | | | | | | | | | | **$6,546.00** |
| **HOURLY RATES** | $275.00 | $224.00 | $208.00 | $155.00 | $110.00 | $100.00 | $104.00 | $155.00 | $115.00 | $140.00 | $70.00 | $140.00 | $130.00 | $115.00 | $68.00 | |

# BLGY Architecture

Date: 28-Nov-16

| PARTNERS: | **Fuse, Halff, JQ, HCE. SSCI, Tech Center, Coleman, BAI, Armko, True North.** |
|---|---|

**WILCO NCF**

| **LABOR COST** | **TASK** | Principal | Vice President (PM) | Vice President (PA) | Project Designer II | Project Designer I | Clerical II | Clerical I | CAD Designer | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
| $750.83 | TASK 1 | 0.0 | 1.0 | | 4.0 | | | | | | |
| $453.81 | TASK 2 | 0.0 | 1.0 | | 1.9 | | | | | | |
| $314.14 | TASK 4 | 0.0 | 1.0 | | 1.0 | | | | | | |
| $785.52 | TASK 5 | 0.0 | 1.0 | | 4.2 | | | | | | |
| $0.00 | | | | | | | | | | | |
| | | | | | | | | | | | |
| $2,304.29 | Total Hours | 0.0 | 4.0 | 0.0 | 11.1 | 0.0 | 0.0 | 0.0 | 0.0 | | |
| | Hourly Rate: | $ 224.40 | $ 168.77 | $ 163.16 | $ 147.26 | $ 146.23 | $ 107.53 | $ 76.44 | $ 99.34 | | |
| | Amount | $0.00 | $675.08 | $0.00 | $1,629.21 | $0.00 | $0.00 | $0.00 | $0.00 | | |
| | | | | | | **Fee** | | | | | **$2,304.29** |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 12/13/2016

Development Agreement

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Development Agreement regarding CR 305 Extension at IH 35 with Schwertner Farms, Inc.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Schwertner Development Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:07 AM |
| Final Approval Date: 12/08/2016 | | |

| | |
|---|---|
| **STATE OF TEXAS** | **§ DEVELOPMENT AGREEMENT** |
| | **§ REGARDING** |
| **COUNTY OF WILLIAMSON** | **§ CR 305 EXTENSION AT IH 35** |

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and SCHWERTNER FARMS, INC. ("Schwertner"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Schwertner owns approximately 3.298 acres of land (the "Property") as described in Exhibit "A", attached hereto; and

WHEREAS, the County and Schwertner desire to co-operate in the expeditious engineering, design and construction of CR 305 extension at IH 35 (the "Project"); and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Schwertner hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the Project, as shown on Exhibit "B".

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is defined as the construction of a two-lane road extending CR 305 to the East of IH 35, together with all required related construction and drainage and detention improvements extending through the Property, to be located approximately as shown on Exhibit "B".

C. **COUNTY OBLIGATIONS**

1. The County shall be responsible for all costs related to the design, construction, and maintenance of the Project.

2. The County shall construct an extension of CR 305 to the East of IH 35, as depicted on Exhibit "B".

3. The County agrees that if construction of the Project has not commenced by December 31, 2017, any dedicated right-of-way shall be re-conveyed to Schwertner.

D. **SCHWERTNER'S OBLIGATIONS**

1. Schwertner shall dedicate to the County fee simple title, free and clear of all liens, to the land within the Property the County deems necessary for the construction of the road, as shown on Exhibit "B".

E. **MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and Schwertner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Schwertner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577

Schwertner:

Jim Schwertner, President
Schwertner Farms, Inc
P.O. Box 1
Schwertner, TX 76573

7. Force Majeure. Schwertner and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by Schwertner only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the tyerms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Schwertner, respectively.

*(signatures on following page)*

SIGNED as of this _____ day of _____, 2016.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

SCHWERTNER FARMS, INC.

By: Jim Schwertner, President
Gilbert, President

STATE OF TEXAS
COUNTY OF Williamson

This instrument was acknowledged before me on December 6, 2016, by Jim Schwertner, as President of Schwertner Farms, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public's Signatures

(Personalized Seal)

MELANIE S. TINDELL
Notary Public, State of Texas
Notary ID# 811068-9
My Commission Expires
OCTOBER 30, 2020

**EXHIBIT A**

**County:** Williamson
**Parcel:** 7
**Highway:** County Road No. 305

**PROPERTY DESCRIPTION FOR PARCEL 7**

BEING A 3.298 ACRE (143,664 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE R. LILE SURVEY, ABSTRACT NO. 391, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 568.38 ACRE TRACT OF LAND DESCRIBED IN A CASH WARRANTY DEED TO SCHWERTNER FARMS, INC., A TEXAS CORPORATION, RECORDED IN DOCUMENT NO. 2015010110 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.298 ACRE (143,664 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,568.18, E: 3,156,740.97) for the Westerly Northwest corner of said 568.38 acre tract, being in the Easterly right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), being at the Southerly end of a right-of-way cutback line and also being 400.17 feet left of and at a right angle to proposed Engineer's Centerline Station 117+32.43, from which a 1/2-inch iron rebar found for the Easterly Northwest corner of said 568.68 acre tract, being in the Southeasterly line of County Road No. 304E (a variable width right-of-way) and at the Northerly end of said right-of-way cutback line, bears North 67°13'46" East a distance of 115.31 feet;

THENCE South 20°19'54" West along the West line of said 568.38 acre tract and said Easterly right-of-way line of Interstate Highway No. 35, a distance of 533.49 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,067.93, E: 3,156,555.61) of the herein described tract and being 137.80 feet left of and at a right angle to proposed Engineer's Centerline Station 108+04.30;

THENCE departing said Easterly right-of-way line of Interstate Highway No. 35, over and across said 568.38 acre tract, the following four (4) courses and distances:

1. **South 24°40'06" East** a distance of **123.22** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;

2. Northeasterly along the arc of said curve to the left having a radius of **283.00** feet, an arc length of **424.08** feet, a delta angle of **85°51'30"**, and a chord which bears **North 63°18'17" East** a distance of **385.50** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency;

3. **North 20°22'32" East** a distance of **581.70** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and

4. Northeasterly along the arc of said curve to the right having a radius of **383.00** feet, an arc length of **78.66** feet, a delta angle of **11°46'02"**, and a chord which bears **North 26°15'33" East** a distance of **78.52** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the Northwest line of said 568.38 acre tract and said Southeast line of County Road No. 304E, from which a 1/2-inch iron rebar found for an angle point in said Northwest line of the 568.38 acre tract and said Southeast line of County Road No. 304E, bears South 68°51'22" West a distance of 366.06 feet;

THENCE **North 68°51'22" East** along said Northwest line of the 568.38 acre tract and said Southeast line of County Road No. 304E, a distance of **393.49** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Northeast corner of the herein described tract, from which a 1/2-inch iron rebar found for an angle point in said Northwest line of the 568.38 acre tract and said Southeast line of County Road No. 304E, bears North 68°51'22" East a distance of 1052.18 feet;

THENCE departing said Southeast line of County Road No. 304E, over and across said 568.38 acre tract, the following five (5) courses and distances:

1. **South 60°28'41" West** a distance of **164.93** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;

2. Southwesterly along the arc of said curve to the left having a radius of **283.00** feet, an arc length of **240.82** feet, a delta angle of **48°45'25"**, and a chord which bears **South 44°45'15" West** a distance of **233.62** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency;

3. **South 20°22'32" West** a distance of **581.70** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right;

4. Southwesterly along the arc of said curve to the right having a radius of **383.00** feet, an arc length of **573.93** feet, a delta angle of **85°51'30"**, and a chord which bears **South 63°18'17" West** a distance of **521.72** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Tangency; and

5. **South 65°25'08" West** a distance of **133.12** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the Southwest corner of the herein described tract and being in said West line of the 568.38 acre tract and said Easterly right-of-way line of Interstate Highway No. 35, from which a Texas Department of Transportation Type I Concrete Monument found in said West line of the 568.38 acre tract and said Easterly right-of-way line of Interstate Highway No. 35, bears South 20°19'54" West a distance of 97.68 feet;

THENCE **North 20°19'54" East** along said West line of the 568.38 acre tract and said Easterly right-of-way line of Interstate Highway No. 35, a distance of **280.86** feet to the **POINT OF BEGINNING** and containing 3.298 acres (143,664 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

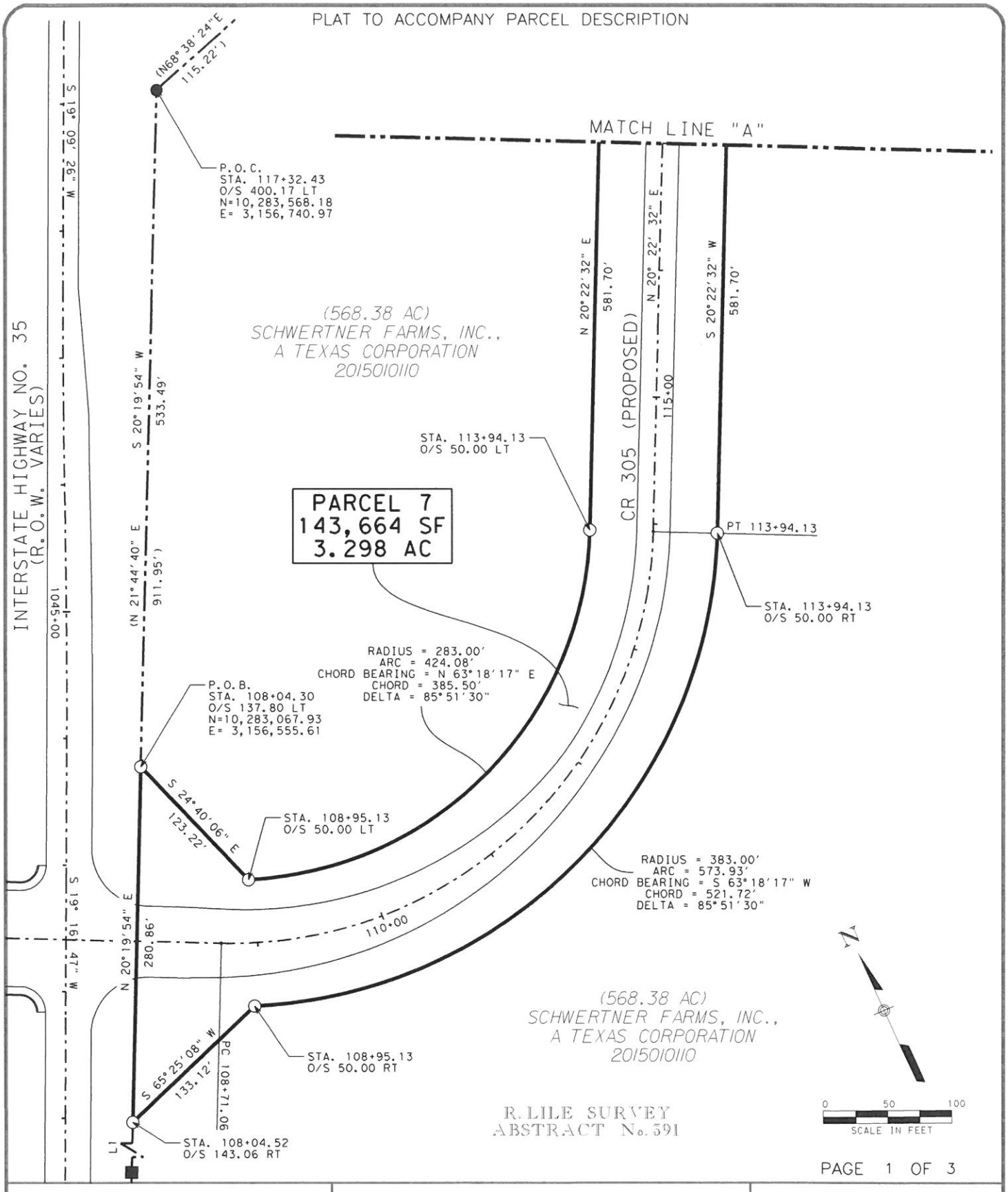
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.

**PRELIMINARY – FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

P:\22000-22999\22310 Wilco CR305\Survey Data\Descriptions\22310-CR305_Parcel 7-M&B.doc

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN TX 78626
METRO 512.930.9412 TDECTBM F-181 TBLS Firm No. 10007750 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

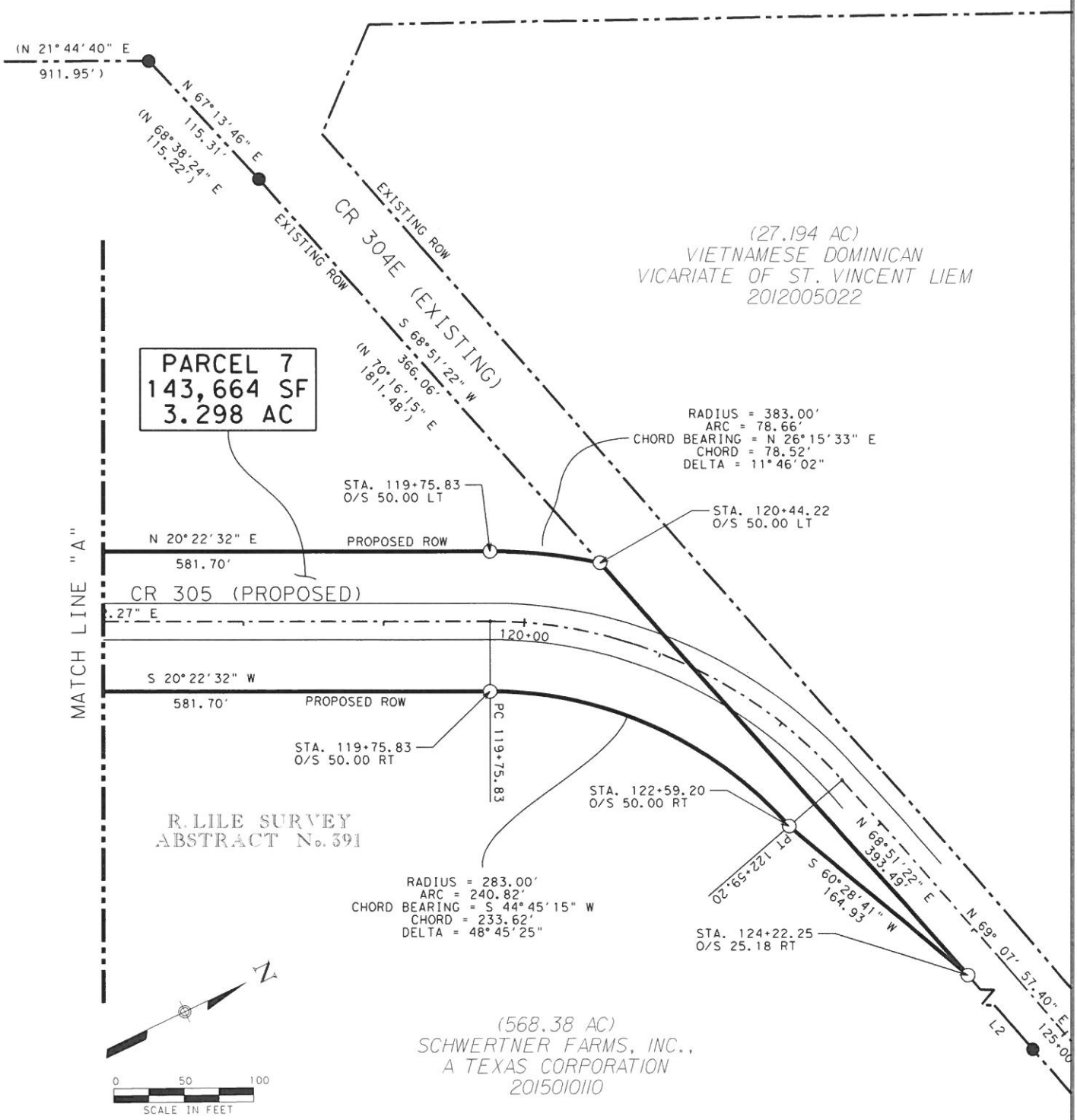
PARCEL PLAT SHOWING PROPERTY OF:

SCHWERTNER FARMS, INC., A TEXAS CORPORATION

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 7 | CR 305 | WILLIAMSON |

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-1151 TBLS FIRM No. 10011700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

SCHWERTNER FARMS, INC., A TEXAS CORPORATION

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 7 | CR 305 | WILLIAMSON |

WILLIAMSON COUNTY
1848

# LEGEND

- ■ TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊡ TXDOT TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

| CODE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 20°19'54" W | 97.68' |
| L2 | N 68°51'22" E | 1,052.18' |

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENT, RESTRICTIONS, CHANGES IN LOT LINES, OR ENCUMBRANCES WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.

PRELIMINARY – FOR REVIEW, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS – NO. 6428



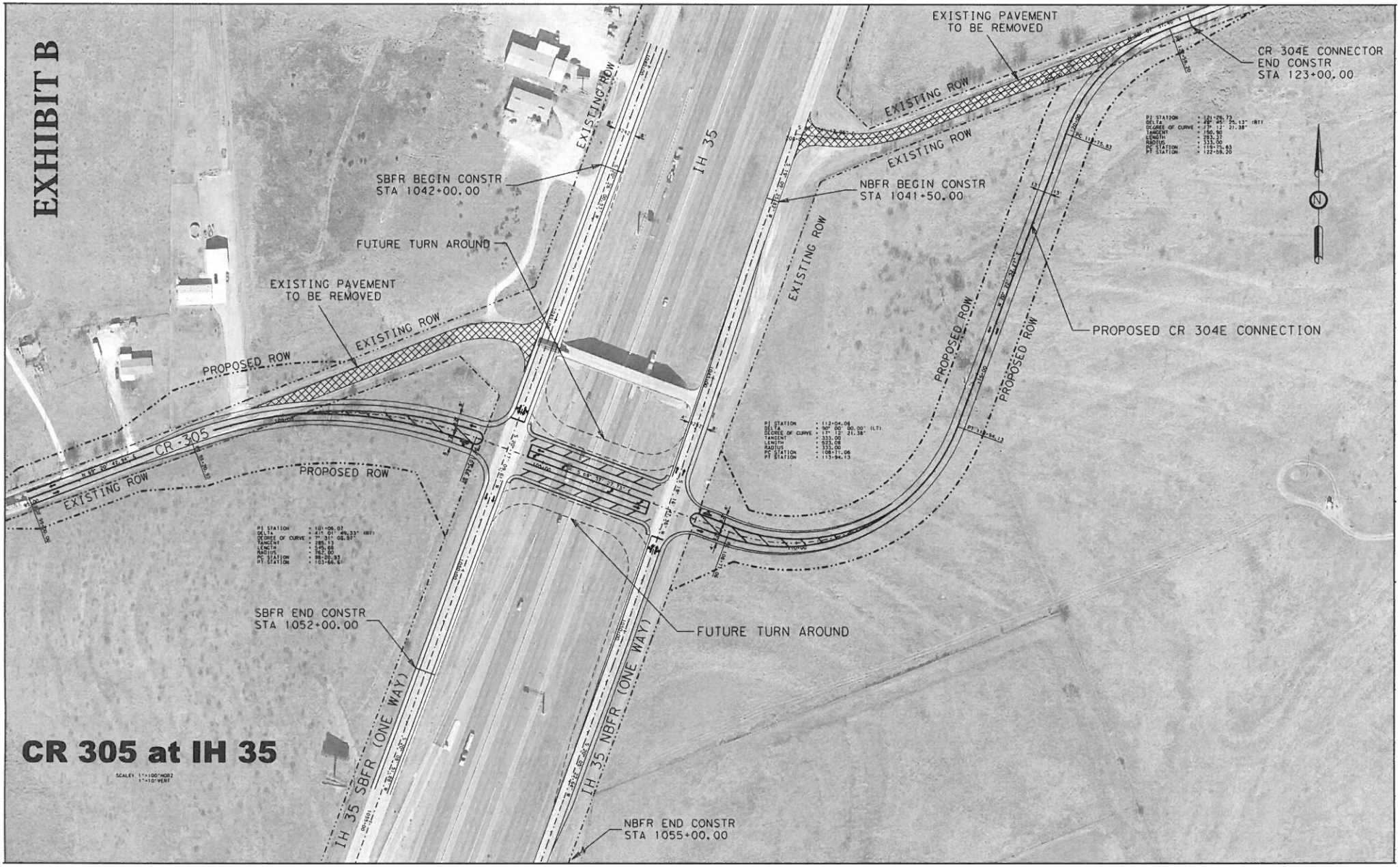
STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 TBPE FIRM F-101 TBLS FIRM No. 10001700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

SCHWERTNER FARMS, INC., A TEXAS CORPORATION

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 7 | CR 305 | WILLIAMSON |

WILLIAMSON COUNTY
1848


EXHIBIT B
EXISTING PAVEMENT TO BE REMOVED
CR 304E CONNECTOR END CONSTR STA 123+00.00
EXISTING ROW
EXISTING ROW
EXISTING ROW
IH 35
SBFR BEGIN CONSTR STA 1042+00.00
NBFR BEGIN CONSTR STA 1041+50.00
FUTURE TURN AROUND
EXISTING PAVEMENT TO BE REMOVED
EXISTING ROW
PROPOSED ROW
PROPOSED ROW
PROPOSED ROW
PROPOSED CR 304E CONNECTION
CR 305
EXISTING ROW
PROPOSED ROW
SBFR END CONSTR STA 1052+00.00
FUTURE TURN AROUND
IH 35 SBFR (ONE WAY)
IH 35 NBFR (ONE WAY)
NBFR END CONSTR STA 1055+00.00
CR 305 at IH 35

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 12/13/2016

CR 305 Real Estate Contract

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract wtih Donald R. Hoyt and Cynthia Hoyt for ROW needed on CR 305. (Parcel 5)

**Background**

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**Fiscal Impact**

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

**Attachments**

Hoyt Contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:08 AM |
| Final Approval Date: 12/08/2016 | | |

**REAL ESTATE CONTRACT**
CR 305 Right of Way—Parcel 5

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

## ARTICLE I
## PURCHASE AND SALE

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

> All of that certain 0.223 acre (9,709 Sq. Ft.) tract of land in the E. Davis Survey, Abstract No. 172, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

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

## ARTICLE II
## PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of SIX THOUSAND SIX HUNDRED NINETY and 00/100 Dollars ($6,690.00).

2.02. The Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of TWENTY SIX THOUSAND SEVEN HUNDRED and 00/100 Dollars ($26,700.00).

Retained Items

2.03. Seller has elected to retain the following items within the Property: Cedar Rail and Stone Colum Fencing, Entry Gate, Opener and Keypad, Asphalt Paving, and Landscaping. A Retention Value of **$83.00** shall be credited against the Purchase Price as compensation for the

right to remove and retain the items listed above, and all items shall be removed from the Property within forty five (45) days after the date of the Deed for conveyance of the Property, subject to written extensions by Purchaser.

Payment of Purchase Price and Additional Compensation

2.04. The Purchase Price and Additional Compensation, minus the Retention Value, shall be payable in cash at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before January 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, minus the Retention Value.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

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

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

## Gender

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

## Memorandum of Contract

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

## Compliance

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

## Effective Date

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

## Counterparts

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

*[signature page follows]*

**SELLER:**

Donald R Hoyt
Donald R. Hoyt

Address: 130 County Rd 305
Jarrell, TX 76537

Date: 12/06/2016

Cynthia Hoyt
Cynthia Hoyt

Address: 130 County Rd. 305
Jarrell, TX. 76537

Date: 12/06/2016

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

**EXHIBIT A**

**County:** Williamson
**Parcel:** 5
**Highway:** County Road No. 305

**PROPERTY DESCRIPTION FOR PARCEL 5**

BEING A 0.223 OF ONE ACRE (9,709 SQUARE FEET) PARCEL OF LAND, SITUATED IN THE E. DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 2.512 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO CYNTHIA HOYT, RECORDED IN DOCUMENT NO. 2009044130 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.223 OF ONE ACRE (9,709 SQUARE FEET) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rebar found (Surface Coordinates = N: 10,283,323.37, E: 3,155,523.59) in the West line of said 2.512 acre tract, for the Northeast corner of a called 0.66 of one acre tract of land described in a General Warranty Deed to Kevin W. Cruz and wife, Bridgett L. Cruz, recorded in Document No. 2013060752 of said Official Public Records and an exterior corner of a called 24.44 acre tract of land described in a Cash Warranty Deed to Dewey R. Blackman and wife, Dorothy H. Blackman, recorded in Document No. 9924499 of the Official Records of Williamson County, Texas, also being 233.53 feet left of and at a right angle to proposed Engineer's Centerline Station 98+55.60, from which a 1/2-inch iron rebar found for an interior corner of said 24.44 acre tract and the Northwest corner of said 0.66 of one acre tract, bears South 81°08'07" West a distance of 160.30 feet;

THENCE South 00°01'28" East along said West line of the 2.512 acre tract and the East line of said 0.66 of one acre tract, a distance of 149.17 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for the **POINT OF BEGINNING** (Surface Coordinates = N: 10,283,174.20, E: 3,155,523.66) of the herein described tract, also being 92.89 feet left of and at a right angle to proposed Engineer's Centerline Station 98+13.65;

THENCE over and across said 2.512 acre tract, the following two (2) courses and distances:

1. **North 53°12'15" East** a distance of **7.58** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the right; and

2. Northeasterly along the arc of said curve to the right having a radius of **857.00** feet, an arc length of **142.00** feet, a delta angle of **09°29'38"**, and a chord which bears **North 74°05'32" East** a distance of **141.84** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 2.512 acre tract and the West line of a called 7.60 acre tract of land described in a Cash Warranty Deed to Douglas C. Buethe and wife, Gail J. Buethe, recorded in Document No. 2001070396 of said Official Public Records, from which a 1/2-inch iron rebar found for the Northwest corner of said 7.60 acre tract and being in said East line of the 2.512 acre tract, bears North 04°09'30" West a distance of 638.99 feet;

THENCE **South 04°09'30" East** along said East line of the 2.512 acre tract and said West line of the 7.60 acre tract, a distance of **55.58** feet to a 1/2-inch iron rebar found for the Southeast corner of said 2.512 acre tract and the Southwest corner of said 7.60 acre tract, also being in the existing Northwesterly right-of-way line of County Road No. 305 (a variable width right-of-way), from which a 1/2-inch iron rebar found for the Southeast corner of said 7.60 acre tract, also being at the intersection of said existing Northwesterly right-of-way line of County Road No. 305 with the existing Westerly right-of-way line of Interstate Highway No. 35 (a variable width right-of-way), bears North 68°34'23" East a distance of 576.39 feet;

THENCE **South 68°03'19" West** along the South line of said 2.512 acre tract and said existing Northwesterly right-of-way line of County Road No. 305, a distance of **157.92** feet to a 1/2-inch iron rebar found for the Southwest corner of said 2.512 acre tract and the Southeast corner of said 0.66 of one acre tract, from which a 1/2-inch iron rebar found for the Southwest corner of said 0.66 of one acre tract and the Southeast corner of said 24.44 acre tract, also being in said existing Northwesterly right-of-way line of County Road No. 305, bears South 69°27'41" West a distance of 92.85 feet;

THENCE **North 00°01'28" West** departing said existing Northwesterly right-of-way line of County Road No. 305, along said West line of the 2.512 acre tract and said East line of the 0.66 of one acre tract, a distance of **71.03** feet to the **POINT OF BEGINNING** and containing 0.223 of one acre (9,709 Square Feet) of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All coordinates and distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

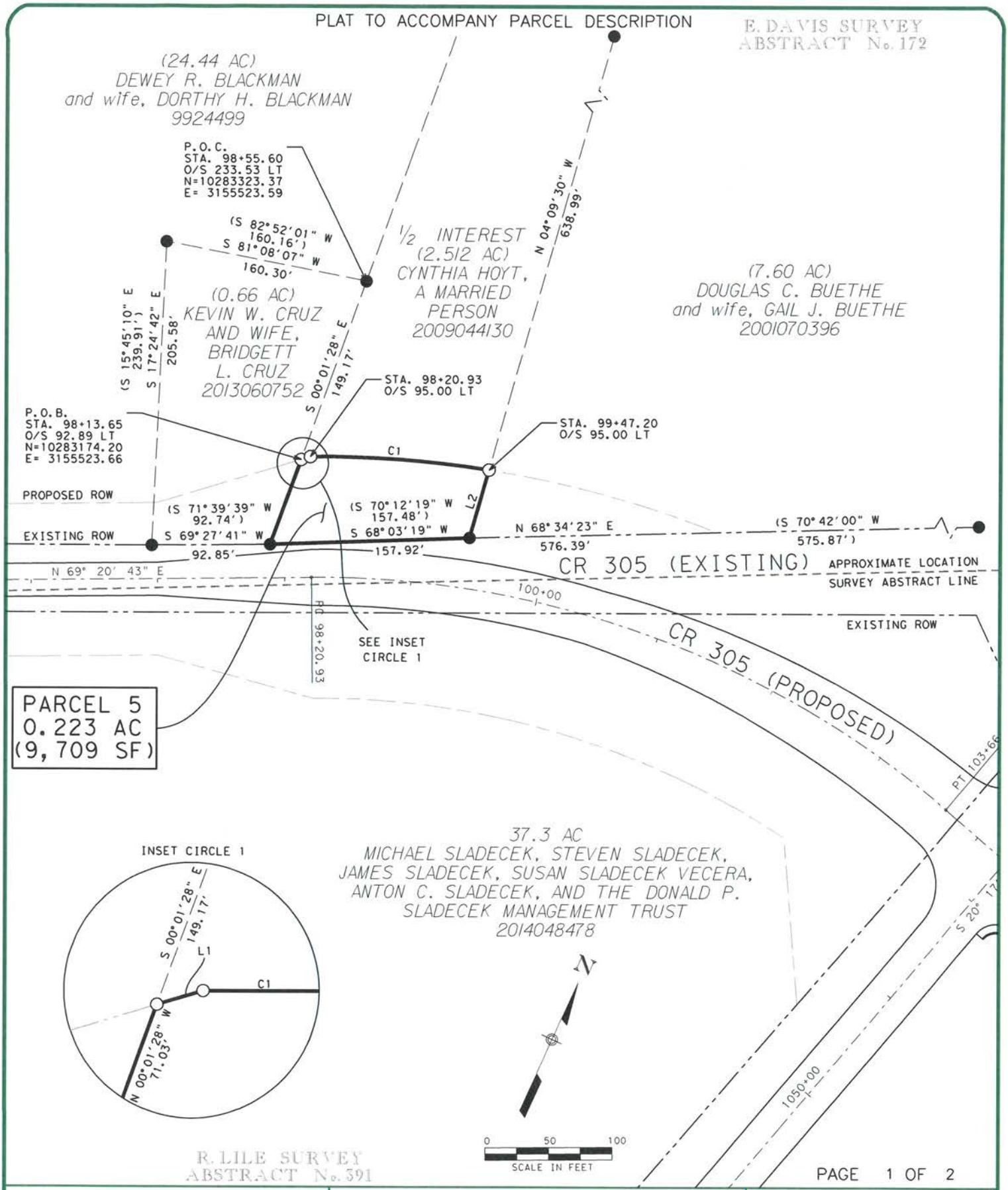
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on May 4, 2016.




