NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JANUARY 10TH, 2017
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 – 32)

5. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Tax A/C/Postage	$3340.00
To	0100-0499-004623	Tax A/C/Equipment Lease	$3340.00

6. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Tax A/C/Postage	$1,845.00
To	0100-0499-004410	Tax A/C/Bond Premiums	$1,845.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$148,003
To	0100-0409-004413	Non Dept/PO Liability	$148,003

8. Discuss, consider and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003003	Radio Equipment	$6,721.80
To	0100-0540-004414	Vehicle Insurance	$6,721.80

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004210	Hlth Dist/Internet	$592.55
To	0100-0630-004414	Hlth Dist/Vehicle Ins	$592.55

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Transfer from Heavy Equipment	$263,100.00
To	0200-0210-05700	Vehicles > $5000	$260,000.00
To	0200-0210-04414	Vehicle Insurance	$3,100.00

11. Discuss, consider and take appropriate action on line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$20,000
To	0100.0576.003305	Juvenile Clothing	$20,000

12. Discuss, consider and take appropriate action on authorizing the disposal on various county assets through auction including (1) Space heater, (1) Desk fan, (34) Monitors, (3) Full cubicle sets, (47) Computers, (15) Phones, (20) Officer pod chairs,(14) Inmate Washer and Dryers, (37) Camera Mounts, Misc. Items, (1) Scanner, (3) Calculators, (2) Sony cameras, (2) Printer cartridges, (1) Laminator, (2) Clocks, (1) Slide tray, (1) Paper binding machine, (1) Microwave, (2) Mirrors on poles, (3) Defibrillator's, (1) Video Multiplexer, (1) APC Battery back-up, (1) A/C Power box, (1) Motorola Radius, (284) Tactical pants, (140) Tactical Shirts, (85) Shirts, (27) Windbreakers,(16) Pants, (7) Mini flashlights, (10) Flashlight holders, (8) Handcuff Cases, (14) Glove pouches, (22) Radio Holders, (9) Key Holders, (6) Rescue Hook holders, (51) Ball caps, (26) earpiece, (1) Radio Charger w/cord, (2) Radio Batteries, (1)

Radio Mic, (5) Printers,(29) Keyboards, (22) Computer Mice, (1) Computer speaker, (18) TV remotes, (2) TV's, (16) Dell cords, (5) Barcode scanner, (3) Single slot USB cradles, (4) Power Cords, (5) Rechargeable batteries, (3) Laptop Docking stations, (1) 2008 Black/White Ford Crown Vic and (1) 2003 White FL70 Freightliner (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including, (266) Inmate pants, (170) Inmate Tops, (256) Inmate shoes, (571) Towels, (79) Blankets, (350) Mattress Covers, (9) Suicide Smocks, (35) Work Boots, (100) Inmate Mattress's (see attached lists) pursuant to Tx. Local Code 263.152.

14. Discuss, consider and take appropriate action on authorizing the disposal of various of various county assets through inter-departmental transfer including (1) Surface Pro 8 with charger and mouse and (1) Dell Laptop (see attached list) pursuant to Tx. Local Code 263.152.

15. Discuss and take appropriate action on approving the 2017 Williamson County Investment Policy and entering said policy into the official minutes of the Williamson County Commissioners Court. No changes from the 2016 Investment Policy are proposed.

16. Discuss and take appropriate action to note in the Minutes the continuing education hours for TX Assoc. of Counties Certified Investment Officer and the County Investment Academy on behalf of County Clerk Nancy E. Rister.

17. Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 19 in the amount of $29,545.25 for additional miscellaneous work necessary for the completion of the original design intent, functionality of the facility and accommodations for events during construction; which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

18. Discuss, consider and take appropriate action on renewing a service agreement between Road and Bridge Division and Waste Management of Texas, Inc. for non-hazardous waste services.

19. Receive and ratify order authorizing interment of deceased Williamson County resident Heidi Nicholson where there has been no inquest by the justice of the peace and the county has duty to inter, pursuant to Tex. Health & Safety Code Sec. 711.002(e), and allow nursing home and funeral home involved to move forward with interment while assuming all costs.

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

21. Discuss, consider and take appropriate action on reappointing Garry Guthrie to the Emergency Service District No. 3 Board with their term commencing effective on January 1, 2017 and continuing thereafter until December 31, 2017.

22. Discuss, consider and take appropriate action on re-appointing Dan Hejl, Mike Cooper, and Irvin (Butch) Miller to the Emergency Service District (ESD) No. 3 Board with their term commencing effective on January 1, 2017 and continuing thereafter until December 31, 2018.

23. Discuss, consider and take appropriate action on re-appointing Robert Avant, Mike Rinderknecht and Jon Fischer to the Emergency Service District (ESD) NO. 10 Board with their terms commencing effective on January 1, 2017 and continuing thereafter until December 31, 2018.

24. Discuss, consider and take appropriate action regarding the request of Constable Precinct Four, for the approval of David David R. Moore to the open deputy constable position pursuant to Tex. Loc. Gov't Code 86.011

25. Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Gary L. Wise to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011

26. Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Joel Fischetti to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011

27. Discuss, consider and take appropriate action on approval of the revised plat for the Hidden Creek Estates Lots 11A, 12A, 13,A, 14A, 15,A and 16A - Pct 2.

28. Discuss, consider and take appropriate action on approval of the revised plat for the Star Ranch Gattis School Road SH 130 Subdivision subdivision - Pct 4.

29. Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Ph 1 Sec 4 subdivision - Pct 3

30. Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 9 subdivision - Pct 4.

31. Discuss, consider and take appropriate action on approval of the revised plat for the Wooden Nickel subdivision - Pct 3.

32. Acknowledge and enter into the official minutes the hiring of employees from newly Elected Officials of Williamson County.

REGULAR AGENDA

33. Discuss, consider and take appropriate action approving Official Bonds of newly sworn Elected Officials of Williamson County, Texas.

34. Discuss, consider and take appropriate action to approve the Official Bond and Oath of Office for the newly elected Williamson County Tax Assessor/Collector, Larry Gaddes.

35. Discuss, consider and take appropriate action on a Resolution granting the Williamson County Tax Assessor/Collector approval to deputize individuals and business entities to perform titling and registration services in accordance with rules adopted by the Board of Directors of the Texas Department of Motor Vehicles (Chapter 217, SubChapter H of the Texas Administrative Code) and pursuant to Texas Transportation Code §520.0071.

36. Recognition of Captain George "Butch" Dennis for his 27 years of service to Williamson County.

37. Discuss, consider, and take appropriate action on the issuance of a county burn ban not to exceed 90 and to authorize the County Judge to lift said ban when conditions improve.

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

39. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on Bagdad Road at CR 278, a Road Bond Project in Commissioner Pct 2.

40. Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County, Texas and Professional Service Industries, Inc. for Construction Material Testing and Inspection services the Sheriff's Office Training Center Project.