09/01/2016

Travis S. Tabor, RPLS No. 6428
Steger & Bizzell Engineering, Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CYNTHIA HOYT, A MARRIED PERSON

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 5 | CR 305 | WILLIAMSON |

WILLIAMSON COUNTY
1848

# LEGEND

- ■ TXDOT TYPE I CONCRETE MONUMENT FOUND
- ⊡ TXDOT TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ MAG NAIL FOUND UNLESS NOTED
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING
- ⌐/¬ LINE BREAK
- × FENCE CORNER

| CODE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 53°12'15" E | 7.58' |
| L2 | S 04°09'30" E | 55.58' |

| CODE | RADIUS | ARC | CHORD BEARING | CHORD | DELTA |
|---|---|---|---|---|---|
| C1 | 857.00 | 142.00' | N 74°05'32" E | 141.84' | 09°29'38" |

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 – 2011 ADJUSTMENT), CENTRAL ZONE (4203).

ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 297, PG. 606
2. TEXAS POWER & LIGHT COMPANY, VOL. 413, PG. 81

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION. THE FIELD WORK WAS COMPLETED ON MAY 4, 2016.

STATE OF TEXAS
REGISTERED
TRAVIS S. TABOR
6428
PROFESSIONAL
LAND SURVEYOR

09/01/2016

TRAVIS S. TABOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS – NO. 6428



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

CYNTHIA HOYT, A MARRIED PERSON

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 5 | CR 305 | WILLIAMSON |

WILLIAMSON COUNTY
1848

# EXHIBIT "B"

Parcel 5

**DEED**
County Road 305 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

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

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

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

> All of that certain 0.223 acre (9,709 Sq. Ft.) in the E. Davis Survey, Abstract No. 172, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit ("the Retained Improvements"): Cedar Rail and Stone Colum Fencing, Entry Gate, Opener and Keypad, Asphalt Paving, and Landscaping.

Grantor covenants and agrees to remove the Retained Improvements on or before the expiration of forty five (45) days after the date of this Deed, subject to such extensions of time as may be allowed by Grantee in writing. In the event Grantor fails to remove the Retained Improvements within the time prescribed, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

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

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 305, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ___ day of _____, 2017.

*[signature pages follow]*

**GRANTOR:**

_____
Donald Hoyt

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Donald Hoyt, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Cynthia Hoyt

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Cynthia Hoyt, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 12/13/2016

Real Estate Contract

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Gary G. Beran and Bertha M. Beran for ROW needed on CR 101. (PARCEL 45)

**Background**

---

**Fiscal Impact**

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

**Attachments**

Beran Contract

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:13 AM |
| Final Approval Date: 12/08/2016 | | |

**REAL ESTATE CONTRACT**
CR 101 Right of Way—Parcel 45

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

## ARTICLE I
## PURCHASE AND SALE

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

> All of that certain 0.005 acre (200 Sq. Ft.) tract of land in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**)

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

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FIVE HUNDRED and 00/100 Dollars ($500.00).

### Payment of Purchase Price

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

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before December 31st, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

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

## ARTICLE VII
## BREACH BY PURCHASER

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

## ARTICLE VIII
## MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

*[signature page follows]*

EXHIBIT A

**County:** Williamson
**Highway:** C.R. 101
**Parcel:** 45

**PROPERTY DESCRIPTION FOR**
**PARCEL 45**

DESCRIPTION OF A 0.005 ACRE (200 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 15.00 ACRE TRACT OF LAND CONVEYED TO GARY G. BERAN AND WIFE, BERTHA M. BERAN BY INSTRUMENT RECORDED IN VOLUME 1685, PAGE 579 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.005 ACRE (200 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at 1/2" iron rod found, for an ell corner in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 394 (a/k/a C.R. 100) (variable width ROW), being the southwesterly corner of the remainder of that called 67.78 acre tract of land conveyed to Shumore Joint Venture by instrument recorded in Document No. 2000039782 of the Official Public Records of Williamson County, Texas;

THENCE, with, in part, the common southerly boundary line of said remainder of 67.78 acre tract and said 15.00 acre tract, same being said existing northerly ROW line, N 68°47'09" E, at an approximate distance of 429.92 feet (record), pass the calculated southeasterly corner of said 67.78 acre tract, same being the southwesterly corner of said 15.00 acre tract, and continuing for a total distance of 1009.92 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 85.14 feet left of proposed C.R. 101 baseline station 184+83.91, having grid coordinates of N=10,192,753.52, E =3,186,644.64, being the cut back for the proposed westerly ROW line of C.R. 101 (ROW width varies), for the westerly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE,** departing said existing northerly ROW line, through the interior of said 15.00 acre tract, with said proposed westerly ROW line, **N 23°05'37" E,** for a distance of **27.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 65.27 feet left of proposed C.R. 101 baseline station 185+03.56, in the existing westerly ROW line of C.R. 101 (variable width ROW) for the northerly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "Diamond Surveying" found in the existing southerly ROW line of Chandler Road (variable width ROW), being the northeasterly corner of said remainder 67.78 acre tract, bears N 22°35'54" W, along said existing westerly ROW line of C.R. 101, at a distance of 1069.21 feet, pass the calculated northeasterly corner of said 15.00 acre tract, same being an ell corner in the easterly boundary line of said remainder of 67.78 acre tract, and continuing for a total distance of 1491.08 feet a calculated point, being the intersection of said existing westerly ROW line and said Chandler Rd southerly ROW line, and N 66°21'42" W, with the common line of said existing southerly ROW line of Chandler Rd. and the easterly boundary line of said remainder of the 67.78 acre tract, at a distance of 33.40 feet;

2. **THENCE**, departing said proposed ROW line, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 15.00 acre tract, **S 22°35'54" E,** for a distance of **20.00** feet to the calculated intersection of said C.R. 101 and said C.R. 394, for the southeasterly corner of the herein described tract;

3. **THENCE**, departing said existing westerly ROW line, with said existing northerly ROW line, same being the southerly boundary line of said 15.00 acre tract, **S 68°47'09" W,** for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.005 acres (200 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

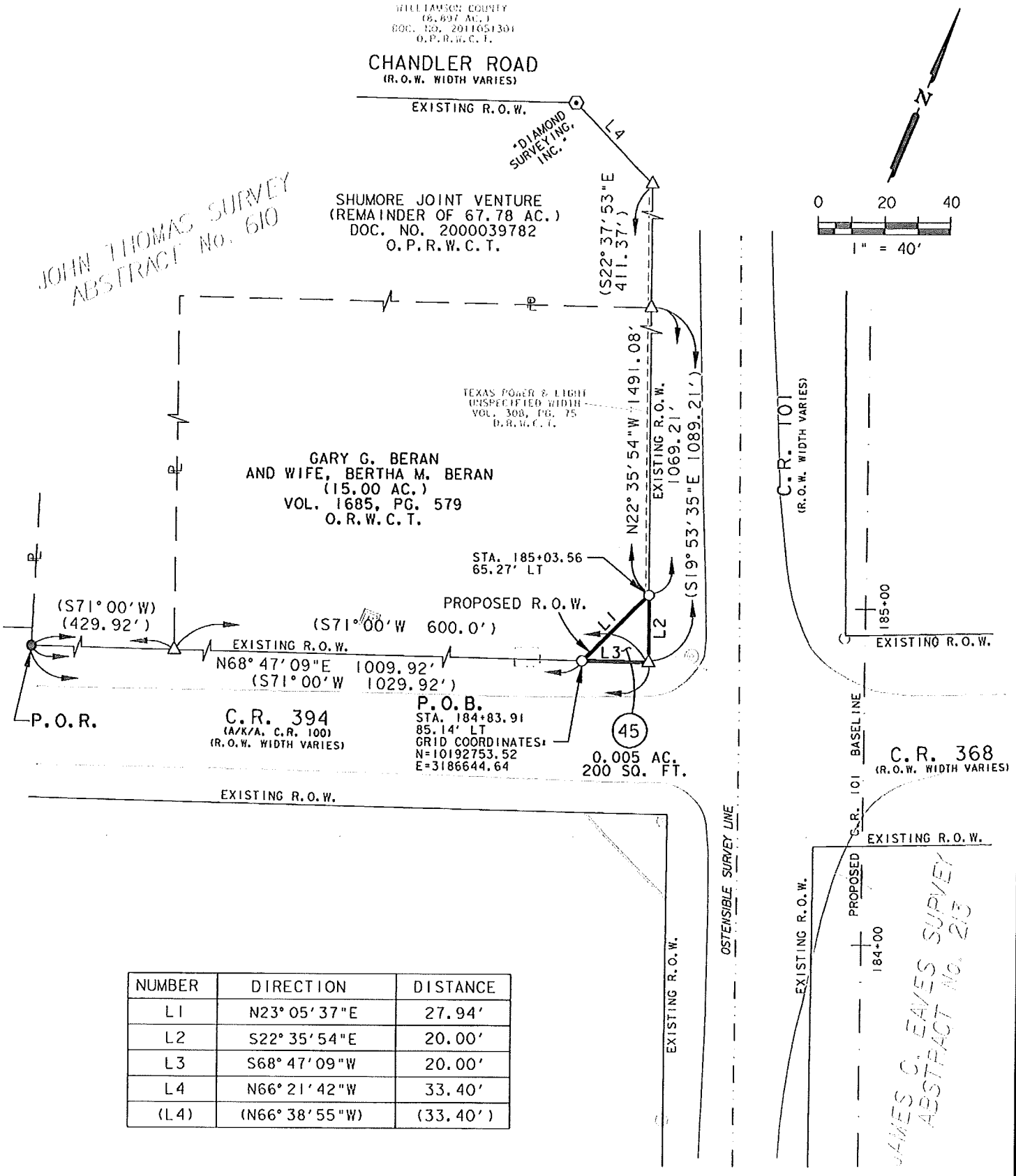
Lawrence M. Russo 10/17/2016
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/05/16
PAGE 3 OF 4




| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N23° 05' 37"E | 27.94' |
| L2 | S22° 35' 54"E | 20.00' |
| L3 | S68° 47' 09"W | 20.00' |
| L4 | N66° 21' 42"W | 33.40' |
| (L4) | (N66° 38' 55"W) | (33.40') |


INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## GARY G. BERAN
## AND WIFE, BERTHA M. BERAN

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 40' | CR 101 | WILLIAMSON |

## PARCEL 45

S:*BROWN&GAY\CR101\PARCELS\PARCEL 45-BERAN\BERAN-45.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ⊛ | FENCE CORNER POST FOUND |
| ● | ½" IRON ROD FOUND UNLESS NOTED |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED |
| X | X CUT FOUND |
| ▲ | 60/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE) |
| ℄ | CENTER LINE |
| ℞ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| —/\— | LINE BREAK |
| ⌇ | DENOTES COMMON OWNERSHIP |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622966-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 1, 2016, ISSUE DATE AUGUST 10, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 75, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, PARTIALLY AFFECTS AS SHOWN.

F. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 696, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1500, PAGE 274, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082576, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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

Lawrence M. Russo 10/17/2016

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 0.005 | 200 |
| CALC/DEED AREA | 15.00 | 653,400 |
| REMAINDER AREA | 14.995 | 653,200 |

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## GARY G. BERAN
## AND WIFE, BERTHA M. BERAN

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 40' | CR 101 | WILLIAMSON |

PARCEL 45

S:*BROWN&GAY\CR101\PARCELS\PARCEL 45-BERAN\BERAN-45.dgn

# EXHIBIT "B"

Parcel 45

**DEED**
County Road 101 Road Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

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

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

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

> All of that certain 0.005 acre (200 Sq. Ft.) tract of land in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45**)

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

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

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 1st day of December, 2016.

*[signature page follows]*

**SELLER:**

Gary G. Beran

Gary G. Beran Address: 1801 CR 394
Hutto, Tx 78634

Date: 12/1/2016

Bertha M. Beran

Bertha M. Beran Address: 1801 CR 394
Hutto, Tx 78634

Date: 12/1/2016

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

**GRANTOR:**

Gary G. ~~Behran~~ Beran

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 1st day of December, 2016 by Gary G. ~~Behran~~ Beran in the capacity and for the purposes and consideration recited therein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2017
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas

**GRANTOR:**

Bertha M. ~~Behran~~ Beran

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 1st day of December 2016 by Bertha M. ~~Behran~~ Beran in the capacity and for the purposes and consideration recited therein.

DEBORAH STEARNS MURPHY
Notary Public, State of Texas
Comm. Expires 10-26-2017
Notary ID 345883-1

Deborah Stearns Murphy
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 12/13/2016

Special Warranty Deed

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a Special Warranty Deed and a Deed Without Warranty to convey excess right-of-way to DALH- Cedar Park, LLC.

**Background**

---

**Fiscal Impact**

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

**Attachments**

DALH Special Warranty Deed

DALH Deed without Warranty

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:22 AM |
| Final Approval Date: 12/08/2016 | | |

**SPECIAL WARRANTY DEED**

County Road 180 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

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

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

That **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **DALH – CEDAR PARK, L.L.C.**, a Texas limited liability company, hereinafter referred to as "Grantee", receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto Grantee, all of those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.0868 of one acre (3,779 square feet) of land out of the S.J. Dover Survey, Abstract Number 168, in Williamson County, Texas and being a portion of the 2.568 acre tract of land conveyed to Williamson County by instrument of record in Document Number 2008012731 of the Official Public Records of Williamson County, Texas and being more particularly described by Exhibit "A", attached hereto and incorporated herein.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

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

under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, this instrument is executed on this the _____ day of _____, 2016.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By:_____
Dan A. Gattis, as County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS** **§**

**§**

**COUNTY OF WILLIAMSON** **§**

This instrument was acknowledged before me on the _____ day of _____, 2016, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mark Miller
Locke Lord LLP
600 Travis, Suite 2800
Houston, Texas 77002

EXHIBIT A



Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 0.0868 OF ONE ACRE (3,779 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168, IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found for the southwest corner of Lot 3, Block A, Hurst-Findeisen Subdivision; a subdivision of record in Document Number 2015000240 of the Official Public Records of Williamson County, Texas, being the northwest corner of a 4.5 acre tract of land conveyed to Lisa Pryor Johnson by instrument of record in Document Number 2013059663 of the Official Public Records of Williamson County, Texas and also being in the east right-of-way line of said County Road Number 180; from which a 3/4" iron pipe found for the southwest corner of said 4.5 acre tract and being an angle point in the west line of an 8.09 acre tract of land conveyed to ARP Autumn Ridge Partners, L.P. by instrument of record in Document Number 2006067662 of the Official Public Records of Williamson County, Texas bears South 20°29'56" East a distance of 531.74 feet (record: South 17°58'00" East a distance of 531.70 feet);

THENCE South 68°41'21" West, crossing through the right-of-way of County Road Number 180 along a prolongation of the south line of said Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract a distance of 30.50 feet to a calculated point in the west right-of-way line of County Road Number 180 and being in the east line of said 2.568 acre tract for the POINT OF BEGINNING;

THENCE continue South 68°41'21" West, crossing through the 2.568 acre tract along said prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract a distance of 35.01 feet to a 1/2" rebar found with cap, stamped "Baker Aicklen", being at the intersection of the prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract with the west line of the 2.568 acre tract and being in the east right-of-way line of U.S. Highway Number 183A (R.O.W. varies); from which a TxDOT Type II concrete monument found with brass cap, stamped "Central Texas Regional Mobility Authority-177" bears along a non-tangential curve to the right, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 50.27 feet, a delta angle of 00°03'03" and a chord, which bears South 10°18'48" East a distance of 50.27 feet;

THENCE along the west line of the 2.568 acre tract and the east right-of-way line of said U.S. Highway Number 183A, being a non-tangential curve to the left, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 229.01 feet, a delta angle of 02°16'56" and a chord, which bears North 11°42'18" West a distance of 229.00 feet to a 1/2" rebar found with an aluminum cap, stamped "X" for the north corner of the 2.568 acre tract and being at the intersection of the east right-of-way line of U.S. Highway Number 183A with the west right-of-way line of County Road Number 180;

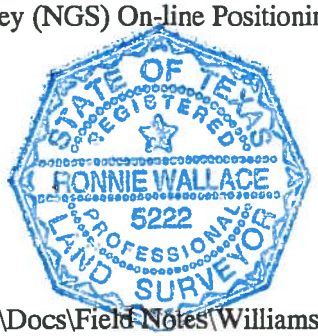
THENCE South 20°29'56" East (record: South 20°29'40" East) along the east line of the 2.568 acre tract and the west right-of-way line of County Road Number 180 a distance of 225.81 feet to the POINT OF BEGINNING.

This parcel contains 0.0868 of one acre (3,779 square feet) of land, more or less, out of the S. J. Dover Survey, Abstract Number 168, in Williamson County, Texas.

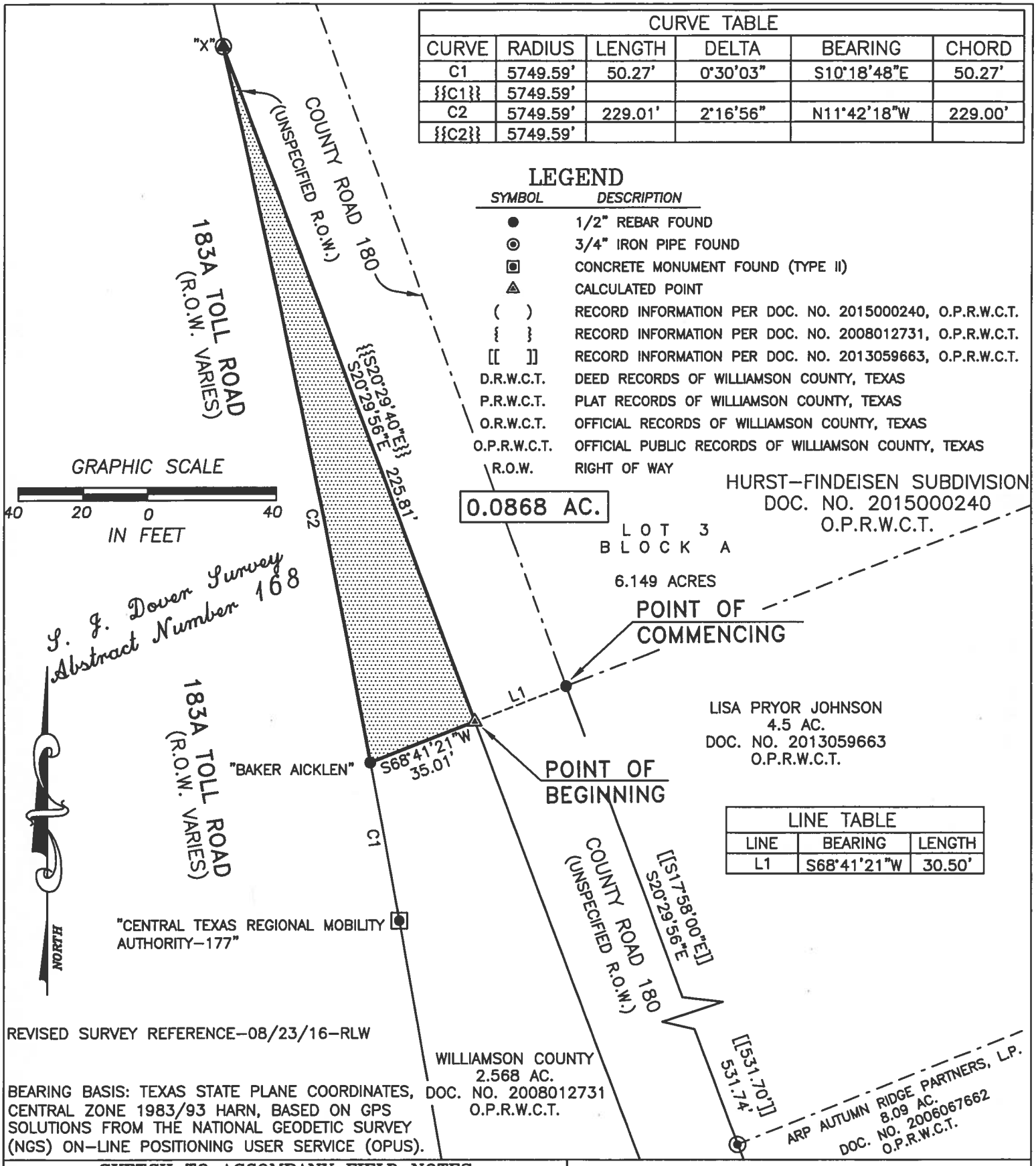
Bearing Basis: Texas State Plane Coordinates, Texas Central Zone, NAD 83/93 HARN, based upon GPS solutions from the Nation Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Ronnie Wallace 8/23/16

Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222




File: S:\Projects\Hurst-Findeisen Subdivision\Docs\Field Notes\Williamson Triangle_fn.doc
Drawing: S:\Projects\Hurst-Findeisen Subdivision\Dwg\Williamson Triangle.dwg




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 5749.59' | 50.27' | 0°30'03" | S10°18'48"E | 50.27' |
| {{C1}} | 5749.59' | | | | |
| C2 | 5749.59' | 229.01' | 2°16'56" | N11°42'18"W | 229.00' |
| {{C2}} | 5749.59' | | | | |

## LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| ● | 1/2" REBAR FOUND |
| ◉ | 3/4" IRON PIPE FOUND |
| ▣ | CONCRETE MONUMENT FOUND (TYPE II) |
| ◬ | CALCULATED POINT |
| ( ) | RECORD INFORMATION PER DOC. NO. 2015000240, O.P.R.W.C.T. |
| { } | RECORD INFORMATION PER DOC. NO. 2008012731, O.P.R.W.C.T. |
| [[ ]] | RECORD INFORMATION PER DOC. NO. 2013059663, O.P.R.W.C.T. |
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| R.O.W. | RIGHT OF WAY |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S68°41'21"W | 30.50' |

REVISED SURVEY REFERENCE-08/23/16-RLW

BEARING BASIS: TEXAS STATE PLANE COORDINATES, CENTRAL ZONE 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

**SKETCH TO ACCOMPANY FIELD NOTES OF 0.0868 OF ONE ACRE (3,779 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A 2.568 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2008012731 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS**


**BASELINE LAND SURVEYORS, INC.**
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron-baseline@austin.rr.com


| | | |
|---|---|---|
| File: \Projects\Hurst-Findeisen\Dwg\Williamson Triangle.dwg | | |
| Job No. | Snapshot: | SHEET 3 of 3 |
| Scale (Hor.): 1"=40' | Scale (Vert.): | |
| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |

# DEED WITHOUT WARRANTY

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

**Date:** _____, 2016

**Grantor:** WILLIAMSON COUNTY, TEXAS

**Grantor's Mailing Address:**

WILLIAMSON COUNTY
c/o Dan A. Gattis
County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

**Grantee:** DALH – CEDAR PARK, L.L.C., a Texas limited liability company

**Grantee's Mailing Address:**

DALH – CEDAR PARK, L.L.C.
1375 Enclave Parkway
Houston, Texas 77077
Harris County

**Consideration:**

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

**Property (including any improvements):**

See Exhibits "A" and "B", attached hereto and incorporated herein for all intents and purposes.

**Reservations from and Exceptions to Conveyance:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor, for the Consideration, the receipt and sufficiency of which is hereby acknowledged and for which no lien is retained, either expressed or implied, does hereby grant, sell, and convey to Grantee the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto Grantee, its successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this Deed Without Warranty is executed by Grantor this the ____ day of _____, 2016.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By:_____
DAN A. GATTIS
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS** **§**
**§**
**COUNTY OF WILLIAMSON** **§**

This instrument was acknowledged before me on the ____ day of _____, 2016, by Dan A. Gattis, as County Judge, on behalf of said county.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mark Miller
Locke Lord LLP
600 Travis, Suite 2800
Houston, TX 77002

EXHIBIT A



Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 0.1043 OF ONE ACRE (4,543 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168, IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT-OF-WAY IN WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found for the southwest corner of Lot 3, Block A, Hurst-Findeisen Subdivision; a subdivision of record in Document Number 2015000240 of the Official Public Records of Williamson County, Texas, being the northwest corner of a 4.5 acre tract of land conveyed to Lisa Pryor Johnson by instrument of record in Document Number 2013059663 of the Official Public Records of Williamson County, Texas and also being in the east right-of-way line of said County Road Number 180; from which a 3/4" iron pipe found for the southwest corner of said 4.5 acre tract and being an angle point in the west line of an 8.09 acre tract of land conveyed to ARP Autumn Ridge Partners, L.P. by instrument of record in Document Number 2006067662 of the Official Public Records of Williamson County, Texas bears South 20°29'56" East a distance of 531.74 feet (record: South 17°58'00" East a distance of 531.70 feet);

THENCE crossing through the right-of-way of County Road Number 180 the following two (2) courses:

1. South 68°41'21" West, along a prolongation of the south line of said Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract a distance of 15.25 feet to a calculated point in the centerline of the right-of-way of County Road Number 180 for the POINT OF BEGINNING;

2. continue South 68°41'21" West, along said prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract a distance of 15.25 feet to a calculated point in the west right-of-way line of County Road Number 180, being the east line of a 2.568 acre tract of land conveyed to Williamson County by instrument of record in Document Number 2008012731 of the Official Public Records of Williamson County, Texas; from which a 1/2" rebar found with cap, stamped "Baker Aicklen", being at the intersection of the prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract with the west line of said 2.568 acre tract and being in the east right-of-way line of U.S. Highway Number 183A (R.O.W. varies) bears South 68°41'21" West a distance of 35.01 feet;

THENCE North 20°29'56" West (record: North 20°29'40" West), along the west right-of-way line of County Road Number 180 and the east line of the 2.568 acre tract a distance of 225.81 feet to a 1/2" rebar found with an aluminum cap, stamped "X" for the north corner of the 2.568 acre tract and being in the east right-of-way line of U.S. Highway Number 183A; from which said 1/2" rebar found at the intersection of the prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract with the west line of said 2.568 acre tract and being in the east right-of-way line of U.S. Highway Number 183 bears along a non-tangential curve

to the right, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 229.01 feet, a delta angle of 02°16'56" and a chord, which bears South 11°42'18" East a distance of 229.00 feet;

THENCE along the east right-of-way line of said U.S. Highway Number 183A, being a non-tangential curve to the left, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 134.22 feet, a delta angle of 01°20'15" and a chord, which bears North 13°30'53" West a distance of 134.21 feet to a calculated point at the intersection of the east right-of-way line of U.S. Highway Number 183A with the centerline of County Road Number 180;

THENCE South 20°19'41" East, along the centerline of County Road Number 180 a distance of 358.81 feet to the POINT OF BEGINNING.

This parcel contains 0.1043 of one acre (4,543 square feet) of land, more or less, out of the S. J. Dover Survey, Abstract Number 168, in Williamson County, Texas.

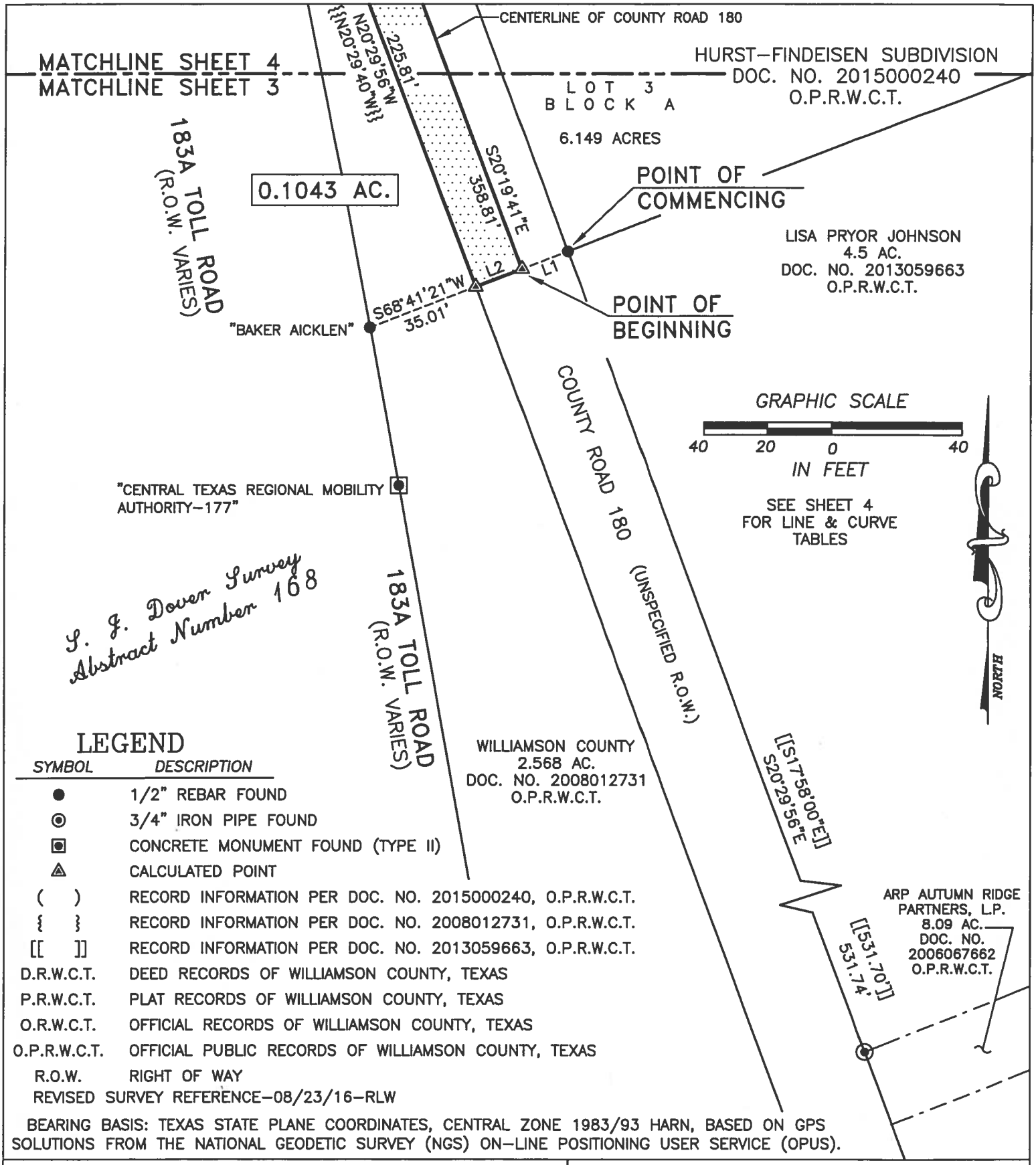
Bearing Basis: Texas State Plane Coordinates, Texas Central Zone, NAD 83/93 HARN, based upon GPS solutions from the Nation Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Ronnie Wallace 8/23/16

Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222




File: S:\Projects\Hurst-Findeisen Subdivision\Docs\Field Notes\CR 180 West Half_fn.doc
Drawing: S:\Projects\Hurst-Findeisen Subdivision\Dwg\CR 180 West Half.dwg




## LEGEND

| SYMBOL | DESCRIPTION |
|---|---|
| ● | 1/2" REBAR FOUND |
| ⊙ | 3/4" IRON PIPE FOUND |
| ▣ | CONCRETE MONUMENT FOUND (TYPE II) |
| ◬ | CALCULATED POINT |
| ( ) | RECORD INFORMATION PER DOC. NO. 2015000240, O.P.R.W.C.T. |
| { } | RECORD INFORMATION PER DOC. NO. 2008012731, O.P.R.W.C.T. |
| [[ ]] | RECORD INFORMATION PER DOC. NO. 2013059663, O.P.R.W.C.T. |
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| R.O.W. | RIGHT OF WAY |

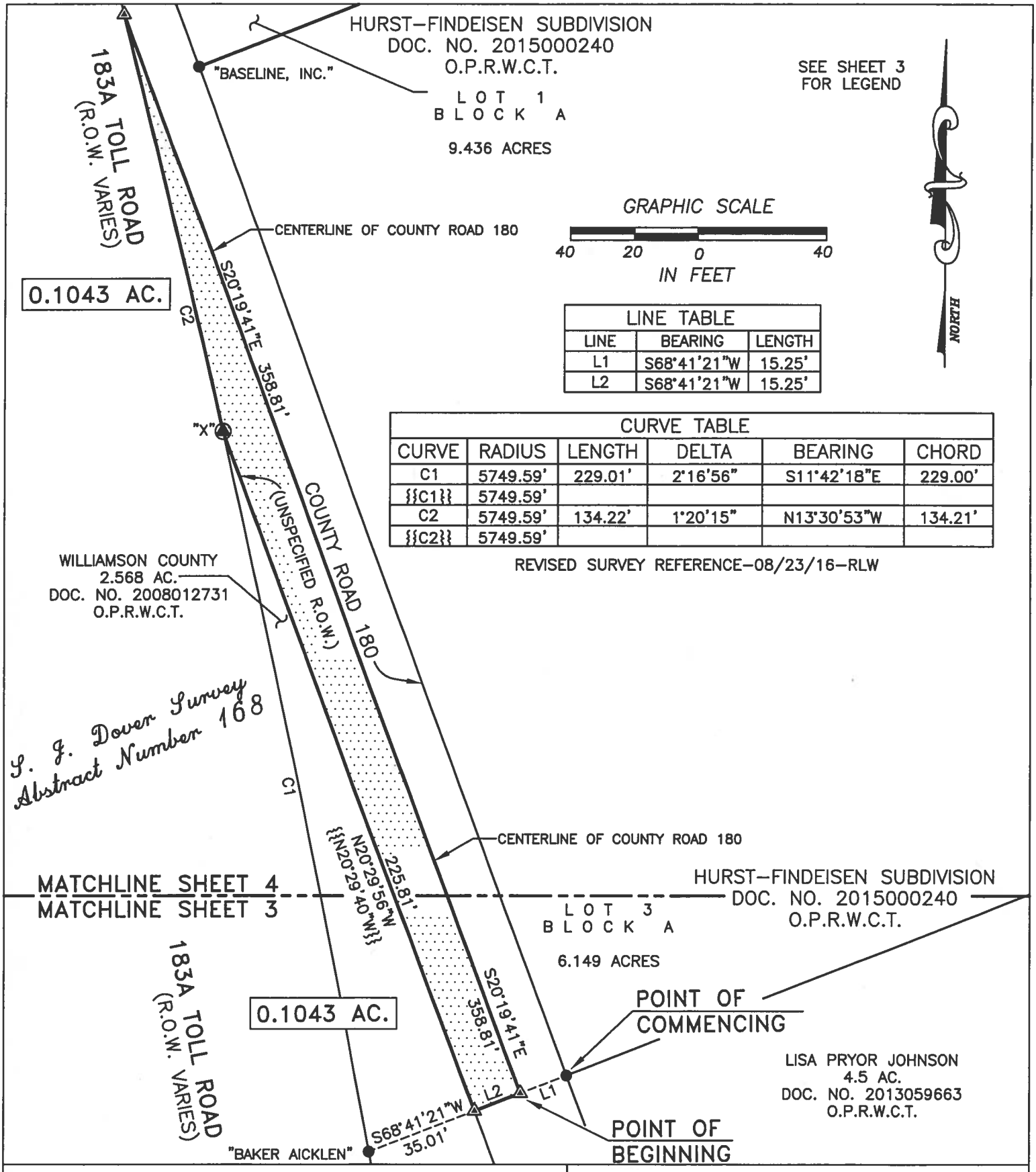
REVISED SURVEY REFERENCE–08/23/16–RLW

BEARING BASIS: TEXAS STATE PLANE COORDINATES, CENTRAL ZONE 1983/93 HARN, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON–LINE POSITIONING USER SERVICE (OPUS).

# SKETCH TO ACCOMPANY FIELD NOTES OF 0.1043 OF ONE ACRE (4,543 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT–OF–WAY IN WILLIAMSON COUNTY, TEXAS


**BASELINE LAND SURVEYORS, INC.**
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron-baseline@austin.rr.com


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| Job No. | Snapshot: | |
| Scale (Hor.): 1"=40' | Scale (Vert.): | |
| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S68°41'21"W | 15.25' |
| L2 | S68°41'21"W | 15.25' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 5749.59' | 229.01' | 2°16'56" | S11°42'18"E | 229.00' |
| {{C1}} | 5749.59' | | | | |
| C2 | 5749.59' | 134.22' | 1°20'15" | N13°30'53"W | 134.21' |
| {{C2}} | 5749.59' | | | | |

REVISED SURVEY REFERENCE-08/23/16-RLW

SKETCH TO ACCOMPANY FIELD NOTES OF 0.1043 OF ONE ACRE (4,543 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT-OF-WAY IN WILLIAMSON COUNTY, TEXAS


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| Job No. | Snapshot: | |
| Scale (Hor.): 1"=40' | Scale (Vert.): | |
| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |

EXHIBIT B



Base Line Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 0.1621 OF ONE ACRE (7,061 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168, IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT-OF-WAY IN WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southwest corner of Lot 3, Block A, Hurst-Findeisen Subdivision; a subdivision of record in Document Number 2015000240 of the Official Public Records of Williamson County, Texas, being the northwest corner of a 4.5 acre tract of land conveyed to Lisa Pryor Johnson by instrument of record in Document Number 2013059663 of the Official Public Records of Williamson County, Texas and also being in the east right-of-way line of said County Road Number 180; from which a 3/4" iron pipe found for the southwest corner of said 4.5 acre tract and being an angle point in the west line of an 8.09 acre tract of land conveyed to ARP Autumn Ridge Partners, L.P. by instrument of record in Document Number 2006067662 of the Official Public Records of Williamson County, Texas bears South 20°29'56" East a distance of 531.74 feet (record: South 17°58'00" East a distance of 531.70 feet);

THENCE crossing through the right-of-way of County Road Number 180 the following two (2) courses:

1. South 68°41'21" West, along a prolongation of the south line of said Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract a distance of 15.25 feet to a calculated point in the centerline of the right-of-way of County Road Number 180; from which a 1/2" rebar found with cap, stamped "Baker Aicklen", being at the intersection of the prolongation of the south line of Lot 3, Block A, Hurst-Findeisen Subdivision and the north line of the 4.5 acre tract with the west line of a 2.568 acre tract of land conveyed to Williamson County by instrument of record in Document Number 2008012731 of the Official Public Records of Williamson County, Texas and being in the east right-of-way line of U.S. Highway Number 183A (R.O.W. varies) bears South 68°41'21" West a distance of 50.26 feet;

2. North 20°19'41" West, along said centerline of County Road Number 180 a distance of 358.81 feet to a calculated point in the east right-of-way line of said U.S. Highway Number 183A; from which an 1/2" rebar found with an aluminum cap stamped "X" for the north corner of said 2.568 acre tract and being at the intersection of the west right-of-way line of County Road Number 180 with the east right-of-way line of U.S. Highway Number 183A bears along a non-tangential curve to the right, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 134.22 feet, a delta angle of 01°20'15" and a chord, which bears South 13°30'53" East a distance of 134.21 feet;

THENCE along the east right-of-way line of said U.S. Highway Number 183A the following two (2) courses:

1. along a non-tangential curve to the left, having a radius of 5749.59 feet (record: 5749.59 feet), a length of 165.23 feet, a delta angle of 01°38'47" and a chord, which bears North 15°00'24" West a distance of 165.22 feet to a calculated point;

2. North 69°02'53" East a distance of 1.49 feet to a 1/2" rebar found in the east right-of-way line of U.S. Highway Number 183A and being in the west line of Lot 1, Block A, Hurst-Findeisen Subdivision; from which a 1/2" rebar found for a point of curvature in the east right-of-way line of U.S. Highway Number 183A and being in the west line of Lot 1, Block A, Hurst-Findeisen Subdivision bears North 19°57'56" West a distance of 20.71 feet (record: North 19°57'56" West a distance of 20.71 feet;

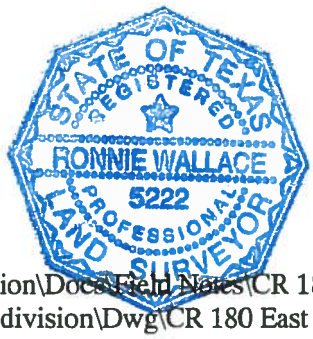
THENCE South 20°09'24" East (record: South 20°09'24" East), along the east right-of-way line of County Road Number 180, being the west line of Lots 1 and 3, Block A, Hurst-Findeisen Subdivision, passing at a distance of 180.07 feet (record: 180.07 feet) a 1/2" rebar found with plastic cap, stamped "Baseline, Inc." for the southwest corner of Lot 1, being the northwest corner of Lot 3, Block A, Hurst-Findeisen Subdivision and continuing for a total distance of 523.08 feet (record: 523.08 feet) to the POINT OF BEGINNING.

This parcel contains 0.1621 of one acre (7,061 square feet) of land, more or less, out of the S. J. Dover Survey, Abstract Number 168, in Williamson County, Texas.

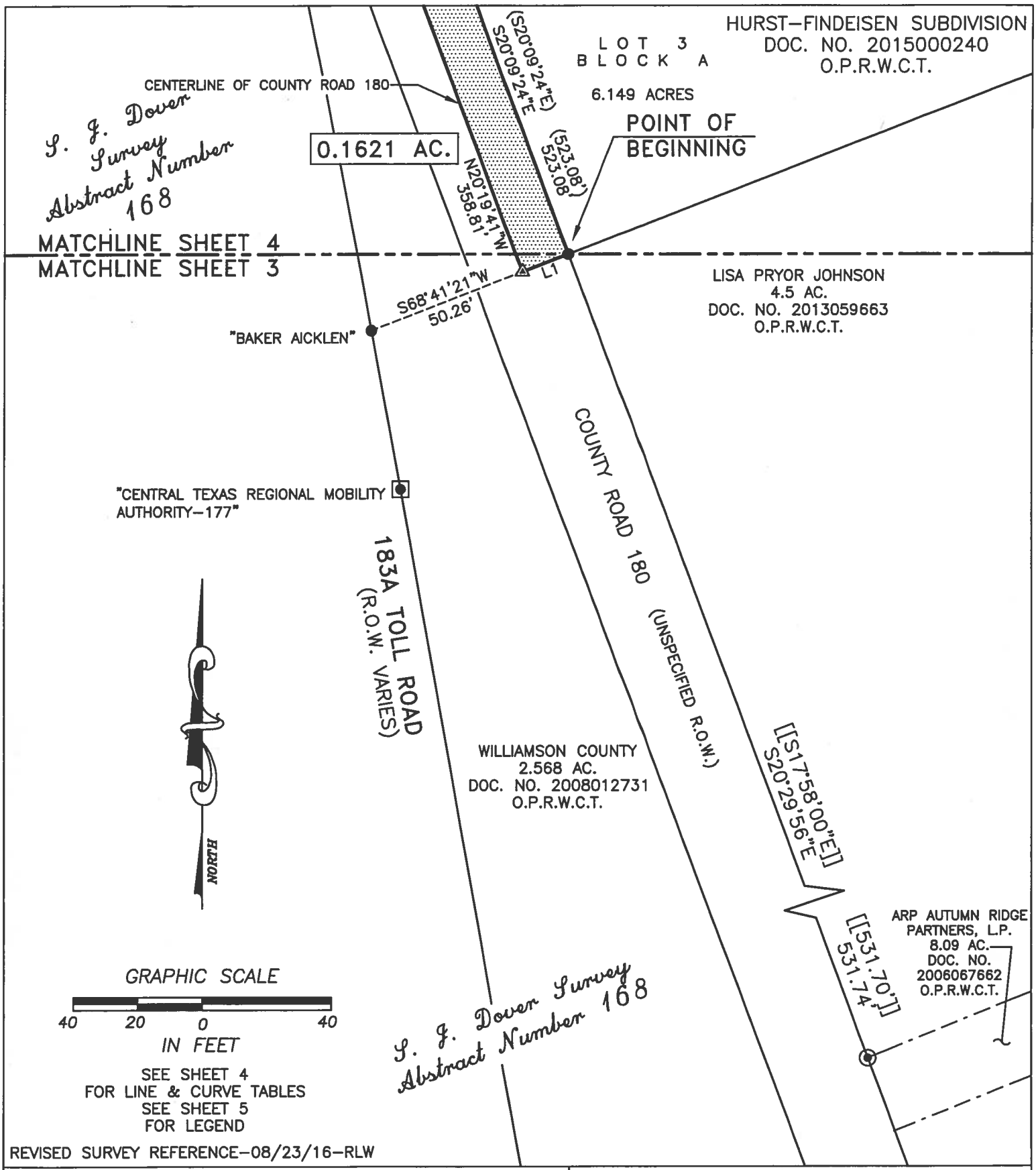
Bearing Basis: Texas State Plane Coordinates, Texas Central Zone, NAD 83/93 HARN, based upon GPS solutions from the Nation Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Ronnie Wallace 8/23/16

Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



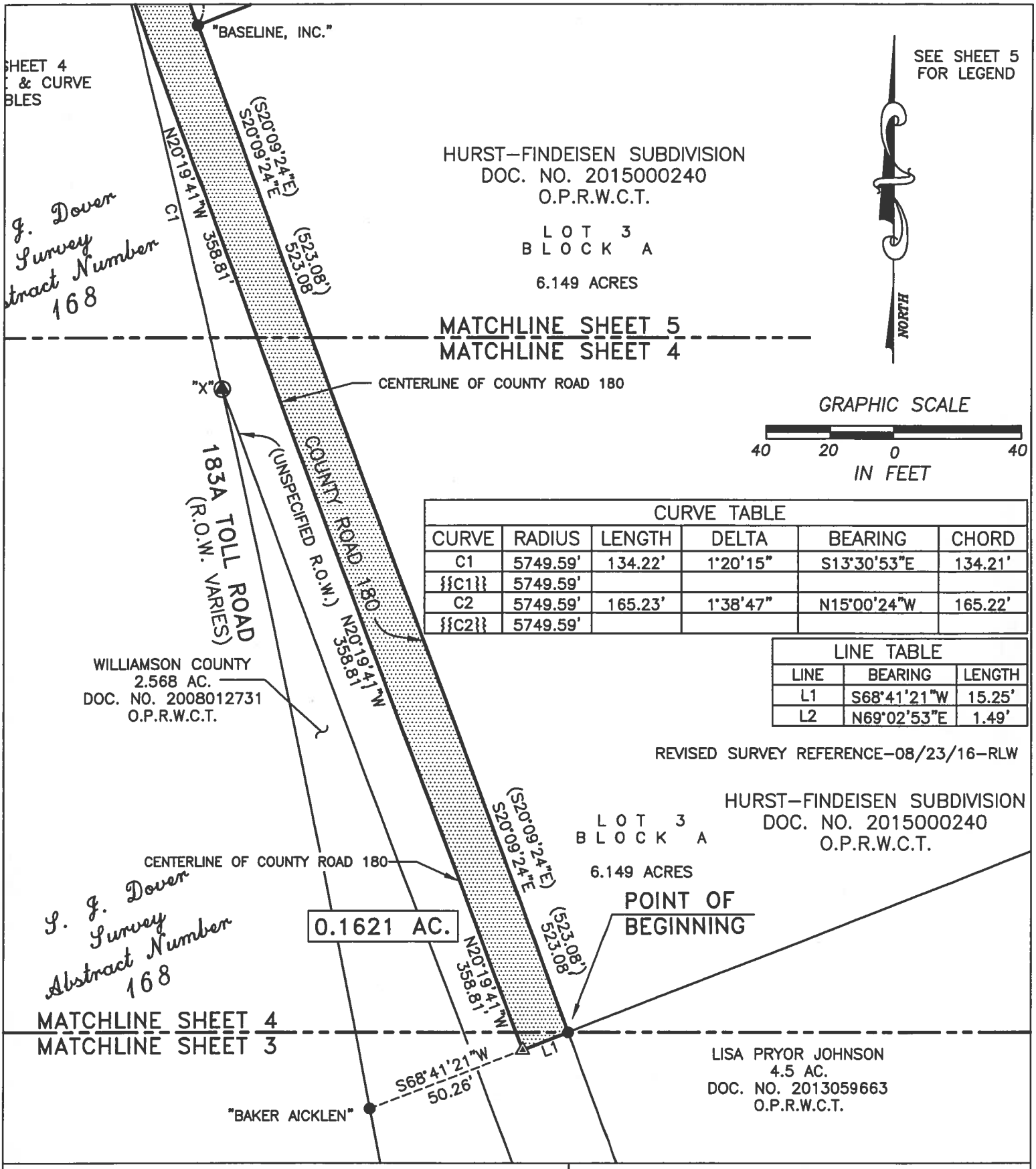

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# SKETCH TO ACCOMPANY FIELD NOTES OF 0.1621 OF ONE ACRE (7,061 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT–OF–WAY IN WILLIAMSON COUNTY, TEXAS


**BASELINE LAND SURVEYORS, INC.**
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8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754
REGISTERED FIRM #10015100
OFFICE: 512.374.9722
ron-baseline@austin.rr.com

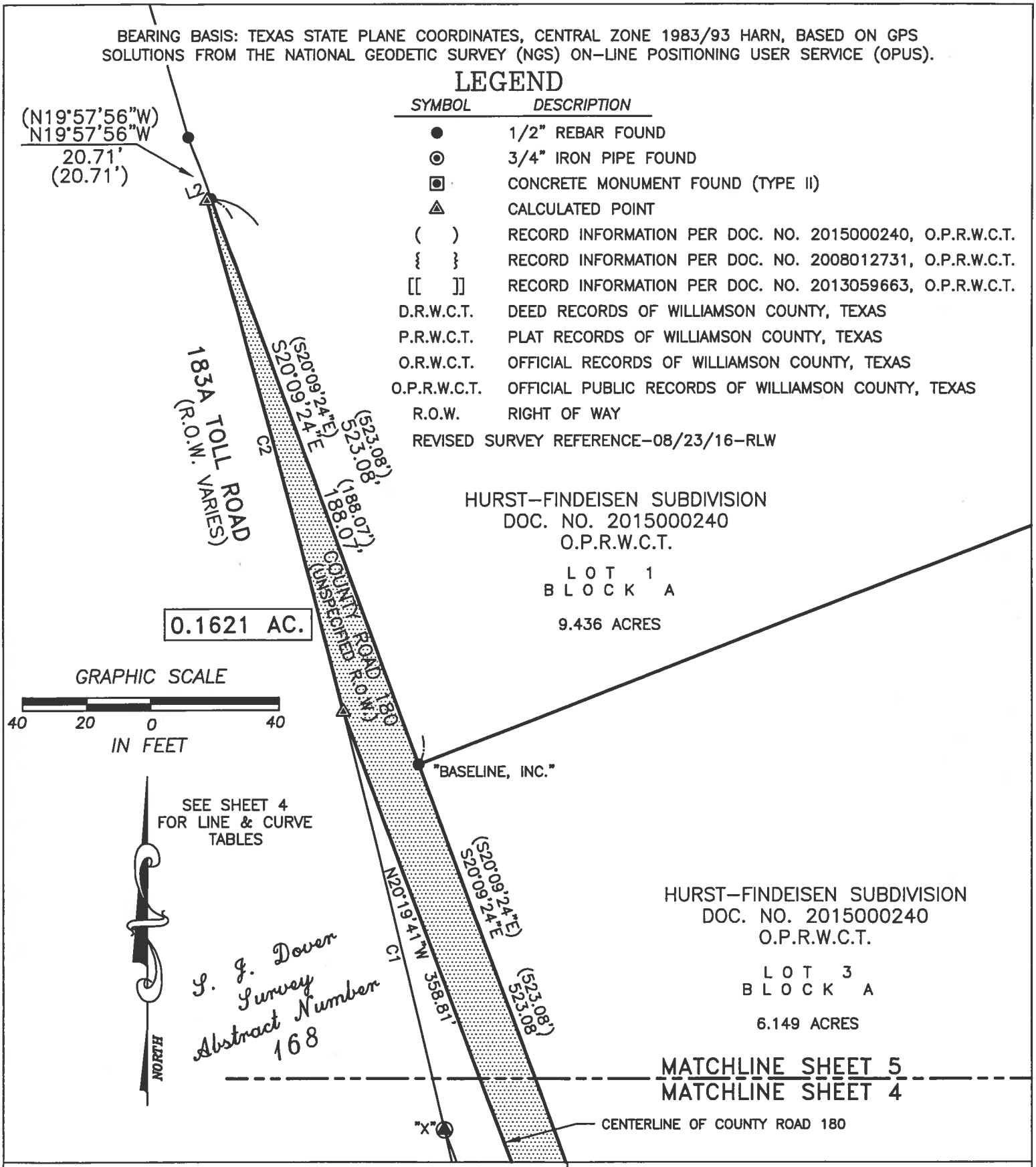

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| Job No. | Snapshot: | SHEET 3 of 5 |
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| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |




SKETCH TO ACCOMPANY FIELD NOTES OF 0.1621 OF ONE ACRE (7,061 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT–OF–WAY IN WILLIAMSON COUNTY, TEXAS


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| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |




SKETCH TO ACCOMPANY FIELD NOTES OF 0.1621 OF ONE ACRE (7,061 SQUARE FEET) OF LAND OUT OF THE S. J. DOVER SURVEY, ABSTRACT NUMBER 168 IN WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD NUMBER 180, A VARIABLE WIDTH RIGHT-OF-WAY IN WILLIAMSON COUNTY, TEXAS


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| Job No. | Snapshot: | |
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| Date: 11/19/15 | Checked By: BWB | Drawn By: RLW |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 12/13/2016

Magistrate

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on appointing Brenda Fitzgerald Rhea to the Associate Judge/Magistrate position pursuant to Texas Government Code Sec. 54A.002.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Wendy Coco | 12/08/2016 10:48 AM |
| Form Started By: Rebecca Clemons | | Started On: 12/07/2016 03:25 PM |
| Final Approval Date: 12/08/2016 | | |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 12/13/2016

THC

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on reappointing PJ Stevens, Dr. Winnann Ewing, Dr. David Ciambrone, Dan Doss, Nancy Bell, Eloise Brackenridge, Lloyd Mattingly, George Schumann, David Voelter, and Clare Easley to the Williamson County Historical Commission for a two year term from January 1, 2017 through December 31, 2018, in accordance with Texas Local Government Code Chapter 318.003.

### Background

Appointments are requested by the Texas Historical Commission to be made in December, so the individuals are ready to serve beginning January 1. Statute requires a minimum of seven County residents and the statewide average is 19.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Wendy Coco | 11/30/2016 10:42 AM |
| Form Started By: Rebecca Clemons | | Started On: 11/30/2016 10:12 AM |
| Final Approval Date: 11/30/2016 | | |

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 12/13/2016

WCEMS - LFD BLS Affiliation Agreement

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the renewal of education affiliation agreement between Williamson County EMS and Leander Fire Department.

**Background**

This is a request for the renewal of existing education affiliation agreement with Leander Fire Department. This will allow students the opportunity and means to receive supervised experience in a professional setting under direct supervision of a WCEMS qualified personnel during an EMS ride out. This agreement has been reviewed and approved by Williamson County legat.

---

**Fiscal Impact**

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

**Attachments**

Educaton Affiliation Agreement with LFD

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 12/02/2016 02:07 PM |
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Michael Knipstein | | Started On: 12/02/2016 11:33 AM |
| Final Approval Date: 12/07/2016 | | |

**BLS EDUCATION AFFILIATION AGREEMENT**
**FOR**
**EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN**

**WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES**
**AND**
**LEANDER FIRE DEPARTMENT**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Leander Fire Department (hereinafter referred to as "LEANDER FIRE").

RECITALS:

LEANDER FIRE provides courses of study in emergency medical services to students enrolled in its Emergency Medical Technician program of study.

LEANDER FIRE desires program components that will provide to the student's clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to LEANDER FIRE for its Emergency Medical Technician program of study.

COUNTY and LEANDER FIRE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF LEANDER FIRE

1. LEANDER FIRE shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. LEANDER FIRE instructors shall possess current and appropriate professional credentials or certifications and LEANDER FIRE shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by LEANDER FIRE instructors and students shall be without charge to COUNTY. LEANDER FIRE instructors and students shall not be responsible for the quality of patient or client care.

4. Neither LEANDER FIRE instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. LEANDER FIRE shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. LEANDER FIRE shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. LEANDER FIRE shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by LEANDER FIRE crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of LEANDER FIRE, its employees, agents or students under this Agreement. LEANDER FIRE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Bill Gardner
Leander Fire Chief
101 E. Sonny Drive
Leander, TX 78641

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $40.00 total per EMT student to be paid by LEANDER FIRE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. LEANDER FIRE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from LEANDER FIRE that LEANDER FIRE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement, which is hereby attached to and made a part of this Agreement, for all purposes, as Exhibit "C".

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. LEANDER FIRE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each LEANDER FIRE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from January 1, 2017 through December 31, 2018 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give LEANDER FIRE written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

Dan Gattis
County Judge

Date

**Leander Fire Department:**

11/28/16

Date

Bill Gardner
Leander Fire Chief
101 Sonny Drive
Leander, Texas 78641

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of LEANDER FIRE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 12/13/2016

Resolution Designating County's Allocation of Qualified Energy Conservation Bonds

**Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss and take action regarding the approval of a Resolution Designating the County's Allocation of $3,773,122 in Qualified Energy Conservation Bonds to the Central Texas Regional Mobility and authorize delivery of notice to the State of Texas Bond Review Board.

### Background

The Central Texas Regional Mobility Authority (“CTRMA”), in close coordination with the Capital Area Metropolitan Planning Organization (“CAMPO”) and the Capital Metropolitan Transportation Authority (“CapMetro”), is undertaking a regional effort to plan, construct, and operate Park and Ride facilities along its roadway corridors to improve mobility and reduce congestion through a transit option. CTRMA has identified Qualified Energy Conservation Bond ("QECB") authority as a potential funding mechanism for the design and construction of priority facilities. Qualified Energy Conservation Bond ("QECB") authority includes the ability to obtain a Federal subsidy to reduce the debt service cost of the bonds and enables governmental bodies to borrow money at attractive rates and is among the lowest-cost public financing tools available. In 2010, QECB authority was provided fifty nine (59) Texas counties, including Williamson County. Most counties, like Williamson, have not used the authority either because of the small size of the allocation or other reasons. The State of Texas Bond Review Board oversees the QECB allocation. CTRMA is proposing to re-allocate and “pool” the allocations of Williamson County, Travis County, City of Austin, and the generic State of Texas for the Park and Ride program. CTRMA is therefore requesting Williamson County designate its current $3.7M allocation to the CTRMA to help build Park & Ride facilities.

## Fiscal Impact

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

## Attachments

Resolution for Qualified Energy Conservation Bond Waiver

Park and Ride Overview Map

Park and Ride Estimated Costs

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Julie Kiley | | Started On: 12/08/2016 08:39 AM |
| Final Approval Date: 12/08/2016 | | |

**A RESOLUTION**

**DESIGNATING THE COUNTY'S ALLOCATION OF $3,773,122 IN QUALIFIED ENERGY CONSERVATION BONDS TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY; AND AUTHORIZING DELIVERY OF NOTICE TO THE STATE OF TEXAS BOND REVIEW BOARD**

**WHEREAS,** pursuant to the American Recovery and Reinvestment Act of 2009, the federal government authorized $3.2 billion of Qualified Energy Conservation Bonds ("QECBs") issuance capacity; and

**WHEREAS,** this capacity was allocated to states, local governments, and tribal governments based upon population; and

**WHEREAS,** the State of Texas was allocated $252,378,000, which in turn was allocated by the State to large local governments with a population of over 100,000; and

**WHEREAS,** the County has been allocated $3,773,122 in QECB Bonds by the State; and

**WHEREAS,** the County's options for use of the allocated QECB Bonds include (1) using the allocation to issue bonds, (2) designating the allocation to another issuer located within its jurisdiction, or (3) returning the allocation to the State for reallocation to another entity; and

**WHEREAS,** the County has previously determined that it will not utilize this financing mechanism; and

**WHEREAS,** the State has requested that the County submit a QECB Waiver form to either forgo its QECB allocation or to designate its allocation to another issuer within its jurisdiction to issue QECBs; and

**WHEREAS,** the County recently received a request from the Central Texas Regional Mobility Authority ("CTRMA") that the County designate its QECB allocation for use by CTRMA in funding Park & Ride commuter facilities which will in part by utilized by citizens of the County; and

**WHEREAS,** County Staff has recommended that the County accept CTRMA's request and designate its QECB allocation for use by CTRMA as described above; and

**WHEREAS,** upon consideration of and deliberations on the County Staff recommendation in this matter, the Commissioner's Court has determined that the County Staff recommendation should be accepted: **NOW THEREFORE:**

**BE IT RESOLVED BY THE COUNTY COMMISSIONER'S COURT OF WILLIAMSON COUNTY:**

**SECTION 1.** The County hereby designates its allocation of $3,773,122 in Qualified Energy Conservation Bonds to the Central Texas Regional Mobility Authority to use in funding Park & Ride commuter facilities which will in part by utilized by citizens of the County.

**SECTION 2.** The County Auditor and his designee are each hereby authorized to execute and deliver notice of the County's designation as described above to the State of Texas Bond Review Board. The form of such notice shall be substantially as set forth in **Exhibit 1,** with such revisions as are approved in advance by the County Judge.