41. Discuss, consider and take appropriate action on a Donation Deed from SEDC DEVCO, Inc. for right of way needed on CR 110 Middle (Parcel 7M)

42. Discuss, consider and take appropriate action on a Drainage Easement from SEDC DEVCO, Inc. for right of way needed on CR 110 Middle (Parcel 7M)

43. Discuss, consider and take appropriate action on a Donation Deed from SEDC DEVCO, Inc., Jeff O'Jibway, David Stein, Jeremy Kruger, Daniel Thurman and Patrick Shelton for right of way needed on CR 110 Middle (Parcel 5M)

44. Discuss, consider and take appropriate action on a Drainage Easement from SEDC DEVCO, Inc., Jeff O'Jibway, David Stein, Jeremy Kruger, Daniel Thurman and Patrick Shelton for right of way needed on CR 110 Middle (Parcel 5M)

45. Discuss, consider and take appropriate action on a Real Estate Contract with Michael Sladecek, Steven Sladecek, James Sladecek, Susan Sladecek Vecera, Anton C. Sladecek and the Donald P. Sladecek Management Trust for right of way needed on CR 305. (Parcel 2)

46. Discuss, consider and take appropriate action on a Real Estate Contract with Edna W. Schiller, Sharon S. Beran and Boyd Wayne Schiller for right of way needed on CR 101. (Parcel 16)

47. Discuss, consider and take appropriate action on a Real Estate Contract with Charlotte Lyn Davis for right of way needed on CR 101. (Parcel 49)

48. Discuss, consider and take appropriate action on approving a change in the title and grade of vacant position number 0177 from Administrative Specialist District Courts, pay grade B.16 to Office Administrator District Courts, pay grade B.22 with an increase in salary from $35,446.17 to $43,488.24.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-001107	All Dist Cts/Temp Labor	$7,500
To	0100-0435-001100	All Dist Cts/FT Salaries	$6,615.51
To	0100-0435-002020	All Dist Cts/Retirement	$884.49

49. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #3.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100-0553-001105	Const Pct 3/LE Salaries	$1,461.07
To	0100-0553-001100	Const Pct 3/FT Salaries	$1,461.07

50. To discuss and take appropriate action on resolution to appeal to the Office of Court Administration and Supreme Court on the distribution and sale of County and District Clerks' records by the Office of Court Administration which will result in a reduction of county revenue derived from the sale of copies of court records.

51. Discuss, consider and take appropriate action regarding approval of Williamson County's participation in Apple, Inc. Device Enrollment Program ("DEP") to manage and deploy county-owned Apple-brand devices. Action includes, but is not limited to, approval of Apple's terms of use and delegation to IT Operations Director to enroll qualifying devices on-line.

52. Discuss, consider and take appropriate action regarding Business Associate Agreement between Williamson County and Superior Health Plan.

53. Discuss, consider, and take appropriate action to approve the purchasing cooperative interlocal agreement with Capital Area Metropolitan Planning Organization.

54. Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County District Clerk's Office.

55. Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a DM400C Postage Machine for the Williamson County Attorney's Office.

56. Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Clerk's Office.

57. Discuss, consider and take appropriate action to ratify the emergency services contract with MTech for the unanticipated necessity to replace, purchase and install a new HVAC unit at the Williamson County Historic Jail Building, currently occupied by the Health District, located at 312 Main Street, Georgetown, TX.

58. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for RFP#1612-131, Payroll Services for Existing and Referred Temporary Labor for the Williamson County Election Administration

59. Discuss, consider and take appropriate action to authorize and award the Professional Services Agreement with PaveTex Engineering and Testing, Inc., for Geotechnical Engineering and Material Testing Services, as needed, under RFQ 1602-057-1 for the Road and Bridge Department.

60. Discuss, consider, and take appropriate action on authorizing the renewal of Lime Slurry, Contract #1602-054, for the same pricing, terms and conditions as the existing Contract for the term of April 12, 2017 - April 11, 2018, with Austin White Lime Co.

61. Discuss, consider and take appropriate action to authorize and award the Professional Services Agreement with Rodriguez Engineering Laboratories, LLC for Geotechnical Engineering and Material Testing services as needed, under RFQ 1602-057-1 for the Road and Bridge Department.

62. Discuss, consider and take appropriate action to approve the purchase and installation of a Mobile Storage System for the Williamson County Warehouse from TAB Products Co., for a total of $92,087.22. (Mobile Storage system purchased per TXMAS contract # 14-7160 in the amount of $43,554.27.)

63. 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 NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$745.00

64. 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 NACo Prescription Discount Card Program:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$745.00

65. 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 Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments from other entities	$300.00

66. 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 expenditures for the Mobile Outreach Team.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$239.13
	0100.0341.002010	FICA	$18.30
	0100.0341.002020	Retirement	$30.63
	0100.0341.002050	Worker's Comp	$11.94

67. Discuss, consider and take appropriate action on applying to the funding announcement: Texas Conversion to the National Incident-Based Reporting System (NIBRS), Second-Round Funding Announcement offered by the Office of the Governor.

68. Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Kendrick Bankston to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.

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)."

69. 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
g) Kalahari
h) St. David's

70. 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 wastewater easements in Berry Springs Park
f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

71. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) 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) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and 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) Legislative changes to firearms laws and possession of firearms on county property
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) 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
x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless,* In The Justice Court Precinct 1, Williamson County, Texas
y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff,* In the United States District Court for the Western District of Texas – Austin Division
z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

72. 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).

73. 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)

74. Discuss and take appropriate action concerning economic development.

75. Discuss and take appropriate action concerning real estate.

76. 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.
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) Berry Springs Park and Preserve pipeline
s) 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).

t) Discuss requirements related to health benefit plan.
u) 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
v) 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
w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless,* In The Justice Court Precinct 1, Williamson County, Texas
x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff,* In the United States District Court for the Western District of Texas – Austin Division
y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

77. 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.

78. 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: 01/10/2017

Line item transfer for the Tax Assessor Collector.

Submitted For: Larry Gaddes **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 line item transfer for the Tax Assessor/Collector's Office.

Background

Pitney Bowes has informed our office that our current postage machine will no longer be serviced nor will parts be available effective January 1, 2017. The machine is over seven years old and has been breaking down over the last six months. During that time a technician from Pitney Bowes was able to repair the machine and keep it running. At the time that the budget was prepared for the 2017 fiscal year, we were not aware that Pitney Bowes would not be servicing this machine so there was no reason to include funds for a replacement. This line item transfer would cover the lease agreement including maintenance service for January through September 2017. From that point forward, we would include the cost for the equipment lease on future budget submissions.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Tax A/C/Postage	$3340.00
To	0100-0499-004623	Tax A/C/Equipment Lease	$3340.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 04:32 PM
Budget Office	Ashlie Koenig	01/05/2017 08:53 AM
Form Started By: Judy Kocian		Started On: 12/14/2016 02:02 PM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/10/2017

Line item transfer

Submitted For: Larry Gaddes **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 line item transfer for the Tax Assessor/Collector's Office.

Background

This line item transfer is for funds to pay for three year bond coverage for the new Tax Assessor/Collector, Larry Gaddes to cover employee, commissioners and state bonds that are required for this position. By extending the coverage to three year renewals instead of one year renewals as in previous years, the tax assessor/collector's office is providing a significant amount of savings to the County. The transfer is from line item 004212 postage to line item 004410 in the amount of $1,845.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Tax A/C/Postage	$1,845.00
To	0100-0499-004410	Tax A/C/Bond Premiums	$1,845.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 08:50 AM
Budget Office	Ashlie Koenig	01/05/2017 08:55 AM
Form Started By: Judy Kocian		Started On: 01/05/2017 08:13 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 01/10/2017

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 Non Departmental.

Background

We have received our annual invoice from TAC. The invoice includes billing for the Law Enforcement Liability coverage approved and added after budget was adopted. This transfer will cover the shortage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$148,003
To	0100-0409-004413	Non Dept/PO Liability	$148,003

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2016 03:14 PM
Form Started By: Ashlie Koenig		Started On: 12/19/2016 10:12 AM
Final Approval Date: 12/19/2016		

Commissioners Court - Regular Session **8.**

Meeting Date: 01/10/2017

LIT for Vehicle Insurance

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This LIT is to cover the funds needed to pay TAC for vehicle insurance. Budgeted amount is $30,000. Actual cost of policy is $36,721.80.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003003	Radio Equipment	$6,721.80
To	0100-0540-004414	Vehicle Insurance	$6,721.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Budget Office	Ashlie Koenig	01/05/2017 08:03 AM
Form Started By: Michael Knipstein		Started On: 01/04/2017 07:13 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **9.**

Meeting Date: 01/10/2017

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 Health District.