**SECTION 3.** This Ordinance is effective immediately.

**Exhibit 1**
**QECB Waiver**

IRS Notice 2009-29 specified that large local governments with a population of over 100,000 shall receive a portion of the QECB authority allocated to each state (See below for specific amounts). Entities that receive an allocation have the option of using the allocation to issue bonds, designating the allocation to another issuer located within its jurisdiction or returning the allocation to the state for reallocation.

Entities that have received an allocation should return this letter along with a signature of an appropriate official indicating its intention either to utilize or waive the allocation. Entities that elect to utilize the allocation should notify the state after issuance using the Notice of Issuance form on the Bond Review Board's website (http://www.brb.state.tx.us/arra/ARRABonds.aspx).

City or County:_____

□ YES
The City or County above intends to issue QECBs, issue QECBs through a conduit issuer, or designate another issuer within its jurisdiction to issue QECBs.

□ NO
The City or County above does not intend to issue QECBs and hereby releases its allocation to the state for reallocation.

If waiving the allocation, please attach a copy of the Resolution of the City or County's governing body releasing the allocation to the state for reallocation.

Signature _____ Title _____ Date _____

For more information regarding reallocation procedures or details on qualifying projects please visit the Bond Review Board website at http://www.brb.state.tx.us/arra/ARRABonds.aspx.

**QECB Allocation Amounts**
**Counties**

| County Name | Total QECB Amount to County | 70%* | 30%* |
|---|---|---|---|
| Harris | $16,892,571 | $11,824,800 | $5,067,771 |
| Dallas | $5,223,960 | $3,656,772 | $1,567,188 |
| Tarrant | $6,588,669 | $4,612,068 | $1,976,601 |
| Hidalgo | $6,120,482 | $4,284,337 | $1,836,144 |
| Fort Bend | $4,971,999 | $3,480,399 | $1,491,600 |
| Denton | $4,203,627 | $2,942,539 | $1,261,088 |
| Montgomery | $4,346,871 | $3,042,810 | $1,304,061 |
| Williamson | $3,773,122 | $2,641,185 | $1,131,937 |
| Collin | $3,261,781 | $2,283,247 | $978,534 |
| Brazoria | $3,102,310 | $2,171,617 | $930,693 |
| Galveston | $2,996,367 | $2,097,457 | $898,910 |
| Bexar | $2,764,348 | $1,935,044 | $829,304 |
| Travis | $2,568,900 | $1,798,230 | $770,670 |
| Cameron | $2,245,026 | $1,571,518 | $673,508 |
| Smith | $2,095,283 | $1,466,698 | $628,585 |
| Brazos | $1,808,773 | $1,266,141 | $542,632 |
| Bell | $1,750,081 | $1,225,056 | $525,024 |
| Johnson | $1,580,988 | $1,106,692 | $474,296 |
| Ellis | $1,503,857 | $1,052,700 | $451,157 |
| Hays | $1,499,083 | $1,049,358 | $449,725 |
| Jefferson | $1,405,588 | $983,911 | $421,676 |
| Ector | $1,369,779 | $958,845 | $410,934 |
| El Paso | $1,302,523 | $911,766 | $390,757 |
| Grayson | $1,249,705 | $874,794 | $374,912 |
| Gregg | $1,237,067 | $865,947 | $371,120 |
| Guadalupe | $1,189,361 | $832,553 | $356,808 |
| Parker | $1,147,742 | $803,419 | $344,323 |
| Tom Green | $1,128,647 | $790,053 | $338,594 |
| McLennan | $1,117,586 | $782,310 | $335,276 |
| Comal | $1,108,769 | $776,138 | $332,631 |
| **Total County** | **$91,554,862** | **$64,088,403** | **$27,466,459** |

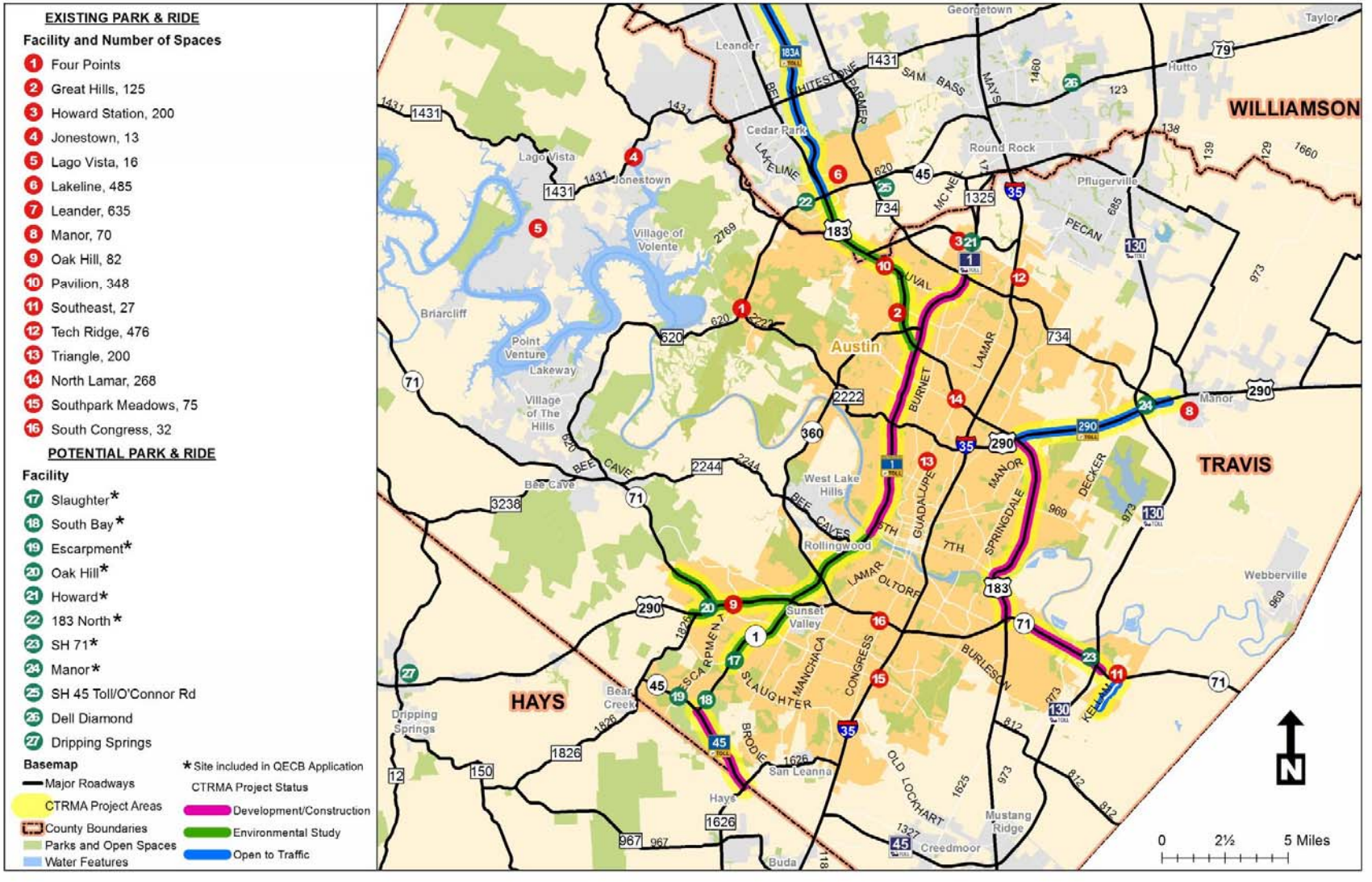
*Assumes the maximum of 30% is used for privately-owned projects.

**QECB Allocation Amounts**
**Cities**

| City Name | Total QECB Amount to City | 70%* | 30%* |
|---|---|---|---|
| Houston | $23,373,147 | $16,361,203 | $7,011,944 |
| San Antonio | $14,067,032 | $9,846,922 | $4,220,110 |
| Dallas | $13,130,436 | $9,191,305 | $3,939,131 |
| Austin | $7,865,291 | $5,505,704 | $2,359,587 |
| Fort Worth | $7,216,908 | $5,051,836 | $2,165,073 |
| El Paso | $6,424,054 | $4,496,838 | $1,927,216 |
| Arlington | $3,927,364 | $2,749,155 | $1,178,209 |
| Corpus Christi | $3,022,035 | $2,115,424 | $906,610 |
| Plano | $2,760,474 | $1,932,332 | $828,142 |
| Garland | $2,315,870 | $1,621,109 | $694,761 |
| Laredo | $2,302,258 | $1,611,581 | $690,677 |
| Lubbock | $2,300,353 | $1,610,247 | $690,106 |
| Irving | $2,111,721 | $1,478,205 | $633,516 |
| Amarillo | $1,969,895 | $1,378,927 | $590,969 |
| Brownsville | $1,829,117 | $1,280,382 | $548,735 |
| Grand Prairie | $1,676,865 | $1,173,806 | $503,060 |
| Pasadena | $1,550,864 | $1,085,605 | $465,259 |
| Mesquite | $1,394,421 | $976,094 | $418,326 |
| McAllen | $1,346,863 | $942,804 | $404,059 |
| Carrollton | $1,310,388 | $917,272 | $393,116 |
| Waco | $1,293,696 | $905,587 | $388,109 |
| Abilene | $1,230,155 | $861,109 | $369,047 |
| McKinney | $1,223,815 | $856,670 | $367,144 |
| Denton | $1,222,608 | $855,826 | $366,782 |
| Killeen | $1,190,092 | $833,064 | $357,027 |
| Beaumont | $1,159,872 | $811,910 | $347,962 |
| Midland | $1,099,549 | $769,684 | $329,865 |
| Wichita Falls | $1,075,310 | $752,717 | $322,593 |
| Tribal | $2,935,885 | $2,055,120 | $880,766 |
| **Total Cities** | **$114,326,337** | **$80,028,437** | **$34,297,902** |
| Balance of State | $46,496,801 | $32,547,760 | $13,949,040 |
| **Total Allocation** | **$252,378,000** | **$176,664,600** | **$75,713,400** |

*Assumes the maximum of 30% is used for privately-owned projects.

# Park and Ride Study Locations



## Preliminary Park and Ride Program Cost Estimates

| Map ID | Site Location | Total Estimated Project Costs[1] |
|---|---|---|
| 17 | South MoPac/Slaughter | $ 8,008,200.00 |
| 18 | South MoPac/South Bay | $ 2,259,200.00 |
| 19 | South MoPac/Escarpment | $ 2,054,600.00 |
| 20 | Oak Hill | $ 16,969,500.00 |
| 21 | Howard | $ 12,258,750.00 |
| 22 | US 183 North/SH 620 | $ 8,359,125.00 |
| 23 | SH 71 | $ 12,556,125.00 |
| 24 | US 290/Manor | $ 9,689,400.00 |
| **Total Estimated Program Cost** | | **$ 72,154,900.00** |

1 Estimated costs include property acquisition, planning, environmental, design, and construction based on 8/12/2016 Program Estimate.

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 12/13/2016

Adjusted Service Date

**Submitted By:** Tara Raymore, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving an addition to language in the Employee Policy Manual, clarifying the maximum break in service to qualify for an adjusted service date, if an exception is approved by Human Resources.

**Background**

An employee that leaves employment with Williamson County and subsequently returns to County employment within 90 days is eligible for an adjusted service date for the purposes of years of service, longevity and leave accruals. There is an exception that can be granted one time and the intent of the policy was that the exception could not extend beyond a one year break in service. This agenda item will clarify the intent with the language added regarding the maximum one year break in service.

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**Fiscal Impact**

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

**Attachments**

Adjusted Service

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Tara Raymore | | Started On: 12/08/2016 09:35 AM |
| Final Approval Date: 12/08/2016 | | |

# Employment

## Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



## Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Any accrued vacation time, comp time or unused holiday time banked prior to October 1, 2014, will be paid in a lump sum on the final paycheck. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck from certain eligible employees. Qualifying leave balances will be paid when an employee terminates or in the pay period in which all County assets have been disabled/returned to the County.




## Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 12/13/2016

Heath Eng

**Submitted For:** Dan Gattis **Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to review county policies and procedures as directed by the Commissioners Court; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

**Background**

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**Fiscal Impact**

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

**Attachments**

Eng Agreement Heath

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 11:43 AM |
| Form Started By: Hal Hawes | | Started On: 12/08/2016 11:39 AM |
| Final Approval Date: 12/08/2016 | | |

Bickerstaff
Heath Delgado Acosta LLP

December 8, 2016

Judge Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Legal Services

Dear Judge Gattis:

Thank you for selecting our law firm to represent Williamson County. We appreciate your confidence in us and will do our best to continue to merit it.

I have enclosed for your review a proposed Engagement Agreement. If this agreement is acceptable to you, please sign and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,



C. Robert Heath

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Bob Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. I anticipate that Denise Cheney will perform the majority of the work on this matter. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Attachment C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements on or about the first of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. We will include all information reasonably requested by you on all statements and will reference any purchase order number provided by you. If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you ask us to retrieve materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file and identifying, reproducing, and delivering the requested materials. It is our Firm's policy to destroy all copies of materials in connection with the representation six (6) years after the completion of the engagement. Before destroying the materials, we will attempt to contact the client identified in this agreement; however, this document serves as notice to you that if we are unable to contact our client at the most recent address contained in our file, we will destroy the materials without further notice. It is your responsibility to notify us of any change in address or other contact information.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**
Williamson County, Texas

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____

# Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Review county policies and procedures as directed by the Commissioners Court
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

# Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

| TIMEKEEPER | 2016 BILLING RATE |
|---|---|
| Acosta, Alex | $ 405 |
| Caputo, Cobby | $ 405 |
| Caroom, Doug | $ 405 |
| Cheney, Denise | $ 380 |
| Dugat, Bill | $ 380 |
| Falk, Syd | $ 420 |
| Fryer, Cathy | $ 380 |
| Gangstad, John | $ 380 |
| Heath, Bob | $ 460 |
| Katz, Joshua | $ 335 |
| Kimbrough, Chuck | $ 315 |
| Maxwell, Susan | $ 350 |
| Mendez, David | $ 405 |
| Mendez, Manuel | $ 405 |
| Pollan, Tom | $ 380 |
| Rogers, Emily | $ 350 |
| Russell, Claudia | $ 350 |
| Than, Catherine | $ 350 |
| Weller, Steven | $ 350 |
| Young, Brad | $ 350 |
| | |
| Gonzalez, Vanessa | $ 315 |
| Lumpkin, Katy | $ 315 |
| | |
| Grinnan, Kimberly | $ 175 |
| Miller, Gregory | $ 285 |
| Seaquist, Gunnar | $ 285 |
| | |
| Anderson, Mike | $ 380 |
| Delgado, Hector | $ 405 |
| Pratt, Joe | $ 380 |
| | |
| Legal Assistants/Specialists | $ 175 |
| McCall, Sherry | $ 225 |

# Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 12/13/2016

Conflict of Interest Form

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on proposed revisions to the Williamson County Evaluation Committee Policy per Local Government Code §262.011(o), as originally adopted May 17, 2016.

**Background**

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**Fiscal Impact**

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

**Attachments**

Evaluation Committee Policy

Non Conflict of Interest and Confidentiality Form

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 11:53 AM |
| Form Started By: Kathy Pierce | | Started On: 12/08/2016 11:42 AM |
| Final Approval Date: 12/08/2016 | | |

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# EVALUATION COMMITTEE POLICY & CONFLICT OF INTEREST / CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSALS (RFP) AND REQUEST FOR QUALIFICATIONS (RFQ)

**Commissioners Court Approval: ~~5/17/16~~**

The Williamson County Purchasing Department has established the following Evaluation Committee Policy in order to provide a selection process that is fair and equitable for all responders to Williamson County's RFP/RFQs.

**If situations arise that deviate from these procedures, the Purchasing Agent must be contacted for resolution and a ruling on how to proceed.**

## Intent:

This policy provides a summary of the expectations, rules, processes and procedures applicable to the evaluation of county issued RFP/RFQs.

## Committee Task:

To evaluate written responses to a duly advertised and solicited RFP/RFQ; rank the respondents; determine whether or not presentations/interviews should be held with short listed firm(s) or individuals; provide the recommendation of a selected firm to the Commissioners Court for final approval; abide by all county policies and applicable laws.

## Conflict of Interest:

Evaluation Committee members must have no personal interest in any supplier submitting proposals/responses. Each evaluator will be provided with a list of the Offerors to the solicitation.

**Prior to beginning his or her evaluation of any proposal responses:**

1. A new Statement of Independence, Non-Conflict of Interest, and Confidentiality Form **must be signed by each member of the committee, specific to each Evaluation Committee served.** A conflict of interest is defined as a situation in which an Evaluation Committee member has, or appears to have, a financial or familial relationship with an Offeror.
2. The signed and completed form must be returned to the Purchasing Department and will become a permanent record of documentation for the RFP/RFQ.

Any person serving or proposed as an Evaluation Committee member with a stated or determined conflict of interest:

1. Must be immediately removed from serving on the evaluation committee of concern.
2. Must be immediately reported to the Purchasing Agent.

**Failure to keep the process free of all conflicts of interests may result in rescindment of all contracts resulting from the RFP/RFQ evaluation process.**

## Committee Members Responsibilities:

Each member of an Evaluation Committee must:

1. Read, understand, and comply with the provisions of this document.
2. Return a signed Statement of Independence, Non-Conflict of Interest, and Confidentiality Form to the Purchasing Department before service as a committee member begins.
3. Make efforts to attend each scheduled meeting, including oral presentations, and adhere to all set timelines.

4. Review each of the written proposals and be prepared to discuss each proposal when the Evaluation Committee convenes.
~~5. Ensure absolute confidentiality throughout the entire process, until awarded in Commissioners Court.~~
5. Ensure all respondents receive fair and equal treatment under County Purchasing Act and Williamson County Purchasing Policies. Evaluation Committee members will not have written or verbal communication with respondents to an RFP/RFQ, unless:
    a. Exceptions for Evaluation Committee Members could include:
        i. Site visits to a facility
        ii. Reference checks
        iii. Other specific needs as requested by the Evaluation Committee Chairperson.

~~**The County Purchasing Act and Williamson County Purchasing Policies prohibit all communications outside of the scheduled Evaluation Committee meetings regarding the RFP/RFQ (bids, process, evaluation, issues, etc.). This includes both written and verbal communications with other Evaluation Committee members OR any other person(s), unless:**~~
~~**1. Facilitated through or attended by, a Purchasing Representative, OR**~~
~~**2. Preapproved and documented by the Purchasing Agent.**~~
~~a. Exceptions for Evaluation Committee Members could include:~~
~~i. Site visits to a facility~~
~~ii. Reference checks~~
~~iii. Other specific needs, as requested by the Evaluation Committee Chairperson.~~

If an Evaluation Committee member is contacted by anyone (employee, vendor, public, etc.) regarding the status of the RFP/RFQ being evaluated, at any time during the process, the Evaluation Committee member must notify the Purchasing Department representative immediately.

## Purchasing Department / Representative Responsibilities:

The Purchasing Department / Purchasing Representative's duties include the following:

1. Responsibility for maintaining the integrity of the overall evaluation process.
2. Prepare and release the RFP/RFQ for public posting in BidSync, with input from the Committee Chairperson.
3. Receiving, opening (unsealing) and acknowledging all proposals/responses in a scheduled public meeting.
    a. **Only a Purchasing Department representative may open any and all proposals/responses.**
4. **ALL** communications with Proposers /Vendors (questions, interviews, status, etc.) until after the RFP/RFQ is formally awarded or withdrawn in Commissioners Court.
    a. **The Purchasing Representative is the only person authorized by the county to provide communications regarding the evaluation status of any proposals, unless the need for communication has been preapproved and documented by the Purchasing Agent. Communication from any other source (employees, Committee Members, Elected Officials, Department Heads, etc.) are highly discouraged in order to prevent any perception of impropriety.**
5. Documenting the committee's attendance, scoring and ranking information of the evaluation, preparation / retention of all required forms, and storage of all records in accordance with the county records retention policy.
    a. All evaluation forms must include printed names and signature of all Evaluation Committee members. Any committee member who is not a Williamson County employee must be identified on evaluation forms as "Volunteer" or "Paid Consultant"—as applicable.
    b. Evaluation forms used for each part of the process (Evaluation and Interviews) must include a short summary statement of recommendation from the committee including: 1) the vendor(s) selected; and 2) any clarifying information relevant to the committee's recommendation.
6. Scheduling any presentations or interviews for short listed suppliers, on behalf of the Committee.
7. Communicating the Committee's recommendation(s) to Purchasing management.
8. Entering of any Commissioners Court agenda items into AgendaQuick, and attaching all required documentation.

## Committee Chairperson Responsibilities:

The Evaluation Committee Chairperson will be selected by the either the Department Head or Elected Official requesting the RFP/RFQ, and may be an Elected Official, Department Head or any person deemed qualified by either.

Responsibilities of the Committee Chairperson include:

1. Leading the Evaluation Committee in producing specifications and evaluation criteria that will be included in the RFP/RFQ.
    a. **It is highly recommended that the Evaluation Committee meet as a group (including Purchasing) in order to discuss and prepare specifications and evaluation criteria needed to meet the need of the RFP/RFQ requestor.**
2. Compiling a list of proposed committee members and providing to the Purchasing Agent for review and agreement, **before final selection is completed**.
    a. Consideration /selection of committee members should include:
        - Technical skills required to properly evaluate the proposals
        - "Stakeholders" that will be users of the item or service being procured
        - Representation from departments other than Committee Chairperson's department
    b. Evaluation Committees must include at least 3 voting members, plus at least one member of the Purchasing Department, as assigned by the Purchasing Agent. The Purchasing Department representative will facilitate the evaluation process and is a non-voting member of the Evaluation Committee.
    c. Voting members should include at least one member who is from a different department or an outside entity. **This requirement may be waived by the Purchasing Agent, if not practical or possible for the proposal being evaluated.**
3. Contacting each proposed committee member to determine if they are willing to serve on the committee.
4. Working with the Purchasing Department representative to ensure that all members of the committee are provided the following items:
    a. A copy of the Evaluation Committee Policy / Conflict of Interest and Confidentiality Agreement (this policy)
    b. The RFP/RFQ and all addendums (viewable in BidSync).
    c. All evaluation criteria.
    d. One copy of each proposer's submittal
5. Scheduling all committee meeting dates and locations; invitations to all committee members, including Purchasing.
6. Ensuring that a majority quorum of Committee Members is in attendance for all meetings, including any interviews.
7. Preparing and providing a recommendation letter for the selected supplier to the Purchasing Representative, if requested or needed for clarification purposes.
8. Attending Commissions Court on the day that the recommendation is scheduled to be awarded, in order to answer any questions or concerns.
9. Joint debriefing of suppliers (Chairperson & Purchasing Agent), if requested by a vendor.

## Substitutions:

**Evaluation Committee Chairperson**

1. If the Evaluation Committee Chairperson is unable to attend any scheduled meeting of the Evaluation Committee then it is highly recommended that the meeting be postponed until another time.
2. If rescheduling the meeting is not possible or practical--in the absence of an Evaluation Committee Chairperson, the Purchasing Representative will facilitate the meeting in order to accomplish the task at hand, and will remain and function as a non-voting member of the committee.
    a. The Purchasing Representative will be allowed to communicate, both verbally or written form, in order to advise the Evaluation Committee Chairperson of what transpired in the missed meeting.

**Evaluation Committee Member**

1. If an Evaluation Committee Member is unable to attend any scheduled meeting of the Evaluation Committee, the Committee Member may select a qualified delegate to temporarily substitute on their behalf:
    a. The following requirements must be met **BEFORE the delegate attends any Evaluation Committee meetings:**
        i. Both the Evaluation Committee Chairperson and the Purchasing Representative must be advised of the substitution.
        ii. The substitute delegate:
            1. Reads the Evaluation Committee Policy.
            2. Signs the Conflict of Interest / Confidentiality agreement form and submits to either the Committee Chairperson, Purchasing Representative, or their Department Head / Elected Official.
2. The substitute delegate will be allowed to communicate, both verbally or written form, in order to advise the original Committee Member of what transpired in the missed meeting.

## Evaluation by the Committee:

1. Evaluations must be based on predetermined criteria set forth in the RFQ/ RFP. Scoring may also be based on total information gathered by Williamson County, at its discretion.
2. **All criteria listed in the RFP/RFQ must each be scored (unless a majority of the committee deems it unresponsive or otherwise disqualified)**. Any incomplete scoring by an individual committee member must be addressed for the evaluation will not be considered. This may result in the evaluation completed by this committee member being thrown out, in order to eliminate any skewing of the final scores.
3. Committee members must always have a reasonable, rational and consistent basis for their scores, and be prepared to explain them to the supplier and commissioners court in the event of a protest. Major decisions of Evaluation Committees and committee members must be substantiated and recorded in the proposal file.
    a. **Please note: all scores and comments of the committee,** become a part of the solicitation file and are considered **public information**.
4. After Evaluation Committee members have individually completed the initial review of all proposals, the Committee will meet as a group in order to discuss and score all evaluation criteria.
5. If presentations or interviews are determined to be necessary, the Evaluation Committee will identify which proposers will be requested to give an oral presentation.
    a. Fair and consistency among all respondents is paramount and must always be maintained. All selected respondents must all be provided the same opportunities. (Example: If additional information is requested from one of the top (3 to 5) selected respondents—then it should be requested from each respondent.)
    b. The Evaluation Committee may request presentations from as many proposers as necessary; however, it is recommended that the group come to a consensus and **request presentations from only those proposers who have provided submittals deemed to be in the best interest of the County** (normally 3 to 5).
    c. All proposers to be scheduled for an oral presentation will be notified in writing by the Purchasing Representative with regard to the date, time, location, scoring criteria, presentation structure and any limitations such as size and number of exhibits or the number of presenters permitted to attend.
        i. In order to allow sufficient preparation by the vendor, a minimum of 48 hours' notice is required.
6. The Evaluation Committee will determine the final ranking of proposers considered to be most capable of performing the required project / Best Value for the interest of the County after all proposals have been reviewed, evaluated, ranked, oral presentations (if necessary) and re-ranked. Each Evaluation Score Sheet must include a short summary of the Committee's decision and recommendation.
7. If required, all contract negotiations necessary will take place before any recommendation to the Commissioners Court is made.
8. The Evaluation Committee Chairperson will work with the Purchasing Representative to ensure that all recommendations to the Commissioners Court include:
    a. Signed copies of all Evaluation Score Sheets which include a short summary of all recommendations.
    b. If necessary or requested, a letter from the Chairperson with any clarifying details needed of the process.
    c. A copy of the proposed contract, signed by the vendor (usually provided to Purchasing by the Chairperson)
    d. A signed and notarized Form 1295 (Certificate of Interested Parties), as required per section 2252.908 of the Government Code (obtained by the Purchasing Representative).

**The Commissioners Court shall make the final determination regarding all matters related to the award and contracting of the RFP/RFQ.**

**Questions concerning any of this policy should be directed to the Purchasing Agent.**

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

(A fillable copy of this document is available on the Purchasing Portal site)

# Statement of Independence, Non-Conflict of Interest, and Confidentiality

Name of proposal to be evaluated: _____

I _____, an Evaluation Committee member for Williamson County, Texas, do hereby certify that, to the best of my knowledge, that:

1. I do not have a conflict of interest[1], as a result of any financial or other interest on my part or that of any member of my immediate family, or of my partner(s).
2. I am not employed by nor do I have any arrangement for future employment with any organization under consideration
3. ~~I have not in the past nor will in the future, solicit or accept gratuities, favors, or anything of over $50 in monetary value from any company or organization associated with this solicitation, in accordance with Texas Penal Code sections 36.08 and 36.10.~~
3. I am not unfairly prejudiced in regard to any of the proposals.

Further, I certify that:

1. I will have no unauthorized conversation or contact with any proposers regarding their proposals.
2. I understand that proposal documents may not be reproduced for any use outside of official Evaluation Committee business. Certain information about the proposal, such as supplier name, is public information ***but may only be released by the Purchasing Office or an authorized agent*.**
3. I understand that in accordance with the County Purchasing Act, this project/service was issued as a competitive RFP/RFQ, and therefore **all information contained in the responses is to be kept CONFIDENTIAL until an award is approved by Commissioners' Court.** ~~Until that time and due to the confidential nature of these proposals, **no discussion of these proposals shall occur with anyone outside the proposal Evaluation Committee meetings unless facilitated through or attended by, a Purchasing Representative or Preapproved and documented by the Purchasing Agent.**~~

**Please note that if any information about this proposal is compromised, it may be cause for rejection of the entire proposal. Please refer ALL questions or requests for information to a Purchasing Representative.**

~~I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document.~~ I, by the act of signing or typing my name below, hereby certify ~~under penalty of perjury,~~ under the laws of the State of Texas, the foregoing is true and correct.

_____ _____

Signature* Date

(* By typing your name, this is equivalent to a legal signature)

[1]A conflict of interest is defined as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A financial relationship includes involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation~~, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.~~

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## Statement of Independence, Non-Conflict of Interest, and Confidentiality

Name of proposal to be evaluated: _____

I _____, an Evaluation Committee member for Williamson County, Texas, do hereby certify that, to the best of my knowledge, that:

1. I do not have a conflict of interest[1], as a result of any financial or other interest on my part or that of any member of my immediate family, or of my partner(s).
2. I am not employed by nor do I have any arrangement for future employment with any organization under consideration.
3. I have not in the past nor will in the future, solicit or accept gratuities, favors, or anything of over $50 in monetary value from any company or organization associated with this solicitation, in accordance with Texas Penal Code sections 36.08 and 36.10.
4. I am not unfairly prejudiced in regard to any of the proposals.

Further, I certify that:

1. I will have no unauthorized conversation or contact with any proposers regarding their proposals.
2. I understand that proposal documents may not be reproduced for any use outside of official Evaluation Committee business. Certain information about the proposal, such as supplier name, is public information ***but may only be released by the Purchasing Office or an authorized agent.***
3. I understand that in accordance with the County Purchasing Act, this project/service was issued as a competitive RFP/RFQ, and therefore **all information contained in the responses is to be kept CONFIDENTIAL until an award is approved by Commissioners' Court.** Until that time and due to the confidential nature of these proposals, **no discussion of these proposals shall occur with anyone outside the proposal Evaluation Committee meetings unless facilitated through or attended by, a Purchasing Representative or Preapproved and documented by the Purchasing Agent.**

**Please note that if any information about this proposal is compromised, it may be cause for rejection of the entire proposal. Please refer ALL questions or requests for information to a Purchasing Representative.**

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

_____ _____

Signature* Date

(* By typing your name, this is equivalent to a legal signature)

[1] A conflict of interest is defined as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A financial relationship includes involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 12/13/2016

Approving Amendment for Odyssey Software

**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 approving the Amendment for the Odyssey Software Agreement with Tyler Technologies to add Inmate Fingerprint Biometrics.

### Background

Requested by Otis Coufal, Administrative Services Director for IT Department; this will add Inmate Fingerprint Biometrics to our Software Agreement for $12,235.00, which includes the addition of professional services that come with adding that addition (such as project management, deployment, set up and configuration, as well as training, go live assistance and travel) for a price of $7,715.00, plus a fee of $2,569.00 added to the annual Agreement, for a total expense of $19,950.00 added to the Odyssey Software Agreement. To see a clear breakdown of the costs, please review Schedule I in the Amendment. This add on is not available on a COOP.

## Fiscal Impact

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

## Attachments

1 - Original Contract

2 - Amendment

3 - Form 1295

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Sydney Richardson | | Started On: 12/05/2016 03:28 PM |
| Final Approval Date: 12/07/2016 | | |

tyler technologies

# End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, Texas (the "End User").

## Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. Section 2.2 of Exhibit A shall not apply to this Agreement. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

**TYLER TECHNOLOGIES, INC.**

Signature: _____

Date: 9/1/2011

Name: Jeff Puckett

Title: Vice President

Address: 6500 International Parkway, Suite 2000

Plano, Texas 75093

**END USER**

Signature: _____

Date: 09-14-2011

Name: Dan A. Gattis

Title: County Judge

Address: 710 Main St.

Georgetown TX 78626

**(Schedule 1)**
**Investment Summary**

## Software & Services

### Software Licenses — License Fees

**Licensed Software**

| | | |
|---|---|---|
| Odyssey Justice Suite | | |
| e-Signature (JP Enterprise license) | | $16,000 |
| | Discount | $ (12,000) |
| | | $ 4,000 |

### Professional Services

| T&M Services | Rate | Hours | Cost |
|---|---|---|---|
| Project Management | 160.00 | 4 | $640 |
| Setup, Configuration, & Consulting | 149.00 | 36 | $5,364 |
| Training and Go-Live Assistance | 138.00 | 8 | $1,104 |

### Embedded Third Party Software

None

## Maintenance & Support

| Support Type | Annual M&S Fees |
|---|---|
| Standard | $840 |

| | | |
|---|---|---|
| **Total License Fees** | $ | 4,000 |
| T&M Services | $ | 7,108 |
| Subtotal | $ | 11,108 |
| Estimated Travel Expenses | $ | - |
| **Total Contract Price** | $ | 11,108 |

Maintenance & Support Fees: $840

Maintenance Effective Date: 10/1/2011

(Exhibit A)

# Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

## 1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B – Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than teh Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

## 2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

(a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed

Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.

(b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.

(c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.

(d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.

(e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice; (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice; and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

## 3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**.

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

## 4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

| Payment Event | % of License Fee Payable |
|---|---|
| Contract Execution | 100% |

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees

from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

**5. PROJECT IMPLEMENTATION**

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2. Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

**6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE**

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation; Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

**7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE**

7.1. Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

**8. TRAINING**

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

**9. MAINTENANCE SERVICES**

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

**10. CONFIDENTIAL AND PROPRIETARY INFORMATION**

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that teh other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek

protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

**11. ESCROW**

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

**12. REPRESENTATIONS AND WARRANTIES**

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

**EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**13. LIMITATION OF LIABILITY**

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

**14. INDEMNIFICATION**

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of End User to use the Licensed Property as intended.

**15. TAXES**

15.1. Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

**16. INSURANCE**

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

**17. TERM, SUSPENSION, AND TERMINATION**

17.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3. Survival. The following provisions shall survive after the Term of this Agreement: 1;3; **Error! Reference source not found.**; 11; 13; 14; 15; 17; 18; and 19.

**18. DISPUTE RESOLUTION**

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**.

**19. MISCELLANEOUS**

19.1. Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2. Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7. Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8. Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19.9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19.13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19.14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15. Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19.16. Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3.2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19.17. Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

**[Remainder of this page intentionally left blank]**

(Exhibit B)

# Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

## 1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

## 2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

## 3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to End User regarding resolution of said non-defect failure(s); and

(c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

## 4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

## 5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

## 6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

## 7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as 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. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

## 8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

## 9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

## 11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

**[Remainder of this page intentionally left blank]**

# AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2016 by and between Tyler Technologies, Inc. ("Tyler") and Williamson County, Texas ("End User").

WHEREAS, Tyler and End User are parties to a certain End User License Agreement and Professional Services Agreement dated September 14, 2011 ("Agreement"); and

WHEREAS, Tyler and End User desire to amend the Agreement to add the Licensed Software and related Professional Services and Maintenance and Support Services detailed in the attached Schedule 1.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and End User agree as follows:

1. The Licensed Software detailed in the attached Schedule 1 is hereby added to the Agreement. Upon the Effective Date of this Amendment, End User shall pay Tyler the License Fees for the Licensed Software added hereby.

2. Upon the Effective Date of this Amendment, the Licensed Software added hereby shall become subject to the current Maintenance and Support Services Agreement and End User shall pay the Maintenance and Support Fees detailed on the attached Schedule 1 on a prorated basis through the end of End User's current term, and thereafter, annually in advance in accordance with the current Maintenance and Support Services Agreement.

3. The Professional Services detailed on the attached Schedule 1 are hereby added to the Agreement. Professional Services fees, plus allowable expenses, shall be invoiced to End User as delivered, on a time and materials basis.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

| Tyler Technologies, Inc. | Williamson County, Texas |
|---|---|
| By: _____ | By: _____ |
| Name: JEFF PUCKETT | Name: _____ |
| Title: PRESIDENT, CEO | Title: _____ |
| Date: 11-1-16 | Date: _____ |

**Schedule 1**

| SOFTWARE PRODUCTS | LICENSE FEE |
|---|---|
| Inmate Fingerprint Biometrics | $12,235 |
| LICENSE FEE PAYMENT TERMS<br>100% upon Amendment Execution | TOTAL LICENSE FEE<br>$12,235 |

| ANNUAL M&S INCREASE |
|---|
| $2,569 |
| ANNUAL M&S INCREASE<br>$2,569 |
| MAINT. EFFECTIVE DATE<br>Upon Amendment Execution |

| PROFESSIONAL SERVICES | HOURS | RATE/HR. | T&M AMOUNT |
|---|---|---|---|
| Project Management | 4 | 170.00 | $680 |
| Deployment | 4 | 155.00 | $620 |
| Business Process Review | 4 | 155.00 | $620 |
| Setup, Configuration & Consulting | 16 | 145.00 | $2,480 |
| Initial Training | 8 | 145.00 | $1,160 |
| Go-Live Assistance | 8 | 145.00 | $1,160 |
| | | EST. TRAVEL EXPENSE | $995 |
| | | TOTAL T&M SERVICES | $7,715 |

| TOTAL LIC & SERVICES |
|---|
| $19,950 |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-140710

**Date Filed:**
11/29/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Tyler Technologies, Inc.
Plano, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
no contract #
Inmate Fingerprint Biometrics Software

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Leinweber, Larry | Plano, TX United States | X | |
| Miller, Brian | Plano, TX United States | X | |
| Moore, Jr., H. Lynn | Plano, TX United States | X | |
| Carter, Glenn | Plano, TX United States | X | |
| Cline, Brenda | Plano, TX United States | X | |
| Womble, Dustin | Lubbock, TX United States | X | |
| King, Jr., J. Luther | Plano, TX United States | X | |
| Brattain, Donald | Plano, TX United States | X | |
| Marr, Jr., John | Yarmouth, ME United States | X | |
| Yeaman, John | Plano, TX United States | X | |
| Pope, Daniel | Plano, TX United States | X | |
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
no contract #
Inmate Fingerprint Biometrics Software

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SHERRY CLARK
Notary Public, State of Texas
Comm. Expires 09-29-2020
Notary ID 130842141

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Craig Seekamp, this the 1st day of December, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Sherry Clark — Printed name of officer administering oath | Notary — Title of officer administering oath

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 12/13/2016

Approving Amendment & Renewal for Mcliff Vending Services

**Submitted For:** Max Bricka **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Amendment on the Mcliff Partners Vending Services Agreement and renewal for the same pricing, terms and conditions as the existing Agreement and Amendments for the term of December 1, 2016 - November 30, 2017, with Mcliff Coffee + Vending.

**Background**

Renewal: This is the second extension of two (2) possible, one (1) year renewal options. Amendment: This was requested by Gary Wilson, Director of Facilities, and Kira Sidatt, Internal Auditor I. This Amendment was created to update sections in the original Agreement, after an Audit Report found issues with the Vendor meeting certain specifications. The Agreement itself was found to be very restrictive. The Agreement was updated to reflect that the Vendor can select the items that in the machines, and make replacements as they deem necessary; they can have brand name machines on loan; they can have machines older than ten (10) years if they are in good operation; the Vendor is not responsible for adding recycling binds near the machines; the process to remove machines was simplified for both parties, and Christi Stromberg was added as a Contract Administrator. Attachment I was updated to reflect machines that will stay at their location (five (5) machines will be removed) and Attachment 2 reflects updated information and pricing.

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**Fiscal Impact**

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

**Attachments**

1 - Amendment

2 - Renewal

3 - Form 1295

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Sydney Richardson | | Started On: 12/06/2016 07:53 AM |
| Final Approval Date: 12/07/2016 | | |

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

VENDING SERVICES
AMENDMENT NO.1
(Mcliff Partners LTD, d/b/a Mcliff Coffee + Vending)

Important Notice: County Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, with premises located at Williamson County, Texas (the "Premises"), and Mcliff Partners LTD, d/b/a Mcliff Coffee + Vending, a Texas partnership (hereinafter "Contractor"), with principal offices located at 204 West Powell Lane, Building #4, Austin, Texas 78753. County agrees to engage Contractor as an independent contractor, to assist in providing certain operational services for the benefit of County's employees and the public pursuant to the following terms, conditions, and restrictions:

## I.

**No Agency Relationship:** It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venturer with County, nor shall Contractor hold itself out as an agent or official representative of County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Contractor shall be considered an independent Contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this contract.

## II.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of County, the Williamson County Commissioners Court, or the Williamson County Judge.

## III.

**No Assignment:** Contractor may not assign this contract, without express written consent of the Williamson County Commissioners Court.

## IV.

**Compliance with All Laws:** Contractor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Effective Date, Initial Term, & Renewal Options:** This contract shall be in full force and effect when signed by all parties and the initial term shall continue until November 30, 2015. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein and at the renewal prices indicated in Section VII, Compensation.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this contract and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Contractor of its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional twelve (12) month term.

## VI.

**Scope of Services:** Contractor shall provide services *as an independent Contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Contractor expressly acknowledges that he or she is not an employee of County. The scope of services includes the following:

### A. Services to be Provided

The Contractor shall provide vending machines, vending products and related services for the County's properties and locations listed on Attachment 1 ("Sites"). The Contractor will be responsible for keeping its machines filled with the products identified on the Master Vending List, which is attached hereto as Attachment 2. The County reserves the right to reasonably add or delete Sites where vending machines are operated, on an as-needed basis. Each Site serviced by the Contractor shall be adequately supplied with the type and number of machines necessary to service the vending needs of the County at each particular Site. The type and number of machines at a specific Site will be dependent upon

such factors as requests of the County, available space, available utility outlets, and sales.

## B. Contractor's Responsibilities

### 1. Equipment to be Provided

The Contractor shall install, at no cost to the County, vending equipment at the Sites listed on Attachment I. A list of all equipment installed at these Sites, including the name, type, serial number, counter or meter reading at time of installation and location of each piece of equipment, shall be provided to the County's Contract Manager within fifteen (15) days before execution of this contract. All equipment shall be equipped with "dollar bill" validators (Mars or an approved equivalent) as well as a coin and/or item counters. All equipment must have DEX/UCS included or DEX compatibility to be installed and operational within thirty (30) days after execution of this contract. All equipment used in this contract shall be no older than ten (10) years, or in good operation. If, within the first thirty (30) days following execution of this contract, the machines are not equipped with the DEX/UCS box, the Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the County, the County reserves the right to immediately terminate this contract.

Either the County or the Contractor may initiate a written request for addition or deletion of vending equipment; provided, however, prior to the Contractor deleting any installed vending equipment (a vending machine), Contractor must first provide, in writing, sales data to the County Contract Manager which evidences that the vending equipment is underperforming in relation to other vending equipment that is located at other Sites. The County has the final approval on if a machine can be removed and will respond to the initial request within ten (10) calendar days.

Any disputes concerning equipment changes shall be resolved pursuant to Section X.J., Mediation. The Contractor shall provide at each Site the type of vending equipment and supplies listed below:

a. Cold drink and/or snack machines only;
b. The types and number of machines that will be situated at each specific Site shall be determined as set forth herein; and
c. Dollar validators will be required on each machine, and a separate currency changer may be required by the County.

The total number of machines allocated to each Site must be installed no later than thirty (30) days after the complete execution of this contract. If the County deems it necessary to delete or add additional machines after the initial installation, the County will notify the Contractor in writing. By execution of this contract, the Contractor agrees to such additions/deletions and shall have thirty (30) days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained

in this contract.

## 2. Products to be Provided

The approved list of products to be dispensed in the vending machines can be found on Attachment 2, Master Vending List. This list also establishes the maximum price that may be charged for each of the listed products. Contractor shall sell the products listed on the Master Vending List, or substitute products in vending machines placed at each Site. The Contractor shall have the right to substitute any product to be dispensed in the vending machines based on volume of sales or other factors, without formal amendment or notification. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted.

The County reserves the right to reject any substitution if, in the County's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. The County shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal amendment.

If the County deems it necessary to add or to delete products after the initial installation, the County will notify the Contractor in writing. By execution of this contract, the Contractor agrees to such additions/deletions and shall have thirty (30) days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in this executed contract.

## 3. Services to be Provided

The Contractor shall:

a. Collect all money from each machine and record ending meter reading for an accurate accounting of sales and collections for each machine;
b. Submit timely Monthly Sales Reports as required under Section VI., 5., Reporting;
c. Provide all maintenance and repairs to the machines at no cost to the County, as specified in Section VI., 4., Operational Requirements;
d. Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the County, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines; provided, however, Contractor may adjust the time that it returns to certain Sites if it becomes unnecessary to replenish vending stock and vending supplies once- per-week due to lower sales volumes at such Sites; and
e. Return within twenty-four (24) hours prior to a County holiday, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;

County holidays are as follow:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day Observance
7. Thanksgiving Day and the Friday after Thanksgiving
8. Christmas Eve and Christmas Day
9. President's Day
10. Good Friday

f. Be responsible for the electrical connections for all vending machines;

g. Respond to any request by the institution or facility for supplies, service or assistance within 24 hours of initial request; and

h. Provide the County with an office telephone number and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided.

## 4. Operational Requirements

a. The Contractor shall be required to have all machines installed and fully operational at Sites, within thirty (30) days of contract execution.

b. The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period.

c. The Master Vending List (Attachment 2) establishes the price list for all approved products. Except for increases for renewal terms, these prices will not be increased except upon written request of the Contractor and only as a result of manufacturers' price increases or increases in the cost of raw materials. Any requests for price increases to products must be submitted in writing and be accompanied by supporting documentation *(i.e.,* proof of Contractor's wholesale purchase price increase). Approval of the Increase shall be made in writing by the County. It is anticipated that for every 2.5 cent increase in wholesale purchase price of an item, an increase of no more than 5 cents may be made for that item. Requests for price increases may only be submitted to the County for approval every six months.

## 5. Reporting

A Monthly Sales Report shall be submitted on a monthly basis to the County's Contract Manager no later than the tenth (10th) day of the previous month following the month reported. Please copy, Christi Stromberg, Facilities Contract Coordinator, at CStromberg@wilco.org. This report shall include the following:

a. A list of gross sales of each vending machine by product name, product type and Site;
b. Total gross sales for all Sites;
c. Copy of the restocking reports by machine or by each institution; and
d. Commission payable to the County.

### 6. Refunds

The Contractor will be responsible for processing all refunds. The County's Contract Manager shall review and approve the process within 30 days of contract execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The Contractor is responsible for making refunds of monies lost due to malfunctions of vending machines within seventy-two (72) hours of report of loss.

### 7. Equipment Ownership

The Contractor will provide equipment, machines and merchandise which may be brought upon the County's property by the Contractor. Brand name machines can be on loan from another manufacturer. Nothing in this agreement will give the County any interest, outside of the interest stated in this contract, in such machines, equipment or merchandise.

## C. Contractor Staff Conduct for Facility Access

1. The Contractor or designee shall make prior arrangements with the County regarding access to the Sites for the purposes of delivering equipment, providing services or providing maintenance of equipment.

   The Contractor's staff on-site shall adhere to the standards of conduct prescribed in any County personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the County.

   In addition, the Contractor shall ensure that all staff adhere to the following requirements:

a. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the County. In providing services pursuant to this contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
b. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the County's Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action

against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this contract.

c. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the County's Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

## 2. Staff Background/Criminal Record Checks

a. The Contractor's staff assigned to this project may, at County's option, be subject, at the County's expense, to a background/criminal records check. This background check may be conducted by the County and may occur or re-occur at any time during the contract period. In order to carry out this background check, upon request, the Contractor shall provide the County with the following data for any Individual Contractor or subcontractor's staff assigned to provide services under this contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The County may review the submitted proposed employee information and make a determination within five (5) business days. If requested, the Contractor shall also submit to fingerprinting for submission by the County to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires.

b. No person who has been barred from any County work release center or other facility shall provide services under this contract.

c. The County has full discretion to require the Contractor to reasonably disqualify, prevent, or remove any staff from any work under this contract. The County is under no obligation to inform the Contractor of background check findings or criteria for disqualifications or removal.

d. The Contractor shall not employ any individual under this contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contactor's agency that are independent of the service to be provided under this contract. The objective of this provision is to ensure that no employee of the Contactor, under any such legal constraints, has contact with or access to any records of the County.

e. The Contractor shall immediately report to the County of any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this contract.

f. The Contractor shall screen all prospective employees through referral and employment checks. The Contractor shall require that all prospective employees provide the details of any of the following criminal background information:

1. Conviction for a felony or Class A misdemeanor.
2. Plea of nolo contenders or plea of guilty to a crime that is a felony or Class A misdemeanor.
3. Had adjudication of guilt withheld to a crime that is a felony or Class A

misdemeanor.

4. Current pending charges for a for a felony or Class A misdemeanor.

g. Note that a felony or Class A misdemeanor conviction, a plea of guilty or nolo contendere to a felony or Class A misdemeanor crime, or adjudication of guilt withheld to a felony or Class A misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the County reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history Is preferred. The Contractor shall make full written report to the County within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law Involving a misdemeanor, or felony, or ordinance (except minor violations for which the penalty is a fine only and no jail time can be assessed} or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the County.

### 3. Facility and Staff Security

a. The Contractor employees shall display a current picture identification of the employee and be prepared to provide the County, upon request, with his/her Driver's License or State of Texas ID card.

b. The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.

c. Contractor staff shall be subject to searches of their person or searches of equipment and/or products at any time when entering any County detention or jail facility.

d. The Contractor's staff shall be subject to the requirements of Section II., C., of this contract and may be denied access to the facility by the County.

## D. County's Responsibilities

The County will:

1. Verify the counter or meter reading of Contractor's machines at time of installation;
2. Provide utilities to operate machines;
3. At its sole option and discretion, conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under this contract.
4. Grant the Contractor or designee access to the County's Sites, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 5:00 p.m. for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 5:00 p.m. to complete these services only if approved by the County in advance; and
5. Assume no liability for damage to equipment or loss of inventory or funds and shall

not be liable for same.

## E. Monitoring and Evaluation

The County's Contract Manager or designated County staff will perform monitoring during the term of this contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific contract requirements such as:

1. Reporting Submission
2. Operations performance
3. Equipment performance
4. Equipment maintenance

If issues of non-compliance are identified during County's monitoring, the County may provide a written report to the Contractor following the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the County's Contract Manager within ten (10) days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) days of receipt of a written monitoring report notating the deficiencies may result in County's determination of breach of contract and termination of this contract.

The County reserves the right for any County staff to make scheduled or unscheduled, announced or unannounced visits to the Contractor's place of business.

# VII.

**Compensation:** In exchange for Contractor selling its vending products, the County shall be compensated in the form of commissions.

## A. Payment

The Contractor will compensate the County for services specified in Section II, Scope of Service, as delineated below:

1. The Contractor will compensate the County with a commission of 5% of gross revenues after taxes (ex: $1.00 - $0.08 sales tax "$0.92 x 5%" $.046 commission) from the operation of said equipment and the sale of food and beverages (See attached Exhibit A). Such payments shall be made by the 10th day of each month for the previous month revenue.

2. The County shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

3. Any commissions due under this contract are not received by the county within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.

**B. Official Payee**

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof. The Contractor shall submit monthly payments and records to the Williamson County Auditor and a copy of the records to the County's Contract Manager as identified in Section VIII., A. The Williamson County Auditor's Office shall review, verify, deny and/or approve the above referenced accountings, reports and payments provided by Contractor.

**Williamson County Auditor**
**Accounts Payable Department**
**710 S. Main Street**
**Georgetown, Texas 78626**

**C. Travel Expenses**

The County shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this contract.

**D. Contractor's Expenses**

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this contract.

**E. Tax Exemption**

County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code §151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

**F. Renewal Prices**

In the event the County chooses to extend this contract and the Contractor agrees to such extension, the prices of the food and beverages for each extended period shall be adjusted based on the seasonally adjusted Consumer Price Index for All Urban Consumers (CPl-U) for food and beverages in the State of Texas.

## G. Change of Circumstance

The commission rate(s) and prices are based, in part, on assumptions regarding population, hours of operation, other conditions on the Premises, labor costs, product costs, fuel costs, Federal, state, and local tax structure, and any other levy or tax that impacts Contractor's services ("Factors"). If there are changes in such Factors, Contractor may modify the commission rate(s) and/or prices upon thirty (30) days prior written notice to the County, which shall be noted on commission statements and/or the remittance advice. Furthermore, in lieu of price increases per Section F above, Contractor may, upon thirty (30) days prior written notice, modify the commission rate(s). It is acknowledged and understood that the County may terminate this contract, at its will upon thirty (30) calendar days' notice in accordance with the termination rights set forth under Section IX below, if County determines, in its sole discretion, that Contractor's modification of the commission rates and/or prices is unreasonable or excessive.

## VIII.

**Contract Management:** Contract management will be as follows:

## A. County's Contract Manager

The Contract Manager for this contract will be:

**Gary Wilson, Director of Facilities**
**3101 SE Inner Loop Georgetown, TX 78626**
**Phone: (512) 943-1636**

The Contract Manager will perform the following functions:

1. Serve as the liaison between the County and the Contractor;
2. Verify receipt of deliverables from the Contractor;
3. Monitor the Contractor's progress;
4. Assist in evaluating the Contractor's performance;
5. Process all amendments, renewals and terminations of this contract;
6. Assist in evaluating Contractor performance upon completion of the overall contract. This evaluation will be placed on file and will be considered if the contract is subsequently used as a reference in future procurements;
7. Maintain the official contract file; and
8. Maintain the official records of all formal correspondence between the

County and the Contractor.

Please remember to copy Christi Stromberg, Facilities Contract Coordinator on all reports at CStromberg@wilco.org.

**B. Contractor's Representative**

The name, title, address and telephone number of the Contractor's representative responsible for administration and performance under this contract is:

Rich Denver, Operations Manager
204 W. Powell Lane, Building # 4, Austin, TX 78753
Phone: 512-441-8424
Fax: 512-334-1099
Email: rdenver@mcliff.com

**C. Contract Management Changes**

After execution of this contract, any changes in the information contained in Section VIII., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official record.

## IX.

**Termination:** This Contract may be terminated as follows:

**A. Termination at Will**

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notices of termination shall be delivered by certified mail (return receipt requested) to the non-terminating party.

**B. Termination for Cause**

If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this contract), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach Is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this contract. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party,

the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this contract.

### C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this contract.

## X.

**Miscellaneous Terms:** This contract is subject to the following general terms and conditions:

### A. Records

### 1. Public Records Law

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

### 2. Audit Records

a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract, and agrees to provide a financial and compliance audit to the County or to the Office of the Williamson County Auditor and to ensure that all related party transactions are disclosed to the auditor.

b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this contract.

### 3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents,

statistical records, and any other documents (including electronic storage media) pertaining to this contract for a period of three (3) years following the termination of this contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the County and the terms of this contract. Copies of all records and documents shall be made available for the County upon request. All records and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed In Section VIII.B., Contractor's Representative for the duration of the period referenced above. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of three (3) years following termination of the contract, or, if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the County of the location of all records pertaining to this contract and shall notify the County by certified mail within ten (10) days if/when the records are moved to a new location.

**4. Right to Audit**

Contractor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that the County shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Contractor reasonable advance notice of intended audits.

**B. Good Faith Clause**

Contractor agrees to act in good faith in the performance of this contract.

**C. Employment of County Personnel**

The Contractor shall not knowingly engage in this project, on a full-time, part- time, or other basis during the period of this contract, any current employee of the County.

**D. Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this contract.

**E. Americans with Disabilities Act**

The Contractor shall comply with the Americans with Disabilities Act. In the event

of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the County.

## F. INDEMNIFICATION

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 CONTRACTOR OR FAILURE TO ACT RELATING TO THE SERVICES BEING PROVIDED. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND COUNTY AGAINST ANY CLAIM, DEMAND, LOSS, INJURY, DAMAGES, ACTION, OR LIABILITY OF ANY KIND AGAINST COUNTY RESULTING FROM ANY SERVICES CONTRACTOR PERFORMS ON BEHALF OF COUNTY.LIMITATION OF LIABILITY.

## G. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such Insurance at all times during the existence of this contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the County under this contract. Upon the execution of this contract, the Contractor shall furnish the County's Contract Manager written verification of such insurance coverage. The County reserves the right to require additional Insurance where appropriate. Contractor's insurance shall be primary as to any other existing, valid, and collectible insurance that is maintained or carried by the County.

## H. County's Insurance

The County does not carry or maintain general liability insurance coverage since tort claims against the County are subject to the liability and damage limitations of the Texas Tort Claims Act. Thus, the County has chosen to self-insure rather than to obtain insurance coverage for such residual liability, if any. The full faith and credit of the County, therefore, stands behind any lawful tort claims against it, its officials, employees, or agents.

## I. Mediation

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

## J. 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.

## K. Copyrights, Right to Data, Patents and Royalties

The County shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all non-confidential/non-proprietary information and data developed, derived, documented, or furnished by the Contractor under this contract. All documentation produced as part of the contract shall become the exclusive property of the County, and may not be copied or removed by any employee of the Contractor without express written permission of the County.

## L. Subcontracts

The Contractor is fully responsible for all work performed under this contract. The Contractor may, upon receiving written consent from the County's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor. If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the County. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this contract. Failure by the Contractor to pay the subcontractor within seven (7) working days result in the County's termination of this contract.

## M. Confidentiality

Each party expressly agrees that it will not use any incidental confidential information that may be obtained while working within the scope of this Contract for any other purpose or benefit, and agrees that it's personnel will not enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## N. Force Majeure

Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

## O. Severability

In case any one or more of the provisions contained in this contract shall for any

reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this contract and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## P. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the County for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the County shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the County.

The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this contract.

## Q. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

## R. No Indemnification by County

The Contractor acknowledges and agrees that under the Constitution and the laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless any other party, including but not limited to the Contractor; therefore, all references of any kind to the County indemnifying, holding or saving harmless any other party, including but not limited to the Contractor, for any reason whatsoever are hereby deemed void and deleted.

## S. Entire Contract & Incorporated Documents

This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) Attachment "1" - Sites (County Facility Locations);

2) Attachment "2" - Master Vending List (Products);

3) RFP# 14RFP00218, and addenda;

4) Any required insurance certificates for this contract; and

5) Any Amendments issued and approved for this contract.

WILLIAMSON COUNTY reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits.

## T. Default

In the event either party shall be in breach or default of any terms, conditions, or covenants of this Contract and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Contract without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

## U. Notice

Unless otherwise required, any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

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

**Contractor:**
Mcliff Partners, LTD
d/b/a Mcliff Coffee + Vending
204 West Powell Lane, Building #4

**General Counsel:**
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

## V. County Judge or Presiding Officer Authorized to Sign Contract

The presiding officer of County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of County.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2016.