Background

The Texas Association of Counties (TAC) vehicle insurance bill came in and the charge was over what was requested in budget. Current budget is $1700 and the expense is $2292.55 leaving a shortage of $592.55. We are asking the Court to approve the transfer to facilitate payment of the invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0630-004210	Hlth Dist/Internet	$592.55
To	0100-0630-004414	Hlth Dist/Vehicle Ins	$592.55

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Ashlie Koenig		Started On: 01/04/2017 03:52 PM
Final Approval Date: 01/04/2017		

Commissioners Court - Regular Session **10.**

Meeting Date: 01/10/2017

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

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue to meet customer service expectations with the neighborhood street resurfacing program with the acquisition of an additional vacuum sweeper. The transfer to vehicle insurance was at the request of the budget office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Transfer from Heavy Equipment	$263,100.00
To	0200-0210-05700	Vehicles > $5000	$260,000.00
To	0200-0210-04414	Vehicle Insurance	$3,100.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Budget Office	Ashlie Koenig	01/05/2017 11:48 AM
Form Started By: Daribel Texidor		Started On: 01/05/2017 09:30 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **11.**

Meeting Date: 01/10/2017

Budget Line Item Transfer

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Residential Services to Clothing. Funds will be used for the Department's new CORE program for uniforms for youth in our care. Due to the changing program the clothing worn by youth is also changing, resulting the the Department's need to purchase clothing items for stock on hand. This purchase will assure that we have the proper size clothing for any child ordered into our program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$20,000
To	0100.0576.003305	Juvenile Clothing	$20,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Budget Office	Ashlie Koenig	01/05/2017 11:47 AM
Form Started By: Denise Carlson		Started On: 01/05/2017 08:47 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **12.**

Meeting Date: 01/10/2017

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 on various county assets through auction including (1) Space heater, (1) Desk fan, (34) Monitors, (3) Full cubicle sets, (47) Computers, (15) Phones, (20) Officer pod chairs,(14) Inmate Washer and Dryers, (37) Camera Mounts, Misc. Items, (1) Scanner, (3) Calculators, (2) Sony cameras, (2) Printer cartridges, (1) Laminator, (2) Clocks, (1) Slide tray, (1) Paper binding machine, (1) Microwave, (2) Mirrors on poles, (3) Defibrillator's, (1) Video Multiplexer, (1) APC Battery back-up, (1) A/C Power box, (1) Motorola Radius, (284) Tactical pants, (140) Tactical Shirts, (85) Shirts, (27) Windbreakers,(16) Pants, (7) Mini flashlights, (10) Flashlight holders, (8) Handcuff Cases, (14) Glove pouches, (22) Radio Holders, (9) Key Holders, (6) Rescue Hook holders, (51) Ball caps, (26) earpiece, (1) Radio Charger w/cord, (2) Radio Batteries, (1) Radio Mic, (5) Printers,(29) Keyboards, (22) Computer Mice, (1) Computer speaker, (18) TV remotes, (2) TV's, (16) Dell cords, (5) Barcode scanner, (3) Single slot USB cradles, (4) Power Cords, (5) Rechargeable batteries, (3) Laptop Docking stations, (1) 2008 Black/White Ford Crown Vic and (1) 2003 White FL70 Freightliner (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Asset Transfer 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Jayme Jasso		Started On: 01/04/2017 02:54 PM
Final Approval Date: 01/04/2017		

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	Space heater, small			Non-Working
1	Desk fan			Non-Working
1	Monitor			Working

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 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.)

RECEIVED
DEC 13 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Signature

Date

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	Full cubicle sets (including partitions and attached desks)			Working

Parties involved:

FROM (Transferor Department): JP #2

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Edna Staudt
Print Name

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
DEC 13 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780 computer	6R8K4M1	C02811	Non-Working
1	Dell Optiplex 780 computer	CGKTMN1	C02900	Non-Working
1	Dell Optiplex 780 computer	8R8K4M1	C02809	Non-Working

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley 12/6/16
Signature Date

Contact Person:

Clayton Pursley
Print Name

+1 (512) 943-1458
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
DEC - 7 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ 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)
6	Avaya Telephones, model #4602SW IP			Working
1	Avaya Telephone, model #4620SW IP			Working

Parties involved:

FROM (Transferor Department): Mobile Outreach Team

Transferor - Elected Official/Department Head/ Authorized Staff:

Annie Burwell
Print Name

Annie Burwell
Signature

Date

Contact Person:

Jeanne Williby
Print Name

943-3588
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

DEC 13 2016

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Officer Pod Chairs	see attached report		Working
	Inmate Washers and Dryers	see attached eport		Working
	Ceiling Camera Mounts (dome)	see attached report		Working
	Several Miscellaneous Items	see attached report		Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/ Authorized Staff:

LC Marshall
Print Name

LC Marshall 12-13-16
Signature Date

Contact Person:

Lieutenant Chris Watts
Print Name

+1 (512) 943-1689
Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

MEMORANDUM

Williamson County Sheriff's Office

Corrections

TO: Captain Pokluda
FROM: Lt. Christopher T. Watts
DATE: 12/09/2016
SUBJECT: Items for Destruction

The following items are for Auction:

1. (8) Inmate Speed Queen Dryers and (5) Speed Queen Washers and (1) Whirlpool Washer. See Attached report for Serial Numbers.
2. (37) Ceiling Camera Mounts (Dome) were replaced when we put in new cameras.
3. (20) officer pod chairs

See Attached report for several miscellaneous items and serial numbers or county tag number.. All officer items have had the patches removed and are ready for auction.

Brand	Unit	Model Number	Serial Number
Speed Queen	Dryer	SDE007WF	309001842
Speed Queen	Dryer	SDE007WF	309001837
Speed Queen	Dryer	ADE30RGS171TW01	120301937
Speed Queen	Dryer	SDE007WF	309001841
Speed Queen	Dryer	SDE007WF	309001843
Speed Queen	Dryer	SDE007WF	309001839
Speed Queen	Dryer	SDE007WF	309001838
Speed Queen	Dryer	SDE007WF	309001840
Speed Queen	Washer	SWTO21WN	309001385
Speed Queen	Washer	AWN432SP111TWO1	1205019334
Speed Queen	Washer	AWN432SP111TWO1	12505020718
Speed Queen	Washer	SWTO21WN	309001383
Speed Queen	Washer		1206041138
Whirlpool	Washer	GCAM2792TQ2	C10360238