WILLIAMSON COUNTY:

_____
Hon. Dan Gattis, County Judge

MCLIFF PARTNERS LTD (Contractor):

_____
Authorized Signature
Mike Ferguson, President
FEID #: 20-0174626

## ATTACHMENT 1
## SITES

The County currently requires vending machines at the following locations:

Thirteen (13) snack machines and twenty-four (19) soda/drink machines placed at the following fifteen (12) locations:

| Location Name | Address | Building Location | Type of Machine(s) |
|---|---|---|---|
| Central Maintenance Facility | 3151 SE Inner Loop, Georgetown | Training Room | 1 snack, 1 soda |
| Inner Loop Annex | 301 SE Inner Loop, Georgetown | Break Room | 1 snack, 1 soda |
| Juvenile Justice Center | 1821 SE Inner Loop, Georgetown | Lobby & Academy | 2 snack, 2 soda |
| Criminal Justice Center | 405 Martin Luther King St., Georgetown | 1st Floor Break Room 134 & Basement near Jury & 2nd Floor Break Room | 3 snack, 4 soda |
| Round Rock Annex | 211 Commerce Blvd, Round Rock | Break Room | 1 soda/juice |
| Cedar Park Annex | 350 Discovery Blvd, Cedar Park | Break Room | 1 snack, 1 soda/juice |
| Show Barn | 425 E. Morrow Street, Georgetown | Front Entrance | 1 soda |
| Sheriff's Office | 508 S. Rock Street, Georgetown | Sally port & by Elevators & in training room | 1 snack, 3 soda, |
| County Jail | 306 W 4th Street, Georgetown | Front Reception Area & Bonding | 1 snack, 2 soda |
| Jester Annex | 1801 East Old Settlers Blvd, Round Rock | Break Room | 1 snack, 1 soda |
| Sign Shop | 3151 SE Inner Loop, Georgetown | Training Room | 1 snack, 1 soda |
| Emergency Communications | 911 Tracy Chambers Way | Break Room | 1 snack, 1 soda |

**ATTACHMENT 2 – MASTER VENDING LIST**
**FIRST AMENDENDED – SUBJECT TO REASONABLE MODIFICATIONS TO MEET THE COUNTY'S NEEDS AS SET FORTH IN SECTION VI.B.2.**

WILLIAMSON COUNTY – PRICING AND COMMISSION WORKSHEET
VENDING CATERORIES – VENDOR RATES AND COMMISION

Snack, Juices and Cold Beverage Price List

| CATEGORY (SNACK OR BEVERAGE) | PRODUCT SIZE (Net Weight) | PRODUCT DESCRIPTIONS | PROPOSED VENDOR PRICE $ | PROPOSED COMMISSION RATE % |
|---|---|---|---|---|

## Cold Drink

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Can Soda | 12.0 oz. | 12 oz. Can Soda | $0.85 | 5.0% |
| Bottle Soda | 20.0 oz. | 20 oz. Bottle Soda | $1.35 | 5.0% |
| Bottle Water | 20.0 oz. | 20 oz. Bottle Water | $1.35 | 5.0% |
| Powerade | 20.0 oz. | 20 oz. Powerade | $1.50 | 5.0% |
| Energy Drinks | 16.0 oz. | 16 oz. Energy Drinks | $3.00 | 5.0% |
| Juices | 15.2 oz. | 15.2 oz. Bottles | $1.50 | 5.0% |

## Pastry

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Pastry | 2.75 oz. | ACT II Popcorn (Microwave) | $1.10 | 5.0% |
| Pastry | 2.00 oz. Bag | Austin Zoo | $1.10 | 5.0% |
| Pastry | 4.25 oz. | Cloverhill Big Tex Cinnamon Rolls | $1.50 | 5.0% |
| Pastry | 3.50 oz. | Cloverhill Jumbo Honey Buns | $1.50 | 5.0% |
| Pastry | 3.00 oz. | Mrs. Freshleys Chocolate Cupcakes | $1.50 | 5.0% |
| Pastry | 4.00 oz. | Mrs. Freshleys Donut Gems | $1.50 | 5.0% |
| Pastry | 4.25 oz. | Mrs. Freshleys Pastries | $1.50 | 5.0% |
| Pastry | 2.00 oz. Bag | Famous Amos Choe Chip Cookies | $1.10 | 5.0% |
| Pastry | 2.50 oz. Bag | Grandma's Choe Chip | $1.10 | 5.0% |
| Pastry | 2.50 oz. Bag | Grandma's Nutty Fudge | $1.10 | 5.0% |
| Pastry | 2.50 oz. Bag | Grandma's Oatmeal & Raisin | $1.10 | 5.0% |
| Pastry | 2.50 oz. Bag | Grandma's Peanunt Butter | $1.10 | 5.0% |
| Pastry | 2.12 oz. Bag | Grandma's Vanilla Bits | $1.10 | 5.0% |
| Pastry | 2.00 oz. Bag | Knotts Blueberry | $1.10 | 5.0% |
| Pastry | 2.00 oz. Bag | Knotts Raspberry | $1.10 | 5.0% |
| Pastry | 4.20 oz. | Mrs. Freshleys Apples Pies | $1.50 | 5.0% |
| Pastry | 4.20 oz. | Mrs. Freshleys Cherry Pies | $1.50 | 5.0% |
| Pastry | 5.00 oz. | Mrs. Freshleys Honey Buns | $1.50 | 5.0% |
| Pastry | 4.00 oz. | Mrs. Freshleys Cinnamon Rolls | $1.50 | 5.0% |
| Pastry | 3.60 oz. | Pop Tarts Blueberry | $1.50 | 5.0% |
| Pastry | 3.60 oz. | Pop Tarts Strawberry | $1.50 | 5.0% |
| Pastry | 2.13 oz. | Rice Krispie Treats | $1.50 | 5.0% |
| Pastry | 1.05 oz. | Ruger's Chocolate Waffers | $1.50 | 5.0% |
| Pastry | 1.05 oz. | Ruger's Vanilla Waffers | $1.50 | 5.0% |

## Candy

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Candy | 1.92 oz. | 3 Musketeers | $1.00 | 5.0% |
| Candy | 2.10 oz. | Baby Ruth | $1.00 | 5.0% |
| Candy | 2.10 oz. | Butterfinger | $1.00 | 5.0% |
| Candy | 1.45 oz. | Hershey Almond | $1.00 | 5.0% |
| Candy | 1.54 oz. | Hershey Cookies n Cream | $1.00 | 5.0% |
| Candy | 1.60 oz. | Junior Mints | $1.00 | 5.0% |
| Candy | 1.61 oz. | Kit Kat Extra Crispy | $1.00 | 5.0% |
| Candy | 1.74 oz. | M & M's Peanut | $1.00 | 5.0% |
| Candy | 1.69 oz. | M & M's Plain | $1.00 | 5.0% |
| Candy | 1.84 oz. | Milky Way | $1.00 | 5.0% |
| Candy | 1.75 oz. | Mr. Goodbar | $1.00 | 5.0% |
| Candy | 1.34 oz. | Nestle's Crunch | $1.00 | 5.0% |
| Candy | 1.80 oz. | Nutrageous | $1.00 | 5.0% |
| Candy | 1.85 oz. | Payday | $1.00 | 5.0% |
| Candy | 1.53 oz. | Reese's Peanut Butter Cups | $1.00 | 5.0% |
| Candy | 1.53 oz. | Reese's Pieces | $1.00 | 5.0% |
| Candy | 2.17 oz. | Skittles | $1.00 | 5.0% |
| Candy | 1.86 oz. | Snickers | $1.00 | 5.0% |
| Candy | 1.78 oz. | Snickers PB Squared | $1.00 | 5.0% |
| Candy | 2.00 oz. | Sour Patch | $1.00 | 5.0% |
| Candy | 1.77 oz. | Sprees | $1.00 | 5.0% |
| Candy | 2.07 oz. | Starburst | $1.00 | 5.0% |
| Candy | 1.79 oz. | Twix | $1.00 | 5.0% |
| Candy | 2.50 oz. | Twizzler | $1.00 | 5.0% |
| Candy | 1.60 oz. | Whatchamacallit | $1.00 | 5.0% |

## Snacks & Crackers

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Snacks | 1.00 oz. | Austin Cheese Crackers | $0.85 | 5.0% |
| Snacks | 1.46 oz. | Austin Peanut Butter & Cheese | $0.85 | 5.0% |
| Snacks | 1.46 oz. | Austin Toastys | $0.85 | 5.0% |
| Snacks | 1.50 oz. | Beef & Cheddar Stix | $0.85 | 5.0% |
| Snacks | 1.40 oz. | Comnuts BBQ | $0.85 | 5.0% |
| Snacks | 1.40 oz. | Comnuts Chili | $0.85 | 5.0% |
| Snacks | 1.40 oz. | Comnuts Nacho | $0.85 | 5.0% |
| Snacks | 1.40 oz. | Comnuts Original | $0.85 | 5.0% |
| Snacks | 1.40 oz. | Comnuts Ranch | $0.85 | 5.0% |
| Snacks | 2.00 oz. | Fig Newtons | $0.85 | 5.0% |
| Snacks | 2.00 oz. | Fig Newtons Fat Free | $0.85 | 5.0% |
| Snacks | 1.30 oz. | Golden Batch Sugar Free Wafers | $0.85 | 5.0% |
| Snacks | 1.75 oz. | Golden Batch Sugar Free Wafers Red | $0.85 | 5.0% |
| Snacks | 2.00 oz. | Kar's Sweet n Salty Mix | $0.85 | 5.0% |
| Snacks | 1.80 oz. | LemonOh's | $0.85 | 5.0% |
| Snacks | 1.75 oz. | Nabisco Swiss Cookies | $0.85 | 5.0% |
| Snacks | 1.60 oz. | Nature Valley Granola Oats & Honey | $0.85 | 5.0% |

| | | | | |
|---|---|---|---|---|
| Snacks | 1.13 oz. | Nature Valley Granola Peanut Butter | $0.85 | 5.0% |
| Snacks | 1.30 oz. | Nature Valley Strawberry N Yogurt | $0.85 | 5.0% |
| Snacks | 1.70 oz. | Nutri Grain Apple | $0.85 | 5.0% |
| Snacks | 1.30 oz. | Nutri Grain Strawberry | $0.85 | 5.0% |
| Snacks | 1.80 oz. | Oreos | $0.85 | 5.0% |
| Snacks | 2.00 oz. | Planters Peanuts | $0.85 | 5.0% |
| Snacks | 2.00 oz. | Planters Peanuts Hot N Spicy | $0.85 | 5.0% |
| Snacks | 1.70 oz. | Snackwells Chocolate Sandwich | $0.85 | 5.0% |
| Snacks | 1.50 oz. | Snackwells Cream Sandwich | $0.85 | 5.0% |
| Snacks | 1.60 oz. | Trails Best Salami Stick | $0.85 | 5.0% |
| Snacks | 1.50 oz. | Welch's Fruit Snacks | $0.85 | 5.0% |

## Gum & Mints

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Gum & Mints | 6 Stix | BigRedGum | $0.75 | 5.0% |
| Gum & Mints | 6 Stix | Dentyne Gum | $0.75 | 5.0% |
| Gum & Mints | 0.95 oz. | Five Flavor Mints | $0.75 | 5.0% |
| Gum & Mints | 0.72 oz. | Peppermint Mints | $0.75 | 5.0% |
| Gum & Mints | 0.72 oz. | Spear-o-Mint Mints | $0.75 | 5.0% |
| Gum & Mints | 0.72 oz. | Wintergreeen Mints | $0.75 | 5.0% |
| Gum & Mints | 6 Stix | Wrigleys Doublemint Gum | $0.75 | 5.0% |
| Gum & Mints | 6 Stix | Wrigleys Juicy Fruit Gum | $0.75 | 5.0% |
| Gum & Mints | 6 Stix | Wrigleys Spearmint Gum | $0.75 | 5.0% |
| Gum & Mints | 6 Stix | Wrigleys Wintergreen Gum | $0.75 | 5.0% |

## Bag Chips (LSS/Large Single Serve)

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Bag Chips | 1.25 oz. | LSS Andy Capp's Hot Fries | $1.00 | 5.0% |
| Bag Chips | 1.125 oz. | LS Cheetos Baked | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Cheetos Crunchy Jalapeno Cheddar | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Cheetos Crunchy | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Cheetos Flamin Hot | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Cheez-it Snack Crackers | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Doritos Baked | $1.00 | 5.0% |
| Bag Chips | 1.75 oz. | LSS Doritos Cool Ranch | $1.00 | 5.0% |
| Bag Chips | 1.75 oz. | LSS Doritos Nacho | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Fritos | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Fritos Chili Cheese | $1.00 | 5.0% |
| Bag Chips | 1.25 oz. | LSS Funyuns | $1.00 | 5.0% |
| Bag Chips | 1.00 oz. | LSS Herr's Jalepeno Poppers | $1.00 | 5.0% |
| Bag Chips | 1.125 oz. | LS Lays Baked | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Lays BBQ | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Lays Regular | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Lays Sour Cream & Onion | $1.00 | 5.0% |
| Bag Chips | 1.00 oz. | LSS Mac's Pork Skins | $1.00 | 5.0% |
| Bag Chips | 1.75 oz. | LSSPoore Bro.'s Jalapeno | $1.00 | 5.0% |
| Bag Chips | 1.75 oz. | LSS Poore Bro.'s Tater Skins | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Rold Gold Pretzels | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Ruffles Cheddar Sour Cream | $1.00 | 5.0% |

| | | | | |
|---|---|---|---|---|
| Bag Chips | 1.50 oz. | LSS Ruffles KCMasterpiece BBQ | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Ruffles Regular | $1.00 | 5.0% |
| Bag Chips | 2.00 oz. | LSS Snyder's Mini Pretzels | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Sun Chips Garden Salsa | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Sun Chips Harvest Cheddar | $1.00 | 5.0% |
| Bag Chips | 1.50 oz. | LSS Sun Chips Original | $1.00 | 5.0% |

## Healthy Snacks

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Healthy Snacks | 0.81 oz. | 100 Cal Chips Ahoy | $1.10 | 5.0% |
| Healthy Snacks | 0.81 oz. | 100 Cal Oreo Thin Crisps | $1.10 | 5.0% |
| Healthy Snacks | 2.90 oz. | Act II Popcorn Lite | $1.10 | 5.0% |
| Healthy Snacks | 1.50 oz. | Baked Bugles | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Baked Cheetos | $1.00 | 5.0% |
| Healthy Snacks | 1.375 oz. | Baked Doritos | $1.00 | 5.0% |
| Healthy Snacks | 1.125 oz. | Baked Lays Chips | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Cheezlt Reduced Fat | $1.00 | 5.0% |
| Healthy Snacks | 1.75 oz. | ChexMix | $1.00 | 5.0% |
| Healthy Snacks | 2.00 oz. | FamousAmos Oatmeal Raisin | $1.10 | 5.0% |
| Healthy Snacks | 1.50 oz. | Welch's Fruit Snacks | $0.85 | 5.0% |
| Healthy Snacks | 2.10 oz. | Fat Free Fig Newtons | $0.85 | 5.0% |
| Healthy Snacks | 1.65 oz. | Gardettos Reduced Fat | $1.10 | 5.0% |
| Healthy Snacks | 2.12 oz. | Golden Batch Sugar Free Wafers Red | $0.85 | 5.0% |
| Healthy Snacks | 1.50 oz. | Kar's Energy Trail Mix | $0.85 | 5.0% |
| Healthy Snacks | 1.50 oz. | Kar's Sweet & Salty Mix | $0.85 | 5.0% |
| Healthy Snacks | 0.81 oz. | Kellogg Special K Bar | $0.85 | 5.0% |
| Healthy Snacks | 1.70 oz. | Kelloggs Rice Krispy Treats | $1.50 | 5.0% |
| Healthy Snacks | 2.00 oz. | Mr Nature Mix n Yogurt | $1.50 | 5.0% |
| Healthy Snacks | 2.00 oz. | Mr Nature Unsalted Trail Mix | $1.50 | 5.0% |
| Healthy Snacks | 1.55 oz. | Nabisco Wheat Thins | $1.10 | 5.0% |
| Healthy Snacks | 1.50 oz. | Nature Valley Granola Bars | $0.85 | 5.0% |
| Healthy Snacks | 1.30 oz. | Nutri Grain Assorted Flavors | $0.85 | 5.0% |
| Healthy Snacks | 1.50 oz. | Pepperidge Farm Goldfish | $1.10 | 5.0% |
| Healthy Snacks | 2.00 oz. | Planters Peanuts | $0.85 | 5.0% |
| Healthy Snacks | 1.75 oz. | Quaker Baked Cheddar Snack | $1.10 | 5.0% |
| Healthy Snacks | 0.91 oz. | Quaker Mini Rice Cakes | $1.10 | 5.0% |
| Healthy Snacks | 1.40 oz. | Quaker Oatmeal to Go | $1.10 | 5.0% |
| Healthy Snacks | 2.00 oz. | Rold Gold Pretzels | $1.00 | 5.0% |
| Healthy Snacks | 1.00 oz. | Skinny Cow Dreamy Clusters | $1.00 | 5.0% |
| Healthy Snacks | 0.77 oz. | Skinny Cow HC Peanut Butter | $1.00 | 5.0% |
| Healthy Snacks | 0.77 oz. | Skinny Cow Heavenly Crisp | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Snyders Pretzels Fat Free | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Sun Chips French Onion | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Sun Chips Harvest Cheddar | $1.00 | 5.0% |
| Healthy Snacks | 1.50 oz. | Sun Chips Original | $1.00 | 5.0% |
| Healthy Snacks | 2.00 oz. | Zoo Animal Cookies | $1.10 | 5.0% |

## Fruit Juice

| CATEGORY | PACKAGES | PRODUCT | PRICE | COMMISSION |
|---|---|---|---|---|
| Juice | 15.2 oz. | Minute Maid 100% Apple Juice | $1.75 | 5.0% |
| Juice | 15.2 oz. | Minute Maid 100% Orange Juice | $1.75 | 5.0% |

WILLIAMSON COUNTY
1848

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Purchase/Contract Type:** | Services | **Department:** | Facilities |
| **Vendor Name:** | Mcliff Coffee + Vending | | |
| **Vendor Address:** | 204 W Powell Lane, Bldg 4, Austin, Texas 78753 | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Mcliff Partners Vending Services Agreement | | | |
| **P.O./Contract Number:** | N/A | **Effective Date:** | 12/01/2016 |
| **Purchaser/Contract Specialist:** | Sydney Richardson | **Expiration Date:** | 11/30/2017 |
| **Requested By:** | Gary Wilson, Department Director | | |

**Detailed description of renewal of product and/or service.**

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract and all amendments.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2), one (1) year renewal option periods:**

| | |
|---|---|
| Renewal Option Period 2 | December 1, 2016 – November 30, 2017 |
| Renewal Option Period 1 | December 1, 2015 – November 30, 2016 |
| Initial Contract Period | November 18, 2014 – November 30, 2015 |

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN**

Vendor MCLIFF COFFEE + VENDING

Name MIKE FERGUSON

Title PRESIDENT

Signature _____

Date 12-1-2016

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

**WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE**

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

| | |
|---|---|
| **Contract Number:** | N/A |
| **Contract Name:** | Mcliff Partners Vending Services Agreement |
| **Printed Name of Person Submitting Affidavit:** | Mike Ferguson |
| **Name of Company:** | Mcliff Coffee + Vending |
| **Date:** | 12 1, 2016 |
| **Signature of Person Submitting Affidavit:** | |

On this, the 1ST day of DECEMBER, 2016, before me a notary public, the undersigned officer, personally appeared MIKE FERGUSON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

KENDYL JAHNS JR
Notary Public, State of Texas
My Commission Expires
October 28, 2017

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-142955

**Date Filed:**
12/05/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Mcliff Coffee + Vending
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
14RFP00218
Vending Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Mcliff Coffee + Vending | Austin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

KENDYL JAHNS JR
Notary Public, State of Texas
My Commission Expires
October 28, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mike Ferguson, this the 5th day of December, 20 16, to certify which, witness my hand and seal of office.

| Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath |
|---|---|---|
| | Kendyl Jahns Jr | Controller |

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 12/13/2016

Deccan International Sole Source Purchase Request

**Submitted For:** Max Bricka **Submitted By:** Robert Lerma, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on exempting Deccan International from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Codes, as the sole source provider of the Live MUM 2.0 software upgrade, maintenance and additional licenses.

### Background

An RFI # SOS-1703 was completed to determine if a reasonable alternative source was available, and no responses were obtained. As indicated under Section 262.024 (a) (7) of the Texas Local Government Code, Deccan International is the only source that can provide this product, and any maintenance for this product; therefore, Deccan qualifies for a sole source exemption for this purchase. The sole source certification will be valid for 36 months after Commissioners Court approval.

## Fiscal Impact

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

## Attachments

Deccan Sole Source Documents

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:47 AM |
| Form Started By: Robert Lerma | | Started On: 12/06/2016 03:04 PM |
| Final Approval Date: 12/08/2016 | | |

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

12/07/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Deccan International: LiveMUM 2.0 Upgrade

Dear County Judge and Commissioners,

Recently our county Technology department made a request for qualifying the **sole source purchase of LiveMUM 2.0 Upgrade from Deccan International. This item is supplied only by Deccan International who is the owner, manufacturer, and the only provider of software maintenance and support.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring any additional analysis or consideration.
- A signed Sole Source Justification Request from Jay Schade, Senior Director of Technology Services
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Lisa Maraden, IT Analyst I
- A price quote of requested items / services

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Deputy Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync

WILLIAMSON COUNTY

Welcome khancock@wilco.org | Logout
Need assistance?
Contact us

Home Search Source Tools

Schedule Task Note

Vendor view of bid

Chat | Description

## Bid #SOS-1703 - Intent To Deem Deccan International As The Sole Source For LIVEMUM 2.0 Upgrade. RFI

| | | | |
|---|---|---|---|
| **Time Left** | **closed** | **# of offers** | **0** |
| **Bid Started** | **Nov 18, 2016 3:09:20 PM CST** | **Notifications** | Report (Bidder Activity) |
| **Bid Ended** | This bid closed on Dec 2, 2016 3:00:00 PM CST | **# of suppliers viewed** | 9 (View) |
| **Agency Information** | **Williamson County, Texas, TX** (view agency's bids) | **Q & A** | Questions & Answers |
| **Department** | ITS (view department's bids) | | |
| **Bid Classifications** | Classification Codes | | |
| **Bid Regions** | Regions | | |
| **Bid Contact** | see contact information | | |
| **Delivery Location** | One or more of the following locations<br>**Williamson County, Texas**<br>No Location Specified<br>**Qty** 1<br>**Expected Expenditure** n/a | | |
| **View Rules** | Click here to change the rules for this bid. | | |
| **Best and Final Offer:** | Create | | |

### Approval

| | |
|---|---|
| **View Approval Flow** | View Approval Flow |
| **Approval Status** | Approved |

### Description

| | |
|---|---|
| **Bid Number** | SOS-1703 |
| **Title** | Please attach all supporting documents to this line. |
| **Contract Duration** | One Time Purchase |
| **Budgeted Amount** | $0.00 (change) |
| **Bid Comments** | Williamson County, Texas intends to award a sole-source contract with Deccan International for the following item(s): LIVEMUM 2.0 Upgrade.<br><br>THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.<br><br>If no affirmative responses are received by 3:00 PM December 2, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice. |
| **Description** | Please attach all supporting documents to this line. |

### Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Product Feedback

**Williamson County Purchasing Department**
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# Sole Source Justification Request

**This request is for a:**

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Lisa Maraden ITS

Requestor Title: IT Analyst I Requestor Phone Number: 512-943-1985

Requested Sole Source Supplier:

Company Name: Deccan International

Contact Name: Chris Lawrence

Address 5935 Cornerstone Ct. W, Ste. 230

City: San Diego State: CA Zip Code: 92121

Phone Number: 858-764-8400 Email Address: chrisl@deccanintl.com

Website: http://deccanintl.com/

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Upgrade and maintenance for current software.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

12/1/2016

Estimated Cost: 26,500.00

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

The the upgrade from Deccan is highly proprietary and is considered a trade secret of Deccan.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

**ACKNOWLEDGEMENT**

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 11/2/2016

Signature: Lisa Maraden

** By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.**

DECCAN INTERNATIONAL
*Decision-support Software Solutions for Fire and EMS*

5935 Cornerstone Ct W, Ste. 230
San Diego, CA 92121
O: 858.764.8400
www.deccanintl.com

**Quote Number: 20160927-LM2U-C**

**Cost Proposal for LiveMUM 2.0 Upgrade**

| Williamson County Emergency Medical Services | 9/27/2016 |
|---|---|
| | **Price** |
| **LiveMUM 2.0 Upgrade Fee* (Includes build, configuration, project management, installation, and six (6) additional user licenses)** | **$26,500** |

| Total Cost | |
|---|---|
| | **Total Price** |
| **Total Cost for LiveMUM 2.0 Upgrade** | **$26,500** |

**All Prices are quoted in USD**

**Quotes are valid for 180 days**

***Please note: This is a one-time fee**

DECCAN INTERNATIONAL
*Decision-support Software Solutions for Fire and EMS*

5935 Cornerstone Ct W, Ste. 230
San Diego, CA 92121
O: 858.764.8400
www.deccanintl.com

September 27, 2016

Williamson County Emergency Medical Services
303 Martin Luther King St.
Georgetown, Texas 78626

To Whom It May Concern:

The LiveMUM 2.0 Upgrade computer software product that Williamson County Emergency Medical Services would like to license for use from Deccan International is highly proprietary and is considered a trade secret of Deccan International.

No other party is capable of performing the various maintenance responsibilities (i.e., code corrections, product update and technical support) since there is no outside access to the source code for the product. Thus, Deccan International is the sole source for maintenance services on the software in question.

In addition, no other party is authorized to provide additional capacity or hardware upgrades for our product in the United States.

I hope that this meets with your needs. Should you have any questions, or if we may be of any further assistance, please do not hesitate to contact me.

Sincerely,

Latha Nagaraj
President

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

**STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Tracy Gonzales, who after being duly sworn on oath stated the following:

My name is Tracy Gonzales. My title is Director of Sales.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: LiveMUM 2.0 upgrade.
I am the sole-source supplier of this item because: the product is highly proprietary and the code is a trade secret of Deccan International. No other party is able to maintain it. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

**IN WITNESS WHEREOF,** the undersigned has executed this Affidavit on the 2nd day of November, 20 16.

Tracy Gonzales
[Signature]

Tracy Gonzales, Director of Sales
[Printed Name] [Title]

**SWORN TO AND SUBSCRIBED** before me on November 2, 20 16, by Tracy Gonzales.
[Printed Name]

WENDY ZAMUTT
Commission # 2134164
Notary Public - California
San Diego County
My Comm. Expires Dec 16, 2019

Wendy Zamutt
[Signature] Notary Public

State of California
My Commission expires on 12/16/2019

*See Attached Notarial Certificate

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 2nd day of November,

2016 by Tracy Gonzales,

proved to me on the basis of satisfactory evidence to be the person(~~s~~) who appeared before me.

Signature _____ (Seal)

WENDY ZAMUTT
Commission # 2134164
Notary Public - California
San Diego County
My Comm. Expires Dec 16, 2019

## OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Notarized Sole-Source Purchase Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 11/2/16

Additional information

## INSTRUCTIONS

*The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

WILLIAMSON COUNTY
1848

Technology Services

November 9, 2016

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify Deccan as the sole source provider of software maintenance (technical support plus Deccan software updates/upgrades) for Deccan products.

Deccan is the owner and manufacturer of Deccan products and they have certified that they are the only entity authorized to access, and modify, the source code/software for their products, as well as provide maintenance and support for their products.

Please let me know if you have any questions.

Thank you.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY
512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 12/13/2016

Aristatek Sole Source

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on exempting Aristatek, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of PEAC-WMD hazmat software and maintenance, and approving agreement between Williamson County and Aristatek, Inc.

**Background**

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**Fiscal Impact**

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

**Attachments**

Sole Source

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Thomas Skiles | | Started On: 12/08/2016 07:32 AM |
| Final Approval Date: 12/08/2016 | | |

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/21/16

Williamson County Commissioners Court

Re: Sole Source recommendation for AristaTek, Inc: PEAC-WMD hazmat software

Dear County Judge and Commissioners,

Recently our county Emergency Management department made a request for qualifying the **sole source purchase of PEAC-WMD hazmat software and maintenance from AristaTek, Inc. These items are supplied only by AristaTek, Inc. who is the owner, manufacturer, and the only provider of software maintenance and support.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring any additional analysis or consideration.
- A signed Sole Source Justification Request from Jarred Thomas, Director of Emergency Mgt.
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jarred Thomas, Director of Emergency Mgt.
- A price quote of requested items / services

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync

WILLIAMSON COUNTY

Welcome Blake.Skiles@wilco.org | Logout
Need assistance?
Contact us
or call 800-990-9339

Home Search Source Tools

Schedule Task Note

Vendor view of bid

Chat | Description

**Bid #SOS-1701 - Intent To Deem Aristatek As The Sole Source For PEAC-WMD Software** RFI

| | | | |
|---|---|---|---|
| **Time Left** | **closed** | **# of offers** | **0** |
| **Bid Started** | **Nov 4, 2016 8:58:33 AM CDT** | **Notifications** | Report (Bidder Activity) |
| **Bid Ended** | This bid closed on Nov 18, 2016 3:00:00 PM CST | **# of suppliers viewed** | **11** (View) |
| **Agency Information** | **Williamson County, Texas, TX** (view agency's bids) | **Q & A** | Questions & Answers |
| **Department** | Emergency Management (view department's bids) | | |
| **Bid Classifications** | Classification Codes | | |
| **Bid Regions** | Regions | | |
| **Bid Contact** | see contact information | | |
| **Delivery Location** | One or more of the following locations<br>**Williamson County, Texas**<br>No Location Specified<br>**Qty** 1<br>**Expected Expenditure** n/a | | |
| **View Rules** | Click here to change the rules for this bid. | | |
| **Bid Packet** | Packet for Bid SOS-1701 (download) | | |
| **Best and Final Offer:** | Create | | |

**Approval**

| | |
|---|---|
| **View Approval Flow** | View Approval Flow |
| **Approval Status** | Approved |

**Description**

| | |
|---|---|
| **Bid Number** | SOS-1701 |
| **Title** | Please Attach Any Supporting Documents To This Line |
| **Contract Duration** | 3 years |
| **Budgeted Amount** | $0.00 (change) |
| **Bid Comments** | Williamson County, Texas intends to award a sole-source contract with Aristatek for the following item(s):<br>PEAC-WMD Software<br>**THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.**<br>Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County.<br>If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.<br>If no affirmative responses are received by November 18, 2016 at 3:00 p.m. showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice.<br>Oral communications are not acceptable in response to this notice. |
| **Description** | Please Attach Any Supporting Documents To This Line |

**Williamson County Purchasing Department**
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# Sole Source Justification Request

**This request is for a:**

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Jarred Thomas / Office of Emergency Management

Requestor Title: Director Requestor Phone Number: 512-864-8269

Requested Sole Source Supplier:

Company Name: ARISTATEK

Contact Name: Matthew Stewart

Address 710 Garfield Ste. 220

City: Laramie State: WY Zip Code: 82070

Phone Number: 307-721-2126 Email Address: matts@aristatek.com

Website: www.aristatek.com

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

AristaTek, Inc will be providing their PEAC-WMD hazmat software and will integrate the Williamson County Tier II information into the software. The software itself performs many functions in one place, not found in any other single software platform. This includes, but is not limited to, what you will find outlined on the attached document. The software is intended to allow our safety stakeholders throughout the county to respond appropriately to hazardous materials events as well as develop plans and awareness of dangers posed by the hundreds of Tier II chemical facilities storing dangerous substances throughout Williamson County. Any support issues that arise in the future are handled in house by AristaTek with their dedicated IT staff. The company also provides all customers monthly hazmat training online that cannot be found anywhere else. As the head of the Williamson County Hazmat Team, a purchase through Williamson County Emergency Management will ensure consistent use among all those who make up our response team.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

These items need to be purchased prior to Dec. 31, 2016 and preferably by the second week of December to allow for invoicing and payment. This is a grant purchase with a hard deadline of the end of December.

Estimated Cost: $17,000

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

☒ The required item or service is proprietary to the supplier

☒ The recommended supplier holds the patent on the requested item(s)

☒ The recommended supplier is the only supplier capable of performing the requested service

☒ A specific item is needed

☒ To be compatible or interchangeable with existing hardware

☐ As a spare or replacement hardware

☐ For the repair or modification of existing hardware

☒ For technical evaluation or testing

☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

In talking with the manufacturer, we have learned that no other entity can provide the software with our Tier II chemical information. There are no software programs available that do all of what PEAC can do from a planning and response perspective, especially with the amount of detail the company can provide on our Tier II chemical facilities.

☒ There is a substantial risk in selecting another product or service provider.

If so, please describe:

As stated, there is no other service provided for the package we need. A different general fire response software program would not provide anywhere close to the level of detail on hazmat events and risks in our specific communities. PEAC is specifically a hazmat tool. To take full advantage of what our hazmat team and members are capable of, we need this software to allow them to respond most effectively and to be as informed and aware of the chemical hazards they may face throughout any location they respond to in the county.