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Dell Computer (S/N 70045-618-736-207)	Ser. Tag #G69RXF1		working
1	Dell Computer (S/N 70045-618-736-208)	F69RXF1		working
1	Dell Computer (S/N 70045-618-736-227)	369RXF1		working
1	Dell Computer (S/N 70045-618-736-232)	F59RXF1		working
1	Dell Computer (S/N 00144-481-524-215)	4CHJLC1		working
1	Dell Computer (S/N 00186-038-232-026)	8NCWHK1		working
1	Dell Computer (S/N 00186-103-805-711)	DB4FDP1		working
1	Dell Computer (S/N 00186-038-048-035)	8NDVHK1		working
1	Dell Computer (S/N 00144-549-177-650)	2DLRSJ1		working
1	Dell Computer (S/N 00186-095-180-939)	DB7JDP1		working
1	Dell Computer (S/N 00186-471-939-758)	3CLRSJ1		working
1	Dell Computer (S/N 00186-038-232-140)	8NFNHK1		working
1	Dell Computer (S/N 00186-038-047-994)	8NCMHK1		working
1	Dell Computer (S/N 00186-038-232-138)	8NCSHK1		working
1	Dell Computer (S/N 00144-054-730-132)	DDVFJG1		working
1	Dell Computer (S/N 00186-103-948-674)	DB6GDP1		working
1	Dell Computer (S/N 00186-104-425-560)	DB5HDP1		working
1	Dell Computer (S/N 00186-038-232-146)	8NDWHK1		working
1	Dell Computer (S/N 00186-038-047-992)	8NBMHK1		working
1	Dell Computer (S/N 00186-103-805-823)	DB7GDP1		working
1	Dell Computer (S/N 00186-104-425-535)	DB5FDP1		working
1	Dell Computer (N/A)	8NDMHK1		working
1	Dell Computer (S/N 00186-038-048-039)	8NFMHK1		working
1	Dell Computer (S/N 00186-103-805-768)	DB7FDP1		working
1	Dell Computer (S/N 00186-038-232-009)	8NFRHK1		working
1	Dell Computer (S/N 00186-038-232-006)	8NFVHK1		working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Telecor MCC6 Phone			working
1	Lucent 8102M Phone			working
1	Percon Scanner	S/N F007453		working
1	Sharp Calculator Model EL2192RII	S/N 5DO12212		working
1	Sharp Calculator Model EL1192BLI	S/N 7D012212		working
1	Sharp Universal Calculator			working
1	Sony HDR-CX220	S/N 3318388	BC03638	working
1	Sony Handycam DCR-DVD105	S/N 2206089		working
2	New Canon BX-20 Printer Cartridges			working
1	Bracelett Laminator Model# PL4A	S/N AIK179301		working
2	Wall Clocks			working
1	Carousel slide tray			working
1	Tahsin paper binding machine and accessories	S/N 8611433		working
1	Sharp Microwave R-220BW	S/N 378093		working
2	Galls Mirror on poles			working
1	Agilent Phillips Defibrillator Heartstream FR2	S/N 0402060344		working
1	Agilent Phillips Defibrillator Heartstream FR2	S/N 0404117523		working
1	Agilent Phillips Defibrillator Heartstream FR2	S/N 0404117527		working
1	Dell Power Connect 5524P	Ser tag# 9ZQY6M1		working
1	Phillips Video Multiplexer	Unit# 259371		working
1	APC Battery Back up UPS-ES	S/N BB0502023921		working
1	Motorola A/C Power Box HPN1007A	S/N 8922	A100403	working
1	Motorola Radius CM200	S/N 922TNJ6082		working
141	Tactical 511 Pants			working
54	Tactical S/S Shirts			working
20	Tactical L/S Shirts			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
2	Class A Shirts			working
13	Class B Shirts			working
8	Clerk Shirts			working
21	Medis S/S Shirts			working
13	Windbreakers			working
7	Mini Flashlights			working
10	Flashlight Holders			working
8	Handcuff Cases			working
14	Glove Pouch			working
22	Radio Holders			working
9	Key Holders			working
6	Rescue Hook Holders			working
41	Ballcaps			working
26	Earpeices	BDN6105EHP		working
1	Radio charger w/ cord			working
2	Radio batteries			working
1	Radio Mic			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

6/21/2016

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
66	Tactical Shirts			working
143	Tactical Pants			working
25	Class B Shirts			working
14	Windbreakers			working
16	Class A Pants			working
10	Ballcaps			working
16	Class A Shirts			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Dell 5330dn printer	Ser tag # 15RZVS1		working
1	HP Color Laserjet 2600N	S/N CNHC6D74QR	100465	working
1	HP Color Laserjet 2600N	S/N CNHC71H3T6	100464	working
1	HP Deskjet 960C Copier	S/N MX1681YOK5		working
1	HP Laserjet 4000TN	S/N USSCO20342		working
1	Dell Dimension 4550 Computer	Ser tag# 52JSLF1	C00808	working
1	Dell Dimension 4700 Computer	Ser tag# 7JRL461	C00789	working
1	Dell Optiplex GX 520 Computer	Ser tag# D6DYQ91	C01125	working
1	Dell Optiplex 760 Computer	Ser tag# 8NBXHK1	C02646	working
1	Dell Optiplex GX520 Computer	Ser tag# 3LV6M81	C00940	working
1	Dell Optiplex 7010 Computer	Ser tag# 9DY5M02		working
3	Dell Computer Monitors			working
1	Bosch 20" Cont. Room Monitor Screen MON201CL	ZX12128407156007 66		working
1	Bosch 20" Cont. Room Monitor Screen MON201CL	ZX12128407156007 70		working
1	Bosch 20" Cont. Room Monitor Screen MON201CL	ZX1212840715600802		working
1	Bosch 20" Cont. Room Monitor Screen UML-202-90	BSH1108VYT00143		working
9	Computer Key Boards			working
3	Computer Mouse			working
1	Computer Speaker			working
18	TV Remotes			working
1	Insignia 20" TV flat screen	B430EPD01244		working
1	Insignia 20" TV flat screen	Unknown		working
1	Avaya 6221 phone			working
1	Avaya 2410 phone	07N518510551		working
2	Avaya Classic ATT8102-W			working
2	Cortello Shelf Phones			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non-working, unk)
1	Dell Computer (S/N 00186-105-887-423)	1R2DGQ1		working
19	Dell Computer Mouse			working
22	Dell Computer Monitors			working
20	Dell Keyboards			working
16	Dell Cords			working

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
~~1~~	~~Protronic Stand Alone Printer Model SPS-84150~~	~~Seiko Instruments USA #90149070C~~	~~n/a~~	~~Non-Working~~
1	Symbol handheld barcode scanner	SN 707300060306B		not working
3	Tanam Single Slot USB Serial Cradle	SN U12116100413 SN U12120101661 SN U12120101709		working " "
3	12 volt power bricks/AC power cords	model SMD1201500P1		"

Parties involved: continued on next page

FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/ Authorized Staff:

Kay Eastes 12-12-16
Print Name

Kay Eastes
Signature — Date

Contact Person:

Kay Smith
Print Name

512-943-1156
Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature — Date

Phone Number

* 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 _____

Asset List (continued)

Quantity	Description (year, make model, etc.)	Manufacturer ID (S/N, service tag, or VIN)	County Tag #	Condition of Asset
5	Janam 3.7v rechargeable battery model # BA-XP-1	SN EVE1107 1003133 SN EVE1107 1003319 SN EVE 1204 3001947 SN EVE 1107 1000666 SN EVE 1107 1002608		working
4	Janam handheld barcode Scanner P/N XP20W-1PMLYC02	SN0601092A2114400564 SN 0601092A2114400568 SN 0601092A2114400547 SN 0601092A2114400536		working

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)
	see attached			

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DEC 13 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Parties involved:

FROM (Transferor Department): Dept of Infrastructure, R&B Division

Transferor - Elected Official/Department Head/ Authorized Staff:

Terron Evertson
Print Name

x [signature]
Signature Date

Contact Person:

Lisa Pohlmeyer
Print Name

+1 (512) 943-3364
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Asset List for Items Dated: 12/13/2016

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Dell Optiplex 7010	URS-83JD7Y1	
1	Dell Optiplex 7010	URS-83JB7Y1	
1	Dell Optiplex 7010	URS-86TN8Y1	
1	Dell Optiplex 7010	URS-86SM8Y1	
1	Dell Optiplex 7010	URS-86SN8Y1	
1	Dell Optiplex 7010	URS-86TM8Y1	
1	Dell Optiplex 7010	URS-86VL8Y1	

7 Total Items

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

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 laptop docking station - PR01X	CN-0T7135-47985-5B1-0912	N/A	Working
1	Dell laptop docking station - PR01X	CN-0HD062-48643-89N-2071	N/A	Working

Parties involved:

FROM (Transferor Department): Williamson County Sheriff's Office CIT DEPT. 560

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief L. C. (Tony) Marshall
Print Name

L C Marshall 12-19-16
Signature Date

Contact Person:

Lt. Robert Gremillion
Print Name

+1 (512) 943-1650
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

DEC 22 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 _____

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 Latitude E6400	1VPYØL1		Working

Parties involved:

FROM (Transferor Department): Technology Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley
Signature

Date

Contact Person:

Holly Shell
Print Name

512-943-1450
Phone Number

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

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

Tony Hill
Print Name

Signature

Date

Contact Person:

RECEIVED
DEC 20 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2013? Optiplex Laptop, docking station and power cords	CN-OCY640-12961-06T-B073-A04	None	Working

Parties involved:

FROM (Transferor Department): Budget Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Ashlie R. Koenig
Print Name

Ashlie R Koenig 12-21-16
Signature Date

Contact Person:

Ashlie R. Koenig
Print Name

+1 (512) 943-1551
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

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DEC 22 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAFP71V48X161690	560	SA0829
Vehicle Identification Number	Department	Door Number

1059840	2008	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

RECEIVED

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report — DEC 15 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form — AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 110,915

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L.C. Marshall Date 12-4-16

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 Kevin Tellis Signature [signature] Date 12-6-2016

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:

1FVABUAK33DM10363	210	UWT0305
Vehicle Identification Number	Department	Door Number

1091996	2003	FREIGHTLINER	FL70	WHITE
License Plate Number	Year	Make	Model	Color

RECEIVED

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

DEC 15 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage 173283

☐ Not mechanically sound Spray bar rotted out

☒ Other: Explain Has reached life expectancy

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson Signature [signature] Date 12-7-16

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 Kevin Teller Signature [signature] Date 12-7-16

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: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Commissioners Court - Regular Session **13.**

Meeting Date: 01/10/2017

Asset Transfer

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including, (266) Inmate pants, (170) Inmate Tops, (256) Inmate shoes, (571) Towels, (79) Blankets, (350) Mattress Covers, (9) Suicide Smocks, (35) Work Boots, (100) Inmate Mattress's (see attached lists) pursuant to Tx. Local Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Jayme Jasso		Started On: 01/04/2017 03:37 PM
Final Approval Date: 01/04/2017		

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Inmate Clothing and Shoes	see attached report		Non-Working
	Inmate Kitchen Work Boots	see attached report		Non-Working
	Inmate Towels	see attached report		Non-Working
	Inmate Blankets and Suicide Smocks	see attached report		Non-Working
	Inmate Mattress Covers	see attached report		Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/ Authorized Staff:

LC Marshall
Print Name

LC Marshall 12-13-16
Signature Date

Contact Person:

Lieutenant Chris Watts
Print Name

+1 (512) 943-1689
Phone Number

RECEIVED
DEC 13 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

MEMORANDUM

Williamson County Sheriff's Office

Corrections

TO: Captain Pokluda
FROM: Lt. Christopher T. Watts
DATE: 12/09/2016
SUBJECT: Items for Destruction

The following items are for Destruction:

1. Inmate Uniforms Pants (266) and Tops (170)
2. Inmate Shoes (Crocs) 256 in total
3. Inmate Towels (571)
4. Inmate Blankets (79)
5. Inmate Mattress Covers (350)
6. Inmate Suicide Smocks (9)
7. Inmate kitchen work boots (35)

All of the above items have been ripped or torn beyond repair.

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Inmate Mattress	See Attached Report		Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

Transferor - Elected Official/Department Head/ Authorized Staff:

LC Marshall
Print Name

LC Marshall 12-13-16
Signature Date

Contact Person:

Lieutenant Chris Watts
Print Name

+1 (512) 943-1689
Phone Number

RECEIVED
DEC 13 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

MEMORANDUM

Williamson County Sheriff's Office

Corrections

TO: Captain Pokluda
FROM: Lt. Christopher T. Watts
DATE: 12/09/2016
SUBJECT: Item for Destruction

The following items are for Auction:

We have 100 Inmate Mattress that cannot be fixed, the covers have been ripped and the stuffing has been torn into unsalvageable pieces.

Commissioners Court - Regular Session **14.**

Meeting Date: 01/10/2017

Asset Transfer

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various of various county assets through inter-departmental transfer including (1) Surface Pro 8 with charger and mouse and (1) Dell Laptop (see attached list) pursuant to Tx. Local Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Jayme Jasso		Started On: 01/04/2017 04:12 PM
Final Approval Date: 01/04/2017		

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	Windows 8 Surface Pro with mouse and charger	010709452453		Working

Parties involved:

FROM (Transferor Department): Larry Madsen, County Commissioner, Pct. 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Larry Madsen
Print Name

Larry Madsen 12-22-16
Signature Date

Contact Person:

Julia Cooper
Print Name

+1 (512) 846-1190
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Bill Gravell, Jr., Justice of the Peace, Pct. #3

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

Bill Gravell, Jr.
Print Name

Bill Gravell 12-20-16
Signature Date

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

Contact Person:

Melissa Goins
Print Name

+1 (512) 943-1508
Phone Number

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DEC 27 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 Latitude E6530 Laptop	4YHTL02		Working

Parties involved:

FROM (Transferor Department): Bill Gravell Jr., Justice of the Peace, Pct. #3

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DEC 28 2016
WILLIAMSON COUNTY
AUDITORS OFFICE

Transferor - Elected Official/Department Head/ Authorized Staff:

Bill Gravell Jr.
Print Name

Bill Gravell Jr. 12-22-16
Signature Date

Contact Person:

Melissa Goins
Print Name

+1 (512) 943-1508
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Larry Madsen, County Commissioner, Pct. #4

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

Larry Madsen
Print Name

Larry Madsen 12-19-16
Signature Date

Contact Person:

Julia Cooper
Print Name

+1 (512) 846-1190
Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **15.**

Meeting Date: 01/10/2017

WILCO Investment Policy January 2017

Submitted By: Jerri Jones, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on approving the 2017 Williamson County Investment Policy and entering said policy into the official minutes of the Williamson County Commissioners Court. No changes from the 2016 Investment Policy are proposed.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WILCO Investment Policy 2017

First Southwest Review

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Jerri Jones		Started On: 01/05/2017 09:22 AM
Final Approval Date: 01/05/2017		

WILLIAMSON COUNTY

INVESTMENT POLICY

JANUARY 2017

WILLIAMSON COUNTY
INVESTMENT POLICY
January 2016

I. INVESTMENT AUTHORITY

In accordance with Section 116.112(a) of the Local Government Code and/or Title X, Chapter 2256, Section 2256.005 (f) and (g), the Williamson County Treasurer, under the direction of the Williamson County Commissioners' Court (the "Court"), may invest the County funds that are not immediately required to pay obligations of Williamson County (the "County"). The Treasurer shall act as the Investment Officer of the County. The Commissioners' Court may designate one or more county officers or employees as Investment Officers to assist the Treasurer in investment related duties.