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

AristaTek, Inc is the sole provider of the package we are requesting and no other company offers a similar product that can be tailored to Williamson County or encompass all the hazmat information we seek.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

**ACKNOWLEDGEMENT**

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 24, 2017

Signature: Jarred R. Thomas

** By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.**

# AristaTek, Inc. Quote

**Quote Date:** 11/29/2016
**Quote Number:** F416-650F

**Voice: 877-912-2200**
**Fax 307-755-5862**

**Customer Information**

Customer Name: Williamson County Emergency Management
Address: 303 MLK Street
Address:
City, State, and Zip: Georgetown, TX 78626
Phone: 512.864.8269
Attention: Jarred Thomas

**AristaTek, Inc.**
**710 Garfield St, Suite 220**
**Laramie, WY 82070**

| Product Code | Description | Unit Price | Qty | Amount |
|---|---|---|---|---|
| PEAC-WMD WIN V6 | PEAC-WMD v6 Software Application and Database for Windows with software upgrades, and technical support. (one license per installed computer/seat required.) Package includes 12 copies of PEAC-WMD and upgrades and technical support for these and all other Wilco licenses through August 31st, 2018. | $ 1,388.75 | 12 | $16,665.00 |
| TECH-SUP WIN 1 | Tech-Sup Win 1 - PEAC-WMD Windows one (1) additional year after initial years of technical support and software upgrades. Cost is per license. (Shown to relfect optional renewal cost per license in future years.) | $ 350.00 | 0 | $0.00 |
| | | | | |
| | Subtotal | | | $ 16,665.00 |
| | Other: | | | $ - |
| | **Shipping and handling** | | | |
| | **TOTAL AMOUNT** | | | $ 16,665.00 |

**Quote Provided by:** Matthew Stewart

**Matthew Stewart**
**Total Amount Expressed in US Dollars**
**This quote is valid for 90 days unless otherwise stated.**

Orders must be accompanied by either:

1. A check for full amount, or
2. A duly authorized company Purchase Order (PO), or
3. A valid charge card information (MasterCard, Visa, AmEx - including card number, expiration date, and name on card).

**All sales are governed by AristaTek's Licensing Agreement, and all products are subject to AristaTek's Limited Warranty. The License Agreement and Limited Warranty are found on our web site at www.aristatek.com.**

**Provisions in customer's Purchase Orders contrary to these conditions are not binding upon us unless accepted by us in writing.**

**AristaTek, Inc. Certificates and Representations:**

Dunn & Bradstreet No: 069288798 EIN: 83-0325339 CAGE Code: 1LBM8

**AristaTek is a Certified HUBZone Small Business Concern**

# Appendix C - Warranties and Limits of Liability

## PEAC® LICENSE AGREEMENT

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THE SEALED PORTION OF THE PROGRAM'S PRODUCT PACKAGING. YOU AGREE THAT YOUR: (A) DOWNLOADING OF THE PROGRAM, (B) OPENING OF THE SEALED PORTION OF THE PRODUCT PACKAGING, (C) INITIATING ANY DOWNLOAD OF THE PROGRAM, OR (D) USE OF THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU DO NOT AGREE WITH THE TERMS CONTAINED HEREIN AND IF YOU HAVE A SEALED PACKAGE WITH THE PROGRAM, YOU MAY PROMPTLY RETURN THE PACKAGE UNOPENED FOR A FULL REFUND. HOWEVER, IF YOU HAVE DOWNLOADED THE PROGRAM, YOU WILL NOT BE ENTITLED TO A REFUND IF YOU DO NOT AGREE WITH THE TERMS HEREIN.

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2. Use the Program and Documentation for business and commercial purposes only; and
3. Utilize the Documentation only in conjunction with the use of the Program.

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In addition, AristaTek from time to time may update its Programs and Documentation for registered users. If You are not registered, You will not receive an update. In the event an update is received, You agree to destroy or return all prior versions of the Program or Documentation

and acknowledges that such update will be governed by the terms of this License Agreement.

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CALCULATIONS BASED ON SUCH CHEMICAL DATA SHOULD SUCH DATA BE INACCURATE AND, IN USING THE PROGRAM, YOU RECOGNIZE AND ACCEPT ALL RISKS THAT MAY ARISE FROM SUCH DATA BEING INACCURATE.

Support. For a period of one (1) year from the date You receive the Program, AristaTek agrees to provide reasonable software telephonic support at the phone numbers listed below for any questions related to the use of the Program. Subsequent to that time, contact AristaTek for a description of the available options for continued support.

Limitation of Liability

YOU AGREE THAT IN NO CASE SHALL ARISTATEK, ITS EMPLOYEES, AGENTS, OR SUPPLIERS (THE "PROTECTED PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES, ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY IN TORT OR WARRANTY (INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF DATA, LOSS OF LIFE, PERSONAL INJURY, DAMAGES FROM BUSINESS INTERRUPTION, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED IN CONJUNCTION WITH THE PRODUCTS, EVEN IF ARISTATEK, ITS EMPLOYEES, AGENTS, OR SUPPLIERS, OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR OTHER RELIEF ARISING OUT OF OR RELATED TO, THIS AGREEMENT OR: (A) YOUR USE OR THE INABILITY TO USE THE PROGRAM OR DOCUMENTATION; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE PROGRAM; (C) UNAUTHORIZED ACCESS OF OR ALTERNATION OF YOUR TRANSMISSIONS OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE PROGRAM OR DOCUMENTATION. IN NO EVENT SHALL ARISTATEK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO ARISTATEK, IF ANY, TO LICENSE THE PROGRAM AND DOCUMENTATION.

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In the event any provision of this License Agreement is deemed unenforceable, or void, or invalid, such provision shall be modified so as to make it valid and enforceable and as so modified the entire agreement shall remain in full force and effect. You agree that this License Agreement sets forth the entire understanding and agreements between the parties, and supersedes any proposed dealings, whether oral or written, and any other communications relating to the subject matter contained herein, and no written or oral representations of any kind whatsoever shall in any way modify or expand the terms of this License Agreement. This License Agreement may be amended, modified or supplemented at any time by the parties to this Agreement only by an instrument in writing signed by each party.

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Indemnity. AristaTek shall be responsible only to User; no responsibility to any third party shall be created. To the maximum extent permitted under applicable law, User agrees to indemnify and hold harmless AristaTek, its officers, directors, employees, suppliers, and agents (the "AristaTek Group") against any and all claims, losses, damages, liability and expenses of any kind brought by or on behalf of User or any third party that arise out of or relate to User's use of the Program or Documentation or any other act or omission of the User, included, but no limited to, failure to comply with any applicable law, rule or regulation.

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Should you have any questions concerning this agreement you may contact AristaTek, Inc., 710 Garfield St., Suite 220, Laramie, Wyoming 82070-3912; Telephone: 1-307-721-2126 or (toll free in North America) 1-877-912-2200; Facsimile: 1-307-755-5862.

**AristaTek, Inc.**
710 Garfield, Suite 220
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FAX: 307-755-5862
www.aristatek.com

***AristaTek is a Certified HUBZone Small Business Concern***

**AristaTek, Inc. Certificates and Representations**

Dunn & Bradstreet No: 069288798 EIN: 83-0325339 CAGE Code: 1LBM8

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## Technical Specifications for the PEAC-WMD™(v6) software application:

The software application shall have the following self-contained capabilities that are not dependent on external support systems:

1. Provides a comprehensive database of TICs/TIMs (toxic industrial chemicals & toxic industrial materials), CWAs (chemical warfare agents), and CWA precursors that include chemical properties (e.g., flash point, auto ignition temperature, melting point, boiling point, vapor density, vapor pressure, molecular weight, chemical formula), NFPA 704 Hazard Classification rating indicator, synonyms, symptoms of exposure, Emergency Response Guide numbers and procedures from the US DOT, Transport Canada and Secretariat of Transport and Communications, and published toxicity values.
2. Provides an advanced search tool for finding a substance in the comprehensive database by using a partial segment of the name, UN#, or CAS#.
3. Provides recommended respirators types for different concentration levels of individual chemicals within the database.
4. Provides chemical protective clothing (CPC) manufacturer's tested breakthrough times (ASTM Method F-739) for specific products for a specific chemical.
5. Provides third party stand-alone and searchable databases including the USCG CHRIS Manual, US DOT Emergency Response Guidebook, NIOSH Pocket Guide, and the CDC Medical Management Guidelines.
6. Provides embedded browser for direct access to Internet search for chemical names or CAS# to supplement internal databases content.
7. Provides assessment of potential chemical reactions when there is a possibility of multiple chemicals coming into contact.
8. Provides access to a database of Advanced Life Support and Basic Life Support (ALS/BLS) Protocols developed for personnel exposed to hazardous chemicals.
9. Provides access to extensive database of biological agents (diseases and toxins) that includes natural hosts, symptoms of exposure, incubation period, treatment, and fatality rate for non-treatment.
10. Provides access to an integrated database of radioactive isotopes to include half-lives; alpha, beta and gamma energies; daughter isotopes; inhalation and ingestion exposure limits; symptoms of exposure based on dose; and the algorithms to compute the travel distance of beta particles in different mediums.
11. Provides access to an integrated database of pesticides with chemical properties, shipping class, typical formulations, water solubility, and brand names listing.
12. Provides access to technical consensus database of chemicals and substances typically used in clandestine Methamphetamine laboratories.
13. Provides toxic and flammable vapors plume-modeling software integrated to the internal TIC and CWA databases. Provides patented computations of a Protective Action Distance or exclusion zone when the material involved can create a vapor cloud. Input of local atmospheric conditions (to include wind speed, temperature, cloud cover) plus surface roughness, container dimensions, and description of source develops an exclusion zone after assessing atmospheric stability, evaporation rates for liquid pools, flow rates through orifices, plus dense-gas and neutrally

buoyant vapor cloud behaviors. Interface to an external portable meteorological monitoring station (also referred to as a SAM – *Station for Atmospheric Measurement*) is provided to allow automatic integration for sensor readings to populate meteorological inputs.

14. Provides later recall of previous described Protective Action Distance or exclusion zone computations for post incident report generation as an automatic integrated data collection and information gathering process requiring no operator intervention during the incident.
15. Provides ability to create, save, edit and manipulate an unlimited number of "working entries" that document hazardous materials related to a specific site or involved in an incident. Also displays a "threat matrix" of any set of working entries to provide a rapid assessment of the individual components.
16. Provides timestamp and record of all actions taken by the user for later recall to assess procedures performed and sequence of actions as part of the automatic integrated data collection and information gathering process requiring no operator intervention during the incident. Additional record collection shall also be available to be instigated by user such that all actions are redundantly collected into an identifiable folder that can be associated with a specific incident for easier retrieval and after action review.
17. Provides access to complete US DOD Military Chemical Exposure Guidelines for TICs and CWAs.
18. Provides access to extensive database of explosives and their TNT equivalence plus provides access to the Vehicle Bomb Tables as published by the US ATF. Tightly integrated with the explosives database is the Explosion Calculator that provides pre-blast prediction of appropriate standoff distances for explosives or IEDs (improvised explosive devices). Computes standoff distances for over pressurization based on user selected threshold value, plus distances for hazard fragments.
19. Provides access to an IED "cheat sheet" of different sized IEDs or VBIEDs in a tabular format that displays recommended safe standoff distances from blast effects and hazardous fragmentation with a one step direct mapping capability.
20. Provides computation of appropriate standoff distances from unconfined vapor cloud explosion based on predicted radiant heat and over pressurization Levels of Concern correlated with damage thresholds.
21. Provides computation of an estimated maximum radiological dose for personnel entering radioactive fallout contaminated zone for a specified amount of time after detonation of a fission device.
22. Provides computation of distances from "ground zero" to a user specified Level of Concern for overpressure, radiant heat injury and radiation dose after denotation of a nuclear device of a specified or estimated yield.
23. Provides computation of the estimated gamma radiation dose based on the identified isotope and source size with user providing distance from source and time of exposure to the isotope source.
24. Provides computation of safe standoff distance from a liquid pool fire for user specified Level of Concern related to different types of heat injuries to personnel with unprotected skin. Also provide an estimated duration of the pool fire if no offensive fire suppression action is taken.
25. All computational tools that generate an exclusion zone or appropriate safe standoff distance shall also generate an ESRI compatible shapefile that can be uploaded to an appropriate GIS or mapping software application allowing the display of the corresponding polygon that graphically represents the computed exclusion zone or safe standoff distance.
26. Provides interface with standard GPS devices on PCs and access their output programmatically.
27. Provides a seamless integrated street mapping tool with installed maps to display a generated ESRI compatible shapefile for locations in the USA fifty states and territories.
28. Provides a seamless interface to the Google Earth™ mapping resource that allows display of a generated ESRI compatible shapefile for any location worldwide.
29. Provides a geo-code utility based on street address as an optional method to locate the geographical location of an incident.
30. Provides an integrated Forms tool to allow access to pdf templates of NIMS (National Incident Management System) standard forms and other template forms that can be populated with required information, saved, modified, recalled, printed, or emailed to a user specified recipient. Forms auto-populate common field names found in the ICS NIMS Forms to simplify data entry.

Provides for auto-populating of certain ICS Forms: (a) the ICS 208 Form to include chemical properties from substances the user has selected for the application's Working Entries List and (b) the insertion of a Results Report map into either the ICS From 201 or Form 208.

31. Provides a Tear Off Topic feature that allows user to retain on the desktop different window displays of pertinent information while continuing to review other information displays.
32. Provides automatic creation of the DHS CAP 1.0 (Common Alerting Protocol) XML formatted text file that can be emailed to a user specified recipient based on the results for each integrated computational tool.
33. Provides access to National Weather Service hourly forecast information in graphical or tabular formats for the current location if Internet connectivity is available.
34. Provides access to an interactive and stand-alone glossary of HAZMAT and WMD terms.
35. Provides facilities for a user to import user-defined data that can be associated with only a specific substance or available globally.
36. Provides search capability of the descriptive or symptom fields within the database for user specified terms or words and display matching entries.
37. Provides analysis of subjective symptoms of a mass casualty incident and indicate the likely class of agent used to create the mass casualties.
38. Provides an automatic logging capability to capture all actions performed using the application plus allow user generated notes to be created such that all records are time stamped and available as a formatted report for after-action-reviews or to develop post incident reports.
39. Provides print capabilities to local printer for all data and computational results reports.
40. Provides email facilities for all data and computational results reports.
41. Compatible with any laptop, desktop or Tablet PC running Windows XP/Vista/Windows 7.
42. Application shall have been a COTS product used by both military and civilian responders for over thirteen (13) years.



## Background and History of the PEAC-WMD™ application

The first version of the PEAC® system was developed in 1996 at the University of Wyoming Research Corporation (UWRC) and offered on the Apple Newton MessagePad handheld computer. UWRC conducted research under federal contracts authorized in 1986 under the Superfund and Reauthorization Act (SARA) and in 1990 under the Clean Air Act Amendments (CAAA) to develop databases and expand technology to respond to hazardous chemical spills in transportation, storage, and industrial facilities. Industry, DOE, EPA and DoD participated in the research leading to the databases that were used in development of the patented PEAC system.

DOE testing facilities were available for one-of-a-kind field-testing not available to the general public. Because of Technology Transfer funded by the federal government the Nation is benefiting from the PEAC technology. The PEAC system has a patented dispersion model and one-of-a-kind features developed from actual chemical spills field experiments. The founders of AristaTek who were former employees of UWRC own the patent (US patent # 5,724,255, filed 8/27/96 and issued 3/3/98), the PEAC technology, and are the sole source and manufacturer of the PEAC system. The PEAC product has been a commercial-off-the-shelf (COTS) product since 1996, and is currently used by both civilian and military emergency First Responders:

- All National Guard's CSTs (Civil Support Teams)
- All USAF base Fire & Emergency Services
- All 50 states by First Responders, state, local law enforcement, and industry.
- Active DoD units deployed in Iraq, Afghanistan, Kuwait, and Korea with US military.
- Many of the HAZMAT/WMD training facilities in the USA including: CSTI (California Specialized Training Institute), DOD Fire and Emergency Services' Louis F. Garland Fire Academy located at Goodfellow AFB, US Army's Incident Response Training Department (IRTD) Fort Leonard Wood MO, Michigan State Police, Midwest Training Consortium and the Center for National Response.
- Used at ground zero WTC on 9/11/01 and the 2004 summer Olympics.
- The chemical warfare data and dispersion modeling have been evaluated by SBCCOM's ECBC (Edgewood Chemical Biological Center) as part of a project funded by TSWG (Technical Support Working Group) in 1999.

**PEAC-WMD™ (v6) Capabilities**

The tool has 100,000+ hazardous materials including toxic industrial chemicals (TICs), chemical warfare agents and precursors, biological agents, radiological isotopes, and explosives for persons responding to hazardous materials releases or terrorist events involving weapons of mass destruction (WMD). The emergency response tool provides information from databases that include:

- Chemical/physical properties
- Synonyms
- DOT Emergency Response Guidelines
- USCG CHRIS Manual
- NIOSH Pocket Guide
- ASTDR Medical Management Guidelines
- NIMS Forms with auto-populating services
- ALS/BLS Protocols for hazmat exposure
- DoD's Military Chemical Exposure Guidelines
- PPE recommendations (Respirators & CPC)
- EPA Acute Exposure Guideline Levels
- EPA Chemical Reactivity Worksheet
- DoD's NBC Indicator Matrix (identify class of agent by mass casualties symptoms)
- ATF Vehicle Bomb Table
- DHS's CAP XML file generation
- Email capabilities for all reports
- IED Table with standoff distances and a one step direct mapping interface

Integrated computational tools include:

- Plume model
- Explosion Calculator
- Fireball Calculator for unconfined vapor cloud explosions
- Gamma Dose Calculator
- Fallout Dose Calculator
- Nuclear Detonation Calculator
- Pool Fire Calculator
- Seamless integrated street mapping tool and interface to Google Earth™
- Incident Manager, which supports after-action-reviews of an incident by recording all activities initiated within the PEAC app and user generated notes that are time stamped and available as a report

The PEAC-WMD for Windows software will run on a desktop, laptop, or Tablet PC running the following operating systems - Windows XP/Vista/Windows 7.

©2012

ARISTATEK

Mr. Jarred Thomas
Williamson County
911 Tracy Chambers Lane
Georgetown, TX 78626
10/28/2016

RE: Sole Source Vendor of PEAC-WMD Software

Dear Mr. Thomas,

This letter is in reference to the PEAC-WMD Software program. The quoted configuration outlined in Quote Number 4EA9-8B13 can only be purchased directly from AristaTek, the manufacturer. Any support required on the software such as moving it to new computers, reinstalling if accidentally removed, etc, is also performed in house and not outsourced to a third party. All complimentary training offered to our customers is also performed in house.

As discussed, no other software program offers the collection of hazmat information needed by the Williamson County Hazmat Team. The collection of hazmat resources paired with incident management functions cannot be found in one other program, or even a combination of multiple programs.

No other program offers the analysis of Tier II information we provide and awareness our software creates by comparing individual chemical risks at a facility to one another, showing all chemical reactions, and perhaps just as important, the ability to compare your in house chemical protective clothing (CPC) to the inventory at each facility to determine if your CPC inventory will allow you to respond to a facility, regardless of what is taking place.

As discussed, there are multiple facets of the PEAC-WMD software that cannot be found anywhere else (let alone in one program) including but not limited to the patent we have on our plume model, proprietary chemical information developed by our in house PHD chemist, Tier II awareness tables, modeling tools beyond plumes (radiation, explosives, fireballs, pool fires, etc.), integration of your own SAM weather stations and PIDs, auto-populating ICS forms with chemical information, etc.

Should you need any additional information or additional references, please contact me by phone at 307-721-2126 ext. 813 or by e-mail at matts@aristatek.com.

Sincerely,

Matthew Stewart

Matthew Stewart
AristaTek, Inc.

710 GARFIELD ST, SUITE 220, LARAMIE, WY 82070-3912 • PHONE: (307) 721-2126 • (877) 912-2200 • FAX: (307) 755-5862

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

**STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared S. Bruce King, who after being duly sworn on oath stated the following:

My name is S. Bruce King. My title is Anista Tek Inc /CEO.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PEAC-WMD Software w/Williamson County Integrated Tier II information. I am the sole-source supplier of this item because: No other vendor or software mfr offers this configuration and customization we can perform. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

**IN WITNESS WHEREOF,** the undersigned has executed this Affidavit on the 28th day of October, 2011.

S. Bruce King
[Signature]

S. Bruce King /CEO
[Printed Name] [Title]

**SWORN TO AND SUBSCRIBED** before me on October 28, 2011, by S. Bruce King.
[Printed Name]

Clarice Luck
[Signature] Notary Public

CLARICE LUCK NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES 5/3/17

State of Wyoming
My Commission expires on 5/3/17

November 2, 2016

To: Williamson County Purchasing Department

Re: Sole Source Recommendation

To whom it may concern:

Williamson County boast about increased levels of preparedness and response to incidents involving the unplanned and/or uncontrolled release of hazardous materials. Primary components to any such incident is that of research and planning the potential impacts to the areas surrounding the incident site. The PEAC-WMD software serves a comprehensive solution for response to hazardous chemical incidents. I recommend Aristatek, as a Sole Source provider, for their PEAC-WMD Software for hazardous materials response for the reasons outlined below.

1. They have a patent on their plume and studies have been done showing how it differs from MARPLOT and how they take proper variables into account for night time modeling that other programs don't. This is all based off their own field studies with different government agencies for various legislation in the past. - US patent # 5,724,255, filed 8/27/96 and issued 3/3/98
2. They have proprietary information in PEAC for technical reference in terms of responder guidelines for fire, EMS, and law enforcement. They also create their own in house substance sheet for each entry, whether it be an isotope, chemical, bio agent, etc, making them the only company that can provide proprietary information on chemicals, regardless of their inclusion in standard reference guides.
3. They are the only software in the marketplace that builds tables for end users outlining the specific dangers at each Tier II facility. These include plume risks, fire, water reactive substances, etc.
4. They are the only software that allows you to model plumes, fireballs, explosives, pool fires, and radiation in one program. They are also the only program I know if that seamlessly allows users to model on the specific inventory of their facilities once they are within the facility submittal itself.
5. They are the only software program that integrates with each of the following: SAM weather stations, CPC breakthrough times, PID and LEL calculations, and multiple mapping systems including ESRI based and reverse 911.
6. They are the only program that can search for unknown substances in one tool based on a combination of information such as part of a CAS # along with a chemical description and symptoms.
7. Using PEAC is the only software that also entitles all users to the technical papers they do for people like the State Fire Marshal, crude oil shipments, propane use, etc.

**OFFICE OF EMERGENCY MANAGEMENT**
911 Tracy Chambers Lane •GEORGETOWN, TX 78626
(512) 943-1911 • FAX (512) 864-8227

8. They are the only software that auto-populates ICS information including physical and chemical properties. They are also the only program that can automate our local Williamson County forms as well.
9. They are the only hazmat software system that allows 100% of information generated to be shared with non PEAC users without them needing the program installed on their own device. They are also the only one that can automatically save, archive, and store everything you create and view.
10. They are the only software that allows unlimited reference guides to be viewed simultaneously to accommodate our standard protocol of multiple reference checks during a hazmat event.

Sincerely,

Jarred Thomas, Director

**OFFICE OF EMERGENCY MANAGEMENT**
911 Tracy Chambers Lane •GEORGETOWN, TX 78626
(512) 943-1911 • FAX (512) 864-8227

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 12/13/2016

Approving New Agreement For Brazos Software And Hardware

**Submitted For:** Max Bricka **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the new Agreement with Tyler Technologies for Brazos Software and Hardware for JP3, JP4 and Patrol Departments.

**Background**

This was requested by Richard Semple, IT Director II for the IT Department; This new Agreement is for Brazos Software and Hardware is on the NJPA COOP. The hardware is handheld ticket writers. The officers in the field will use these devices to create electronic tickets, and then the tickets generated will be electronically sent to the JP offices using the Brazos Software. Currently they are hand writing and typing everything into the system. This hardware and software will eliminate that process, saving time for the Departments involved. The investment for this software, products and services to be delivered by Tyler Technologies is $58,535.00. Please see Exhibit A in the Agreement for a breakdown of the costs.

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**Fiscal Impact**

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

**Attachments**

1 - Agreement

2 - Form 1295

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Sydney Richardson | | Started On: 12/08/2016 07:49 AM |
| Final Approval Date: 12/08/2016 | | |



# LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of the National Joint Powers Alliance ("NJPA") under member number 9076;

WHEREAS, Tyler participated in the competitive bid process in response to NJPA's RFP #113011 by submitting a proposal, on which NJPA awarded Tyler an NJPA contract, numbered 113011-TTI (hereinafter, the "NJPA Contract");

WHEREAS, documentation of the NJPA's competitive bid process, as well as Tyler's contract with and pricing information for the NJPA is available at http://www.njpacoop.org/national-cooperative-contract-solutions/contracts-general/technology-security-communications-solutions/113011-tti/; and

WHEREAS Client desires to purchase off the NJPA contract to procure Brazos Software from Tyler, which Tyler agrees to deliver pursuant to the NJPA contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

**SECTION A – DEFINITIONS**

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Williamson County.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Hosting Services"** means the hosting services we will provide for the Tyler Software as set forth in the

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Investment Summary, for the fees set forth therein.

- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 2 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software, Third Party Hardware, and Third Party Services.
- **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

**SECTION B – HARDWARE AND SOFTWARE**

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

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1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

5. Hardware. We agree to sell to you the hardware (which may include Third Party Hardware) identified in the Investment Summary.

**SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional

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work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. Client Assistance. You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required. This cooperation includes at least working with us to schedule the services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D – MAINTENANCE AND SUPPORT**

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

   (i) receive the lowest priority under our Support Call Process;
   (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
   (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
   (iv) be charged for a minimum of two (2) hours of support services for every support call; and
   (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

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## SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## SECTION F – HOSTING SERVICES

1. We will either host or engage Third Party Services in order to host the Tyler Software set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Section F, and the other applicable terms of this Agreement. If you

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fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.

2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Tyler Software is transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

**SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

**SECTION H – TERMINATION**

1. Term. The initial term of this Agreement is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section J(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and

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expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

3. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You will not use a termination for lack of appropriations as a substitute for termination for convenience.

4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

**SECTION I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section I(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and

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refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS I(1) AND I(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

**SECTION J – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us.

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No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;

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(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Client Authority. You represent and warrant that you enter into this Agreement with the approval of your governing body and in accordance with all applicable statutory requirements.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its rules on conflicts of law.

21. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

22. Payment Pursuant to Texas Prompt Payment Act. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client 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 Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify Tyler of the invoice discrepancy. Following Client's notification of any discrepancy as to an invoice, Tyler must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

23. Right to Audit. Tyler agrees that Client 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 Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, once per year, upon one week's written notice. Tyler agrees that the Client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

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24. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Maintenance and Support Agreement |
| | Schedule 1: Service Level Agreement |
| | Schedule 2: Support Call Process |

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: Bret Dixon

Title: President, Justice Group

Date: 11/30/2016

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Williamson County, TX

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
Williamson County
508 S. Rock St.
Georgetown, TX 78626
Attention: _____

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## Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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| Quantity | Mfg_PartNumber | Product Description | Sales Price | Total Price |
|---|---|---|---|---|
| 1.00 | Setup & Config | Set Up & Config | $ 9,000.00 | $ 9,000.00 |
| 1.00 | SVC. Project Management | SERVICES: Project Management (plus per diem as needed if not remote) | $ 1,500.00 | $ 1,500.00 |
| 1.00 | Training: Standard | Standard Training Package:<br>INCLUDES: onsite officer/employee training including classroom and OJT training (maximum group size =14); Online Reference Materials; One (1) day (remote) administrator training | $ 3,500.00 | $ 3,500.00 |
| 1.00 | INTERFACE: CMS - Tyler Odyssey | INTERFACE: Tyler Odyssey Court Case Management System- (Odyssey Billed integration fee of approx $4500.00) | $ 0.00 | $ 0.00 |
| 1.00 | INTERFACE: RMS - SungardPS OSSI | INTERFACE: SungardPS OSSI Records Management System. (Annual Maintenance Fees apply) | $ 3,000.00 | $ 3,000.00 |
| 1.00 | TASK: Driver Exchange Module | TASK: Driver Exchange Module | $ 2,500.00 | $ 2,500.00 |
| 1.00 | TASK: Tow Report (standard) | TASK: Tow/Impound Report (standard) | $ 2,500.00 | $ 2,500.00 |
| 10.00 | LIC: REF License -PDA- NJPA Contract | LICENSE: eCitation - Brazos Rapid Extension Framework (REF) Software License - PDA (annual maintenance fees apply) 10% NJPA Contract Discount applied off $850 reg. fee | $ 765.00 | $ 7,650.00 |
| | | *****<br><br>RECURRING ANNUAL MAINTENANCE FEES: $3,500.00<br><br>LIC: REF License -PDA- $250 ea X 10 UNITS = $2,500.00<br>OSSI- Sungard Interface- $1,000.00<br><br>This fee begins at the start of the second year, therefore the first year is included.<br><br>***** | | |
| 10.00 | FZ-N1ABCAZZM | PANASONIC, ANDROID 5.1.1, QC SNAPDRAGON 2.3GHZ QUAD CORE, 4.7" HD 10-PT GLOVED MULTI, 2GB, 16GB, WIFI A/B/G/N/AC, BT, 4G LTE AT&T/VERIZON SIM SLOTS (VOICE/DATA), WEBCAM, 8MP CAM, NFC, 2D BAR LASER SE4750, NO DRIVE, NO AC ADAPTER | $ 1,395.00 | $ 13,950.00 |
| 10.00 | FZ-SVCTPNF3Y | Panasonic Toughpad - Protection Plus, 3 year | $ 235.00 | $ 2,350.00 |

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| Quantity | Mfg_PartNumber | Product Description | Sales Price | Total Price |
|---|---|---|---|---|
| 10.00 | FZ-VSTN11U | Panasonic, Hand Strap (large), FZ-N1, FZ-F1 | $ 39.00 | $ 390.00 |
| 3.00 | FZ-VEBN121M | Panasonic, 4 Bay Desktop cradle with 110w Power Supply and AC cord, FZ-N1, FZ-F1 | $ 725.00 | $ 2,175.00 |
| 10.00 | FZ-VZSUN120U | Panasonic, Long Life Battery, (6400 MAH), FZ-N1, FZ-F1 | $ 125.00 | $ 1,250.00 |
| 10.00 | ZQ52-AUE0000-00 | Zebra, Printer, ZQ520,4",BT 4.0,GROUP O | $ 670.00 | $ 6,700.00 |
| 3.00 | AC18177-5 | Zebra, QUAD Battery Charger (for use with ZQ500, RW420/RW220) | $ 345.00 | $ 1,035.00 |
| 10.00 | P1031365-059 | Zebra, ZQ500, 2 cell battery (for use with QLN220,320 or ZQ510,ZQ520) | $ 72.00 | $ 720.00 |
| 3.00 | LD-R4KN5B | Zebra, RW420/ZQ520 Paper, Z-Select 4000D 3.2 mil receipt paper, direct thermal, 4" X 81.25', 0.75" core, 2.25" OD, 25 year archiveability, 36 rolls per case. | $ 105.00 | $ 315.00 |

| | |
|---|---|
| Subtotal | $ 58,535.00 |
| Tax | |
| **Grand Total** | **$ 58,535.00** |

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# Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

**Invoicing**: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced upon the Effective Date.

   1.2 *Maintenance and Support Fees*: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler's then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. Professional Services.