Not less than annually, the Court shall adopt a written resolution stating that it has reviewed the Investment Policy and that the written instrument so adopted shall record any amendments made to the Investment Policy.

II. SCOPE

This Investment Policy and Strategy applies to all County funds including General Revenue, Road and Bridge, Tobacco, Construction, Reserve funds, Debt Service funds and funds of the County Benefits Program. Additional non-county funds are listed in Section IX of this policy.

III. INVESTMENT OBJECTIVES

111.1 General Statement

Funds of the County will be invested in compliance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each group of funds as they are adopted by the Court's resolution.

111.2 Safety and Maintenance of Liquidity

The County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

111.3 Diversification

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from a concentration of assets in a specific maturity (save and except zero duration funds), a specific issuer or a specific class of investments. Investments of the County shall always be selected to provide stability of income and reasonable liquidity.

111.4 Yield

The yield objective of the County is to earn the maximum return on its investments within policy guidelines imposed by safety and liquidity objectives, investment strategies for each group of funds as well as state and federal law governing investment of public funds. Investment performance will be measured by weighted average yield to maturity at cost.

111.5 Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest rate of return of interest. When the County has funds not required to meet current-year obligations, maturity restraints will be imposed upon the investment strategy for each group of funds. The maximum allowable stated maturity of any individual investment owned by the County is three (3) years.

111.6 Quality and Capability of Investment Management

It is the County's policy to provide training as required by the Public Funds Investment Act. Periodic training in investments, policy and procedures for the County Investment Officer and members of the Investment Advisory Committee will be provided through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of county investment decisions. The County Investment Officer will be required to attend at least 10 hours of investment training each year provided through an independent source approved by the County Commissioners' Court or the Investment Advisory Committee. Investment Advisory Committee members shall also be required to attend at least 10 hours of investment training not less than once in a two-year period that begins on the first day of the fiscal year and consists of two consecutive fiscal years after that date. Certification of training for the Investment Officer and the Investment Advisory Committee members will be presented for acceptance and entry into the official minutes of the Court.

111.7 Competitive Bidding

In order to achieve a fair market price in all its investment transactions, the County requires a competitive bidding process for all individual security purchases and sales except for transactions in money market mutual funds, local government investment pools and depository "sweep" products.

At least three bids or offers must be solicited for all other transactions involving individual securities. The County's Investment Advisor is also required to solicit at least three bids or offers when transacting trades on the County's behalf. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

111.8 Investment Advisors

The County may designate, with approval from the Court, a professional investment advisory firm, registered with the Securities and Exchange Commission under the 1940 Investment Advisors Act, as well as the State Securities Board to assist the County in the management of its funds. This Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this policy. The County's relationship with the advisor shall be governed by a formal management contract between the two parties.

IV. INVESTMENT OBJECTIVES

The overall investment objectives of the County shall be to:

- ✓ Match the suitability of investments to financial requirements;
- ✓ Achieve safety of principal;
- ✓ Maintain required liquidity;
- ✓ Diversify the portfolio by investment type, issuer and maturity sector; and
- ✓ Seek the highest possible yield within policy and cash flow constraints.

V. INVESTMENT RESPONSIBILITY AND CONTROL

V.1 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performances. Members of the Committee include the County Judge, a County Commissioner, the Tax Assessor/Collector, and the County Auditor. The County Investment Officer will serve as an ex-officio member of the committee. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chair of the Committee will be elected by the Committee and the meetings will be quarterly or more frequently if needed.

V.2 Liability of Investment Officer

The County Investment Officer is not responsible for any loss of County funds through the failure or negligence of the depository bank. This policy does not release the Investment Officer, or any other person for a loss resulting from any act of official misconduct, or negligence, or for any misappropriation of such funds. The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability provided deviations are reported to the Advisory Committee on a timely basis.

V.3 Audit

The Court will review the Investment Policy and Strategies annually and, at a minimum, will have an annual compliance audit of management controls on investments and adherence to established investment policies. The independent auditor will report the results of the audit to the Court after completion of the audit.

V.4 Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- ✓ the investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,
- ✓ whether the investment decision was consistent with the written investment policy of the County.

V.5 Investment Institution Defined

The County Investment Officer shall invest County funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the Court.

V.6 Qualifications for Approval of Broker/Dealer

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the County. The qualified representative of the business organization seeking to sell an authorized investment shall execute a written instrument, provided by the County that the business organizations has:

- ✓ received and thoroughly reviewed the investment policy of the County; and
- ✓ acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization.

The investment officer may not buy any investment instrument from an entity that has not delivered to the County the instrument signed by the qualified representative.

Along with the signed affidavit the business organization shall supply the County with the following:

- ✓ Completed Broker/Dealer questionnaire.
- ✓ Completed Anti-Collusion Agreement.
- ✓ Financial statements (to be provided annually).
- ✓ Delivery instructions.
- ✓ Financial Institutions Regulatory Authority (FINRA) Certification Proof.
- ✓ Texas State Securities Commission Registration Proof.

On an annual basis, the Investment Advisory Committee shall review, revise and adopt a list of qualified brokers authorized to engage in investment transactions with the County.

If the County chooses to utilize the services of an Investment Advisor, the advisor shall be responsible for performing due diligence on the dealers with which it conducts investment transactions, shall present to the Investment Advisory Committee a list of approved broker dealers from which it obtains competitive offers and shall sign the required affidavit on behalf of these approved broker dealers.

V.7 Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program set by the Commissioners' Court of the County. The County Investment Officer shall determine the amount of cash available for payments by the County, invest the funds not required in the performance of that duty, and shall exercise good judgment and discretion to effectuate the policies herein set forth. The County Investment Officer shall be authorized to delegate to an employee(s) the authority to place orders for such investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments. Such designated employee(s) must have achieved the same certifications and training hours as the County Investment Officer.

V.8 Delivery vs. Payment

It will be the policy of the County that all investment securities shall be purchased using "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By doing so, the County funds are not released until the County has received through the Federal Reserve wire, the securities purchased.

V.9 Standard of Ethics

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that might conflict with proper execution of the investment program or might impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with Williamson County and the Texas Ethics Commission a statement disclosing any personal business relationship with any organization seeking to sell investments to the County; or, any relationship within the second degree of affinity or consanguinity to an individual seeking to sell investments to the County. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- ✓ the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
- ✓ funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- ✓ the Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

V.10 Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The County shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The County shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of broker dealers, banks, safekeeping agents or the County's investment advisor.

VI. INVESTMENT REPORTING

VI.1 Portfolio Market Valuation

All securities held in the County investment portfolio shall be priced at the current market value on a quarterly basis and reported as part of the Quarterly Investment Report. Regular mark-to-market pricing will ensure awareness of portfolio value and price volatility by County officials. Market values should be obtained from a reputable and independent source including but not limited to Bloomberg, the Wall Street Journal and Interactive Data Corporation (I D C).

VI.2 Quarterly Investment Report

Not less than quarterly, the investment officer shall prepare and submit to the County Investment Advisory Committee a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the County on the date of the report;

2. be signed by all investment officers of the County;

3. contain a summary statement of each pooled fund group that states:

   - ✓ beginning market value for the reporting period;
   - ✓ additions and changes to the market value during the period; and
   - ✓ ending market value for the period;

4. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5. state the maturity date of each separately invested asset that has a maturity date;

6. state the account or fund or pooled group fund in the County for which each individual investment was required; and

7. state compliance of the investment portfolio of the County as it relates to:

   - ✓ strategy expressed in the County's investment policy; and
   - ✓ relevant provisions of the chapter.