   2.1 *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.

   2.2 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

   3.1 *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

   4.1 *Third Party Software License Fees*: License fees for Third Party Software are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

4.4 *Third Party Services*: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

| | |
|---|---|
| Bank: | Wells Fargo Bank, N.A.<br>420 Montgomery<br>San Francisco, CA 94104 |
| ABA: | 121000248 |
| Account: | 4124302472 |
| Beneficiary: | Tyler Technologies, Inc. – Operating |

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# Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

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B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

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A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

| | |
|---|---|
| Depart before 12:00 noon | Lunch and dinner |
| Depart after 12:00 noon | Dinner |

Return Day

| | |
|---|---|
| Return before 12:00 noon | Breakfast |
| Return between 12:00 noon & 7:00 p.m. | Breakfast and lunch |
| Return after 7:00 p.m.* | Breakfast, lunch and dinner |

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

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## Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

   3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as



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well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 2.

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# Service Level Agreement

## Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

## Definitions

*Attainment:* The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

*Client Error Incident*: Any service unavailability resulting from Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

*Downtime*: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

*Service Availability*: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

## Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

## Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar year.



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Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

**Tyler Responsibilities**

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

**Client Relief**

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

| Targeted Attainment | Actual Attainment | Client Relief |
|---|---|---|
| 100% | 98-99% | Remedial action will be taken at no additional cost to Client. |
| 100% | 95-97% | Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle |

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| | | |
|---|---|---|
| 100% | <95% | Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle will be posted to next billing cycle |

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

**Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

**Force Majeure**

Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.

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All Rights Reserved



# Support Call Process

## *Support Channels*

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption.

## *Support Availability*

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

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## *Issue Handling*

*Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

*Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 1<br>Critical | Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions. | Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |
| 2<br>High | Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data. | Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database. |
| 3<br>Medium | Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure. | Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database. |

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| Priority Level | Characteristics of Support Incident | Resolution Targets |
|---|---|---|
| 4 Non-critical | Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level. | Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release. |

*Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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All Rights Reserved

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-141409

**Date Filed:**
11/30/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Tyler Technologies, Inc.
Plano, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
N/A
Brazos Software Products and Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Pope, Daniel | Plano, TX United States | X | |
| Yeaman, John | Plano, TX United States | X | |
| Marr, Jr., John | Yarmouth, ME United States | X | |
| Brattain, Donald | Plano, TX United States | X | |
| King, Jr., J. Luther | Plano, TX United States | X | |
| Womble, Dustin | Lubbock, TX United States | X | |
| Cline, Brenda | Plano, TX United States | X | |
| Carter, Glenn | Plano, TX United States | X | |
| Moore, Jr., H. Lynn | Plano, TX United States | X | |
| Miller, Brian | Plano, TX United States | X | |
| Leinweber, Larry | Plano, TX United States | X | |
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# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
N/A
Brazos Software Products and Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SHERRY CLARK
Notary Public, State of Texas
Comm. Expires 09-29-2020
Notary ID 130842141

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Seekamp, this the 1st day of December, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Sherry Clark — Printed name of officer administering oath | Notary — Title of officer administering oath

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 12/13/2016

rejection of proposal for Payroll Services for temporary Labor for Elections

**Submitted By:** Kerstin Hancock, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on rejecting the only proposal received for RFP#1606-093, Payroll Services for existing Temporary Labor for Elections Administration from Nova Management.

**Background**

The Evaluation Committee is recommending rejecting the only proposal received from Nova Management as it exceeded the amount budgeted for this service. The specifications will be revised and re-advertised at a later time.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Kerstin Hancock | | Started On: 12/08/2016 08:41 AM |
| Final Approval Date: 12/08/2016 | | |

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 12/13/2016

Approve Change Order for Hazard Fuels Reduction

**Submitted For:** Max Bricka **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Change Order on the Hazard Fuels Reduction Program Contract 1605-085, with Quality Tree and Lawn.

**Background**

This was requested by Gregory Williams, Deputy Director of Office of Emergency Management; This Change Order was created because the fuels reduction project currently underway at the Southwest Williamson County Regional Park is anticipated to exceed the 4 mile (21,120 feet) threshold originally identified in the bid. In order to complete the intent outlined in the bid and grant documents, additional work beyond the 4 mile mark must be completed. At this time, it appears that up to 5,280 additional feet will need to be cleared. This will not affect the project schedule. The additional feet cleared will be charged at the rate of $9.16193182 per foot (this equates from the original amount requested, 21,120 feet, divided into the original quote submitted of $193,500.00 for the project). The Contractor will not exceed the additional 5,280 feet (25% of the original cost of the bid). Original Bid documents are attached for reference, because this was awarded in BidSync, so a contract was not created.

---

**Fiscal Impact**

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

**Attachments**

1 - Change Order

2 - Form 1295

3 - Original Bid Documents

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Sydney Richardson | | Started On: 12/08/2016 09:31 AM |
| Final Approval Date: 12/08/2016 | | |

## Quality Tree and Lawn

## Change Order to Williamson County IFB #1605-085 – Hazard Fuels Reduction Program

Title of Change:
Continuance of Fuels Reduction Activities within Southwest Williamson County Regional Park.

Change Items:
Continuance of fuels reduction activities within the grant allowable target area.

Scope of Change:
The fuels reduction project currently underway at the Southwest Williamson County Regional Park is anticipated to exceed the 4 mile (21,120 feet) threshold as identified within IFB #1605-085. In order to complete the intent of the fuels reduction project as outlined in the bid and grant documents additional work beyond the 4 mile mark must be completed. At this time, it appears that up to 5,280 additional feet will need to be cleared in order to complete the objectives outlined in the original bid.

Schedule:
This change will not affect the project schedule.

Cost Detail:
IFB #1605-085 was submitted in the amount of $193,500. This equates to $9.16193182 per foot for the 21,120 feet originally bid.

Modified:
Additional feet cleared at the direction of County staff beyond 4 miles (21,120 feet) will be cleared at the originally bid rate of $9.16193182 per foot. Contractor will not exceed 5,280 feet (or 25% of the original bid).

**Note: Contract documents consist of IFB #1605-085, respondent's response(s), and this Change Order once approved by the Williamson County Commissioners Court.**

The Parties hereto, through duly authorized representatives, have executed this Change Request:

| Quality Tree and Lawn | Williamson County, TX |
|---|---|
| Authorized Signature | Authorized Signature |
| Print Name and Title | Print Name and Title |
| 12/01/2016 | |
| Date | Date |

NOTARY PUBLIC STATE OF TEXAS
Bonnie Jean Robinder
My Commission Expires
10/09/2019

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2016-143885

**Date Filed:**
12/07/2016

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Quality Tree and Lawn
Leander, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
Bid 1605-085
Hazard Fuels Reduction Program clearing a fire break around Williamson County Regional Park.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Joiner Jr., Carl | Leander, TX United States | X | |
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| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
Bonnie Jean Robinder
My Commission Expires
10/09/2019

Carl Joiner Jr.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bonnie Robinder, this the 8th day of December 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Bonnie Robinder — Printed name of officer administering oath | Notary — Title of officer administering oath

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

# WILLIAMSON COUNTY PURCHASING DEPARTMENT

# SOLICITATION

## Hazard Fuels Reduction Program

**BIDS MUST BE RECEIVED ON OR BEFORE:**
**Jul 26, 2016 2:00:00 PM CDT**
**BIDS WILL BE PUBLICLY OPENED:**
**Jul 26, 2016 2:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

## Williamson County prefers and requests electronic submittal of this bid.

**All electronic bids must be submitted via:** www.bidsync.com

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

## Bidders are strongly encouraged to carefully read this entire IFB.

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

# Bid 1605-085
## Hazard Fuels Reduction Program

| | |
|---|---|
| Bid Number | 1605-085 |
| Bid Title | Hazard Fuels Reduction Program |
| Bid Start Date | Jun 14, 2016 11:16:15 AM CDT |
| Bid End Date | Jul 26, 2016 2:00:00 PM CDT |
| Question & Answer End Date | Jul 22, 2016 5:00:00 PM CDT |
| Bid Contact | Brenda Fuller<br>512-943-1607<br>brendafuller@wilco.org |
| Contract Duration | 6 months |
| Contract Renewal | Not Applicable |
| Prices Good for | 6 months |
| Pre-Bid Conference | Jul 14, 2016 2:00:00 PM CDT<br>Attendance is mandatory<br>Location: Southwest Williamson County Regional Park<br>3005 County Road 175<br>Leander, TX at the playground pavilion off of Borho Drive |
| Bid Comments | Hazard Fuels Reduction Program |

Item Response Form

| | |
|---|---|
| Item | 1605-085--01-01 - Please Attach All Bid Documents to this line |
| Quantity | 1 lump sum |
| Unit Price | ~~$193,500.00/100~~ |
| Delivery Location | Williamson County, Texas<br>Office of Emergency Managment<br>911 Tracy Chambers Lane<br>Georgetown TX 78626<br>Qty 1 |

**Description**
Put total price and attach all documents here.

Total Price: one hundred ninety three thousand five hundred dollars and zero cents!

References: Randy Thompson City of Cedar Park Parks Dept. (512) 585-2682
email: randy.thompson@cedarparktexas.gov

Bryan Reno City of Cedar Park Parks Pools (512) 573-7600
email: bryan.reno@cedarparktexas.gov

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity** **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person doing business with local governmental entity.**

Carl Jones CPA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

none

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

none

References: RIATA Builders

Jed Adams Home Builder (512) 948-7521

email: jadams.riata@hotmail.com

Texas Heat Treating

Buddy Grossley (512) 632-1760

Buster Grossley (512) 751-5884

$9 square yard for grass seeding as needed!

Carl Bower Jr

Quality Thermal Care

# CONFLICT OF INTEREST QUESTIONNAIRE
**For vendor or other person doing business with local governmental entity**

**Form CIQ**
**Page 2**

5 **Name of local government officer with whom filer has affiliation or business relationship.**
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?
☐ Yes ☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☒ No

D. Describe each affiliation or business relationship.

none

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

none

7

Carl Worne Jr
Signature of person doing business with the governmental entity

04/26/2016
Date

Signature not required if completing in BIDSYNC electronically.

# BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF Texas

COUNTY OF Williamson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day

personally appeared Carl Joiner Jr. (*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, Carl Joiner Jr., (*Name of Signer*) am a duly authorized officer of/agent

for Quality Treeand Lawn (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said Quality Treeand Lawn (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent: Carl Joiner Jr. (Quality Treeand Lawn)

Address of Respondent: P.O. Box 576

Leander, TX 78646

Email: QualityTreeandLawn78646@gmail.com

Telephone#: (512) 260-9915

By: Carl Joiner Jr.

Printed Name: Carl Joiner Jr.

Title: Owner (Quality Treated Lawns)

SUBSCRIBED AND SWORN to before me by the above-named Carl Bomar Jr.

on this the 26th day of July, 2016.

Bonnie Robinder
Notary Public in and for

The State of Texas

NOTARY PUBLIC STATE OF TEXAS
Bonnie Jean Robinder
My Commission Expires
10/09/2019

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

# 1.0 BID FORMAT AND SUBMISSION

## 1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

## 1.2 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.**

## 1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

## 1.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

## 1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

## 1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

**If mailed or delivered in person**, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

## 2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.
General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

## 2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.
Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

## 2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

## 2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

## 2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

## 2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

## 2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

## 2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

## 2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

## 2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.
To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

**Consideration of Location of Principal Office**

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

## 2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

a) have adequate financial resources, or the ability to obtain such resources as required;
b) be able to comply with the required or proposed delivery schedule;
c) have a satisfactory record of performance that can be determined thru references provided
d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

## 2.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

## 2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

## 2.14 Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

## 2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

## 3.1 DEFINITIONS, TERMS AND CONDITIONS

## 3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

### 3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### 3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

### 3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

### 3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

### 3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

### 3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

### 3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

### 3.2.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

### 3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

### 3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

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

### 3.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

### 3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

### 3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

### 3.2.14 INDEMNIFICATION

**SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.**

**FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).**
**SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.**

**IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.**

**SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING**

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

### 3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

### 3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

### 3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

### 3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

### 3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

### 3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

### 3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

### 3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

### 3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

### 3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

### 3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

### 3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

### 3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

### 3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

### 3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

### 3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

### 3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

### 3.2.32 General Obligations and Reliance

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

### 3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

### 3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

### 3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

### 3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

### 3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

## 3.2.38 Payment

Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Williamson County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Williamson County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

## 3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.

**If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB.** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement ***before*** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

## 3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

## 3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

### 3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

### 3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

### 3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

# HAZARD FUELS REDUCTION PROGRAM

## SCOPE OF WORK

Project Description: Williamson County will implement a hazardous fuels reduction program to reduce wildfire hazards along the boundaries of Southwest Williamson County Regional Park that are adjacent to residential development. The proposed action would reduce the quantity of hazardous vegetative fuel along the park perimeter to limit the movement of a wildfire across the park boundary. The proposed project area includes the 50 feet adjacent to approximately 4 miles (21,120 linear feet) of the park boundary for a total of approximately 24 acres.

The fuels reduction activities would include trimming or cutting highly flammable, dead, and diseased vegetation within the project area, selectively trimming trees, and cutting tree branches up to 10 feet from ground level. The proposed action would include removal of surface fuels and "ladder" fuels that have accumulated to reduce the canopy bulk density and diminish the chance of a fire transitioning in to a crown fire or sustaining as a crown fire. The height of trimming and limbing would depend on the size, location, growth potential, health of the tree. The proposed action may also include the selective removal of some trees larger than 8 inches in diameter only when necessary to achieve the desired canopy cover. Stumps of cut trees would not be removed but would be cut down to within 3 inches of the soil surface, but root balls would not be removed, and the soils would not be disturbed. The cut vegetation and debris will be either ground or mulched on-site and temporarily stored at the park. Depending on the topography, some areas may be reseeded with short grasses to reduce erosion.

# HAZARD FUELS REDUCTION PROGRAM

Work would on only be conducted between September 1 and February 28 to minimize impacts to federally listed bird species. The implementation of the proposed action is projected to occur over a period of approximately 12 weeks. Equipment used would include a variety of mechanized and hand equipment, such as shredders, power mowers, grinders, mulchers, chainsaws, hand saws, pole saws, seed broadcasters, rakes, hoes, shovels, ladders, scythes, etc. Work areas would be accessed by motorized vehicles, four-wheeled gator-type vehicles, and by foot, depending on topography. The mechanized equipment would be rubber-tracked to minimize ground disturbance in the project area.

## TERM OF CONTRACT

September 1, 2016 through February 28, 2017.

## SPECIFICATIONS

1. Contractor will be required to obtain and comply with all local, state, and federal permits, approvals and requirements prior to initiating work on this project.
2. Fuel-burning equipment running times will be kept to minimum and engines must be properly maintained.
3. Debris or mulch piles must not be staged or stored in the floodplain, though mulch may be spread on the ground surface for erosion control at the discretion and direction of County staff. Debris that cannot be spread at the site will be removed from the park by the contractor.
4. Williamson County Contractor will conduct hazardous fuels reduction work only outside of the breeding season for golden-cheeked warbler. Work is

allowed from September 1, 2016 through February 28, 2017. Work must not be conducted from March 1, 2016 through August 31, 2016.

5. All bidders shall attend a mandatory pre-bid coordination meeting to be help at Southwest Williamson County Regional Park,3005 County Road 175, City of Leander. The meeting will be held at the playground pavilion off of Borho Dr.

6. Deposition or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or any other materials at the project site as a result of the proposed action is prohibited. Vegetative debris must be removed from the project site or mulched and spread on-site at the discretion of County Staff. Mulch will be placed on existing trails with appropriate measures (such as adequate setbacks or a silt fence) to prevent mulch from washing toward or into cave openings. Mulch will not be placed at or near sensitive areas marked or otherwise identified by County staff.

7. Contractor must seal any wounds on oaks that are the result of pruning and seal any oak stumps that are created as a result of the proposed action in order to prevent transmission of oak wilt fungus.

8. It is anticipated that there will be some areas that need to be re-seeded as part of this project. However, it cannot be determined at this time how large the area will be until the end of the project. Contractor will furnish a not to exceed price for a 1 cubic yard area. Additional description will be provided at the pre-bid meeting.

9. Equipment staging, refueling, and storage of gasoline will only be allowed in areas designated by County staff, Contractor will not store or leave any petroleum products or fuels at the project site when work is not in progress.

10. Stumps and root balls will not be removed. Stumps will be ground down to 3 inches above the ground surface

11. Soil disturbance will be limited by implementing best management practices (BPM's) to prevent soil erosion of areas disturbed by the use of heavy equipment. Rubber tracks will be used on equipment to limit soil disturbance. Contractor will provide County staff a list of all equipment that will be used on the project. County staff must approve each piece of equipment to be used on the project.

12. Williamson County will ensure that BPMs are implemented to prevent erosion and sedimentation includes equipment storage and staging areas.

13. Williamson County will identify all buffer zones relevant for project implementation with colored flags or tape prior to beginning work. Each zone will be marked with a different colored flag or tape and the delineation of these zones will be consistent throughout the scope of the project. Contractor will not disturb the flags and/or other markers, and will be left in place during the project.

14. Contractor will provide a full time monitor that will oversee implementation of the project and ensure that the avoidance and mitigation measures as specified by County staff are adhered to.

In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains are uncovered, the project must be halted immediately in the vicinity of the discovery, and all reasonable measures must be taken to avoid or minimize harm to the finds. Contractor will immediately report this situation to County staff.

15. Fuels reduction activities must take place between 8a.m. and 5p.m., Monday through Friday. Equipment and machinery used at the proposed project site must meet local, state, and federal noise control regulations.

# HAZARD FUELS REDUCTION PROGRAM

## INSURANCE REQUIREMENTS

AWARD IS CONTINGENT ON COMPLIANCE WITH WILLIAMSON COUNTY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

| REQUIRED | TYPE OF COVERAGE | REQUIREMENT | MINIMUM LIMITS | |
|---|---|---|---|---|
| | | | EACH OCCURRENCE | AGGREGATE |
| YES,<br>YES | WORKER'S COMPENSATION<br>EMPLOYER'S LIABILITY | STATUTORY<br>STATUTORY | | |
| YES | GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY | BODILY INJURY<br>PROPERTY DAMAGE<br>BODILY INJURY & PROPERTY DAMAGE COMBINED. | $1,000,000<br>$1,000,000<br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000 |
| YES, | AUTOMOBILE LIABILITY,<br>INCLUDING ALL OWNED, HIRED, NON-OWNED | BODILY INJURY<br>- EACH PERSON<br>- EACH OCCURRENCE<br>PROPERTY DAMAGE<br>BODILY INJURY AND PROPERTY DAMAGE, COMBINED | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000 | $1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| NO | PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE | ALL DAMAGES | $1,000,000 | |
| YES | ***WILLIAMSON COUNTY IS TO BE NAMED AS AN ADDITIONAL INSURED:*** *CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE.* | | | |

I. INSURANCE COVERAGE MUST INCLUDE:

A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO WILLIAMSON COUNTY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND

B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY WILLIAMSON COUNTY.

C. DEDUCTIBLE AMOUNTS IN EXCESS OF $5,000 REQUIREWILLIAMSON COUNTY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

# HAZARD FUELS REDUCTION PROGRAM

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE WILLIAMSON CPOUNTY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE WILLIAMSON COUNTY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

# Question and Answers for Bid #1605-085 - Hazard Fuels Reduction Program

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid.<br><br>Question Deadline: Jul 22, 2016 5:00:00 PM CDT |




**Figure 1.3. Proposed Project Area With Aerial Imagery**

#9 square yard as needed for restoring!



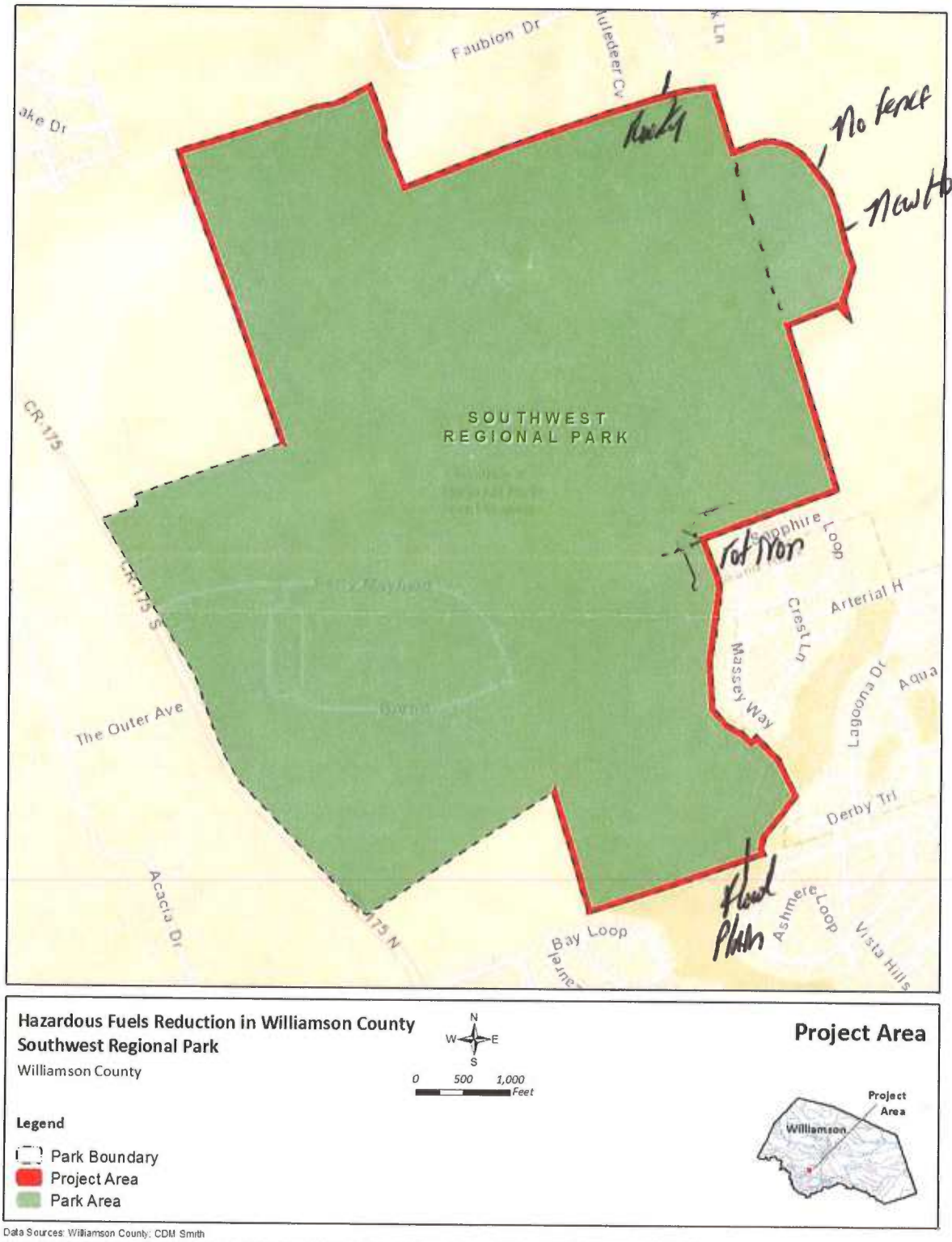



**Figure 1.2. Proposed Project Area**

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 12/13/2016

Fiscal Year 2017 Animal Shelter Donation Fund Budget 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the Fiscal Year 2017 Animal Shelter Donation Fund.

**Background**

The budget is based on unspent Fiscal Year 2016 donations. Total unspent Fiscal Year 2016 is $336,900.22; of that amount $81,634.75 will be restricted in fund balance to be used for future shelter expansion and other capital needs.

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**Fiscal Impact**

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

**Attachments**

Animal Shelter Donation Fund Budget

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 10:10 AM |
| Final Approval Date: 12/07/2016 | | |

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2017 EXPENDITURE BUDGET

| Object | | |
|---|---|---|
| 001100 F/T SALARIES | 26,015.66 | |
| 002010 FICA | 1,990.20 | |
| 002020 RETIREMENT | 3,478.29 | Off-site adoption counselor |
| 002030 INSURANCE | 8,520.00 | |
| 002050 WORKER'S COMP | 309.07 | |
| 003001 SMALL EQUIPMENT & TOOLS < $5,000 | 1,364.64 | Use of Kuranda Beds Donations |
| 003510 PURCHASES FOR RESALE | 2,419.94 | Use of Sales from Pet Care Products |
| 003670 USE OF DONATIONS | 58,932.73 | Use of General Donations |
| 004100 PROFESSIONAL SERVICES | 116,425.89 | Use of Jane's Fund Donations |
| 004109 SPECIAL NEEDS | 3,769.28 | Use of ASPCA Donations |
| 004232 TRAINING | 3,141.47 | Use of S.I.T. Team Donations |
| 004509 FACILITY ENHANCEMENTS | 16,569.05 | Use of Play Yards Donations |
| 004975 ANIMAL MEDICAL CARE | 12,329.25 | Use of Heart Worm Fund Donations |
| **TOTAL** | **255,265.47** | |

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 12/13/2016

Animal Shelter BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

To recognize insurance proceeds and the associated expenditures related the lightning strike at the Animal Shelter.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0545.0000.364100 | Insurance Reimbursements | $6,947.46 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 02:27 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 12/13/2016

Animal Shelter BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the Animal Shelter:

### Background

To recognize insurance proceeds and the associated expenditures related to the lightning strike at the Animal Shelter.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0545.0545.003006 | Office Equipment < $5,000.00 | $1,060.00 |
| | 0545.0545.003010 | Computer Equipment < $5,000.00 | $3,940.94 |
| | 0545.0545.004510 | Facility Repairs | $1,946.52 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 03:11 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 12/13/2016

Parks Donation Monies to Current Amendment 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for the Parks Department.

### Background

The Parks Department received donations throughout the year. At the end of Fiscal Year 2016, $8,286.36 remained in unspent donation dollars. This amendment is to appropriate those 2016 donations to be spent in 2017.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $8,286.36 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Tomika Lynce | | Started On: 12/02/2016 08:25 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 12/13/2016

Park Donations BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

Donations include $319.00 for firewood from various patrons and a $1,600.00 donation from the Chamber for the Expo's advertisements.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367403 | Park Donations | $1,919.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 08:55 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 12/13/2016

Park Donations BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

Donations include $319.00 for firewood from various patrons and a $1,600 donation from the Chamber for the Expo's advertisements.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $1,919.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 09:23 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 12/13/2016

Veterans Services Donations BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

Generous donation in the amount of $500.00 for Morale Boxes sent to deployed troops on 12/02/2016.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367400 | Donations | $500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 09:48 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 12/13/2016

Veterans Services Donations BA 12/13/2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

Generous donation in the amount of $500.00 for Morale Boxes sent to deployed troops on 12/02/2016.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0405.003670 | Use of Donations | 500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:00 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 09:58 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 12/13/2016

Juvenile Services GISD Residential Monies Moved to FY17 BA 12/13/2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Juvenile Services.

### Background

This budget amendment is to move unspent GISD Residential Services dollars into the Fiscal Year 2017 budget. Unspent GISD residential services are to be used only for residential services. The monies are carried forward until spent.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0576.004103 | GISD Residential Services | $33,325.80 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 10:37 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 12/13/2016

Law Enforcement Training Monies Moved to Fiscal Year 2017 BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

This budget amendment is to move unspent State Law Enforcement Training dollars to the Fiscal Year 2017 budget. State training dollars are not rolled into the General Fund at the year end. Unspent dollars are rolled forward from year to year.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0475.004229 | Co Atty/ St Law Enforc Trng | $1,253.99 |
| | 0100.0551.004229 | Const 1/St Law Enforc Trng | $955.23 |
| | 0100.0552.004229 | Const 2/St Law Enforc Trng | $4,243.23 |
| | 0100.0553.004229 | Const 3/St Law Enforc Trng | $5,962.01 |
| | 0100.0554.004229 | Const 4/St Law Enforc Trng | $4,242.28 |
| | 0100.0560.004229 | SO/St Law Enforc Trng | $37,846.36 |
| | 0100.0570.004229 | Co Jail/St Law Enforc Trng | $9,627.61 |
| | 0100.0440.004229 | DA/St Law Enforc Trng | $0.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 10:48 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 12/13/2016

Veterans Services Donation Monies to Current Year Budget Amendment 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for Veterans Services:

### Background

Veterans Services received donation throughout the year. At the end of Fiscal Year 2016, $1,376.20 remained in unspent donation dollars. This amendment is to appropriate those 2016 donations to be spent in 2017.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0405.003670 | Use of Donations | $1,376.20 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 01:44 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 12/13/2016

EMS Donation Monies to Current Year BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2016 donation dollars for the EMS Department.

### Background

The EMS Department received donations throughout the year. At the end of the Fiscal Year 2016, $362.46 remained in unspent donation dollars. This amendment is to appropriate those 2016 donations to be spent in 2017.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0540.003670 | Use of Donations | $362.46 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 01:55 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 12/13/2016

Sherriff's Office Donation Monies to Current Budget Amendment 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment for unspent 2016 donation dollars for the Sherriff's Office donations:

### Background

The Sherriff's Office received donations for Victim's Assistance throughout the year. At the end of the Fiscal Year 2016, $940.03 unspent donation dollars. This amendment is to appropriate those 2016 donations to be spent in 2017.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0560.003671 | Use of V.A. Donations | $940.03 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 02:11 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 12/13/2016

Wireless Communications Amendment 12/13/20016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenues for the Wireless Communications Department:

### Background

To recognize insurance proceeds and the associated expenditures related to the repair of a county vehicle.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.000.364100 | Insurance Reimbursements | $3,652.78 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 02:43 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 12/13/2016

Wireless Communications BA 12-13-2016

**Submitted For:** Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

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

### Background

To recognize insurance proceeds and the associated expenditures related to the repair of a county vehicle.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0587.004541 | Vehicle Repairs and Maint | $3,652.78 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/07/2016 08:01 AM |
| Form Started By: Angela Schmidt | | Started On: 12/02/2016 02:51 PM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 12/13/2016

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 |
|---|---|---|---|

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:28 AM |
| Final Approval Date: 12/08/2016 | | |

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 12/13/2016

Executive Session

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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 258.

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

e) Discuss proposed sale of excess right of way on US 183 A Toll Road.

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

**Background**

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**Fiscal Impact**

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
| --- | --- | --- |
| County Judge Exec Asst. | Wendy Coco | 12/08/2016 10:49 AM |
| Form Started By: Charlie Crossfield | | Started On: 12/08/2016 10:26 AM |
| Final Approval Date: 12/08/2016 | | |