The independent auditor shall review reports annually with findings presented to the Court.

VI.3 Notification of Investment Changes

It shall be the duty of the Investment Officer of the County to notify the Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

VII. INVESTMENT COLLATERAL AND SAFEKEEPING

VII.1 Collateralization Policy

Consistent with the requirement of State law, the County requires that all bank deposits to be federally insured or collateralized with authorized securities. Financial institutions serving as county depositories are required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement will define the County's rights to collateral in the event of default, bankruptcy, or closing and will establish a perfected security interest in compliance with federal and state regulations. In addition, repurchase agreements must be fully collateralized during the term of the agreement.

VII.2 Allowable Collateral

Securities eligible as collateral are defined by the Public Funds Collateral Act, as amended, and include all securities permitted under the Public Funds Investment Act. Collateral adequacy shall be verified against monthly safekeeping reports. More frequent verification may be required during periods of high market volatility.

Certificates of Deposit
The market value of the principal portion of collateral pledged for certificates of deposit must at all times be *equal to or greater than* the par value of the certificate of deposit plus accrued interest, less the applicable level of FDIC insurance.

Repurchase Agreements
A repurchase agreement's collateral level must be maintained at or above 102% of the agreement's outstanding balance plus accrued interest.

VII.3 Correcting Collateral Deficiencies

Certificates of Deposit
If the collateral pledged for a CD falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Bank issuing the CD will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

Repurchase Agreements
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

VII.4 Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Substitution is permitted, but should be limited if possible to minimize potential administrative problems and transfer expense. In the case of a flexible repurchase agreement, an independent third-party custodian shall be responsible for collateral substitution and maintaining proper securitization.

VII.5 Safekeeping

All purchased securities shall be registered in the County's name and held in safekeeping at a third-party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the County Depository Bank shall be held in safekeeping by the County.

VIII. INVESTMENT TYPES

VIII.1 Authorized Investments

The County Investment Officers shall use any or all of the following authorized investment instruments consistent with Title X, Chapter 2256 of the Texas Government Code:

1. Obligations of the United States or its agencies and instrumentalities, including FHLB letters of credit;

2. Direct obligations of this state or its agencies and instrumentalities;

3. No-load money market mutual funds if the mutual fund:

   - ✓ is regulated by the SEC;
   - ✓ has a dollar-weighted average stated maturity of 60 days or less;
   - ✓ includes in its investment objectives the maintenance of a stable $1.00 net asset value per each share;
   - ✓ is limited as to the amount invested per the requirements set forth in Chapter 2256, Government Code Section 2256.014; and
   - ✓ has supplied the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies or instrumentalities, including any obligation that is fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent;

6. Certificates of deposit, if issued by a state or national bank located in this state and:

   - ✓ guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; and
   - ✓ secured in any other manner and amount provided by law for deposits of the County;

7. A fully collateralized repurchase agreement, if it:

   - ✓ has a defined termination date;
   - ✓ is secured by any combination of cash and obligations described by Section 2256.009 (a)(1) of the Public Funds Investment Act; and
   - ✓ requires the securities being purchased by the County to be pledged to the County, held in the county's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and
   - ✓ is placed through a primary government securities dealer, approved by the County, or a financial institution doing business in this state; and,
   - ✓ is supported by a Master Repurchase Agreement executed by both parties.

8. Commercial paper is an authorized investment, if the commercial paper:

   - ✓ has a stated maturity of 270 days or fewer from the date of its issuance; and,
   - ✓ is rated not less than A-1 or P-1 or an equivalent rating by at least;

     1. two nationally recognized credit rating agencies; or
     2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9. Eligible investment pools, as defined in the Public Funds Investment Act. Each pool requires a written resolution from the Court authorizing investment in the particular pool. The investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The County by contract may

delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

VIII.2 Prohibited Investments

The following securities are not eligible investments for Williamson County:

- ✓ Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- ✓ Obligations whose payment represents the principal payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no interest.
- ✓ Collateralized mortgage obligations (CMO's) that have a stated maturity date of greater than 10 years.
- ✓ CMO's having a coupon rate determined by an index that adjusts opposite to changes in a market index ('Inverse Floater")

IX. NON-COUNTY FUNDS

The following funds are designated as non-county because they are under the authority of a Williamson County official who chooses to invest the funds within the guidelines designated by the statutes of the State of Texas. These funds may not be considered funds that belong to the County but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy. An exception may be made when required by state law.

IX.1 Tax Assessor/Collector

County funds are invested to enhance investment return for the County before the County receives the funds. State of Texas funds in the custody of the Tax Assessor/Collector may be invested before remitting to the state or to the entity for whom the Tax Assessor/Collector is contracted to collect taxes.

IX.2 County Clerk Registry Funds

County Clerk Registry Funds are received by court order from Commissioners' Court, County Court-at-Law, or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and the County Courts-at-Law prior to disbursement of the funds.

IX.3 District Attorney Forfeiture funds

District Attorney Forfeiture Funds are designated by a court of law and placed under the authority of the District Attorney. These funds must be deposited in the County depository and then may be invested until a District Court order is issued to release the funds.

IX.4 District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.

IX.5 County Treasurer's Adult Probation Funds

Funds designated as the "County Treasurer's Adult Probation" funds may be invested by the County Investment Officer upon an inter-governmental agreement with the Commissioners' Court and the Williamson County Community Supervision and Corrections Department. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.6 Williamson County/Cities Health District Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County/Cities Health District Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

IX.7 Williamson County Benefits Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County Benefit Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

X. INVESTMENT FUND STRATEGIES

PREFACE

It is the policy of Williamson County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.
In accordance with the Public Funds Investment Act, the County's investment strategies shall address the following priorities (in order of importance):

- ✓ Understanding the suitability of the investment to the financial requirements of the County,
- ✓ Preservation and safety of principal,
- ✓ Liquidity,
- ✓ Marketability of the investment prior to maturity,
- ✓ Diversification of the investment portfolio, and
- ✓ Yield.

Effective investment strategy development coordinates the primary objectives of the County's Investment Policy and cash management procedures to enhance interest earnings and reduce investment risk. Active cash management will increase the available "investment period" and subsequently interest earnings. Maturity selections shall be based on cash flow and market conditions to take advantage of various interest rate cycles. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore specific strategies shall be implemented considering the fund's unique requirements. The County's funds shall be analyzed and invested according to the following major fund types:

Operating Funds
Construction and Capital Improvement Funds
Debt Service Funds
Enterprise Funds
Internal Service Funds

XI. STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

A. Operating Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal- All Operating Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the portfolio's weighted average maturity to less than 365 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

B. Construction and Capital Improvement Funds

Suitability — Any investment eligible in the Investment Policy is suitable for Construction and Capital Improvement (CC&I) Funds.

Safety of Principal — All CC&I Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the

Construction and Capital Improvement Fund's portfolio not to exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — County funds used for construction and capital improvement programs have reasonably predictable draw down schedules. Therefore investment maturities shall generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request, this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the County is best served by locking in most investments. If the arbitrage yield can not be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any County funds.

Yield — Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will seek to exceed the 6-month Constant Maturity Treasury average.

C. Debt Service Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal — All Debt Service Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Debt Service Fund's portfolio not to exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity — Debt service funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds shall provided a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions influence the attractiveness of fully extending maturity to the next "un-funded" payment date. Generally, if investment rates are

trending down, the County is best served by locking in most investments. If interest rates are flat or trending up, then concurrent market conditions will determine the attractiveness of extending maturity or investing in shorter alternatives. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield — Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

D. Enterprise Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Enterprise Funds.

Safety of Principal — All Enterprise Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Enterprise Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Enterprise Fund requires short-term liquidity. Constant dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The minimum yield objective shall be the 91-day Treasury bill average.

E. Internal Service

Suitability — Any investment eligible in the Investment Policy is suitable for the Internal Service Funds.

Safety of Principal — All funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Internal Service Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Internal Service Fund requires short-term liquidity. Constant Dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The average 91-day Treasury bill yield shall be the minimum yield objective.

300 W. 6th Street
Suite 1940
Austin, Texas 78701

512-481-2009 Direct
800-575-3792 Toll Free
512-481-2020 Fax

Scott McIntyre, CFA
Managing Director

scott.mcintyre@hilltopsecurities.com

POLICY REVIEW

December 1, 2016

Ms. Jerri Jones, Treasurer
Williamson County
710 S Main Street, Suite 105
Georgetown, TX 786266

Dear Jerri:

As requested, First Southwest Asset Management, Inc. has performed a review of the County's written investment policy to determine compliance with the Texas Public Funds Investment Act (the "Act"), Texas Government Code, Chapter 2256. Our review was limited in scope, with the primary purpose being to evaluate conformity with the Act. We did not seek to ensure that all funds and procedures are addressed in the policy, nor have we reviewed compliance with the policy or internal controls of the County. Based upon our review, we have reached the following conclusion:

We believe that all necessary language as required by the Texas Public Funds Investment Act (the "Act"), as amended in the 84th Texas Legislative session, is present in the Williamson County Investment Policy. The Texas Legislature did not meet in 2016, so the Act is unchanged from last year. As a result, there are no required or suggested changes to the County's investment policy.

Please let me know if there are any questions I can answer related to policy.

Sincerely,

Scott McIntyre

Commissioners Court - Regular Session **16.**

Meeting Date: 01/10/2017

Acknowledge and note in Minutes the CE hours for Investment Academy

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to note in the Minutes the continuing education hours for TX Assoc. of Counties Certified Investment Officer and the County Investment Academy on behalf of County Clerk Nancy E. Rister.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2016 CE Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Nancy Rister		Started On: 01/05/2017 11:22 AM
Final Approval Date: 01/05/2017		

Emmett & Miriam McCoy College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2016 Certificate of Membership

County Investment Academy

Hon. Nancy E. Rister

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Williamson County

Issued by the Texas Association of Counties the thirty-first day of December, 2016

Hon. Joyce G. Hudman, President

Mr. Gene Terry, Executive Director

Commissioners Court - Regular Session **17.**

Meeting Date: 01/10/2017

Williamson County Expo Center P418 - Change Order 19

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the Williamson County Expo Project; Change Order # 19 in the amount of $29,545.25 for additional miscellaneous work necessary for the completion of the original design intent, functionality of the facility and accommodations for events during construction; which was executed by Dale Butler pursuant to the previous grant of authority under Section 262.031 of the Local Government Code.

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Change Order 19

Expo Budget Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Gina Wrehsnig		Started On: 01/04/2017 09:34 AM
Final Approval Date: 01/04/2017		

Change Order Request

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

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 019 **Date:**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	Ricky Galloway Flintco, LLC 8100 Cross Park Drive Austin, TX 78754

Description	Category	Status
OCO 019 - Wilco Expo Misc Closeout Work		Pending - Owner

Reference	Required By	Days Req	Amt Req
		0	$0.00

Notes

[12/6/2016 3:23 PM Flintco, LLC - Ricky Galloway]
Misc pricing for work at completion of project. All work has been completed.

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
053	12/5/2016		$0.00	0	Change Order	Owner Directive

Wilco Expo Misc Closeout Work

Misc pricing for work at completion of project. All work has been completed.

Item No	Item Description	Amt Prop	Reference
001	Alamo Door - Add lintel brush seals at 4 large overhead coiling doors at Enclosed Expo requested by County	$2,083.00	
002	Takeform - Added signage requested by County	$1,268.69	
004	Hull Supply - Additional cylinders for outdoor panic hardware requested by County	$993.56	

005	Cherry Painting - Expo caulking at CMU/metal panels requested by County	$1,744.00	
007	Big State Electric - Added secure enclosures for fan controllers at Covered Penning requested by County	$485.00	
008	Big State Electric - Electrician Staffing for Rodeo requested by County	$1,563.00	
010	Gratr Landscapes - Credit for landscape revisions at West Concessions	$(2,102.00)	
011	TOTAL TO BE FUNDED FROM BUYOUT CONTINGENCY		$6,035.25
013	Big State Electric - Exit lighting in restrooms, required by Fire Marshal	$876.00	
014	Big State Electric - Power for restroom sink faucets, not shown on plans	$5,274.00	
015	Big State Electric - Rope lighting for trellis; material cost only	$184.00	
016	Baker Drywall - remove and replace Rulon ceiling for fire alarm install	$418.00	
017	Baker Drywall - Seal gap between CMU and deck at West Concessions, required by Inspector	$692.00	
018	Baker Drywall - Added insulation at parapet wall, added by Design Team	$671.00	
019	R & R Masonry - Lower counter wall 8" at West Concessions	$1,591.00	
020	Keystone Concrete - Patch grade beam at Covered Penning	$2,892.00	
021	Hull Supply - Add auto openrs at West Concession restrooms to keep bugs out	$244.00	
022	Quality Iron - added RTU support steel, not shown on plans	$1,858.00	
024	Champion Site Prep - Extra street sweeper and asphalt patching for Rodeo	$1,754.00	
025	Buda Woodworks - Added SSM2 counter and A&M support brackets per ASK 41	$3,961.00	
026	Hull Supply - 2x replacement doors, damaged in construction	$2,413.00	
027	Hull Supply - Louvers at exterior doors, plans ref mech drawings, not shown in mech plans	$682.00	
030	TOTAL TO BE FUNDED FROM CONTRUCTION CONTINGENCY		$23,510.00
	TOTAL OCO#019 VALUE TO BE FUNDED FROM CONTINGENCIES		**$29,545.25**

Flintco, LLC		Williamson County Texas
CONTRACTOR	ARCHITECT	OWNER
8100 Cross Park Drive Austin, TX 78754		3101 SE Inner Loop Georgetownn, TX 78626
Address	Address	Address
By David Murphey	By	By Dale Butler
SIGNATURE	SIGNATURE	SIGNATURE
DATE 12-22-16	DATE	DATE 12-22-16

Potential Change Orders

Detailed, Grouped by Each Number

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

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 053	12/5/2016	Wilco Expo Misc Closeout Work	Pending

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Owner Directive		019	

Notes

Revenue Code

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

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - ALADS - 000.083300.S	12/12/2016		**Budget:**	Pend Rev	$2,083	$2,083	$2,083	$2,083
Alamo Door - Add lintel brush seals at 4 large overhead coiling doors at Enclosed Expo requested by County			**Cost:**	Pend Commt	$2,083	$2,083	$2,083	$2,083
002 - TAKFOR - 000.101401.S	12/12/2016		**Budget:**	Pend Rev	$1,269	$1,269	$1,269	$1,269
Takeform - Added signage requested by County			**Cost:**	Pend Commt	$1,269	$1,269	$1,269	$1,269
004 - HULSUP - 000.087102.S	12/12/2016		**Budget:**	Pend Rev	$994	$994	$994	$994
Hull Supply - Additional cylinders for outdoor panic hardware requested by County			**Cost:**	Pend Commt	$994	$994	$994	$994
005 - CHEPAI - 000.099000.S	12/12/2016		**Budget:**	Pend Rev	$1,744	$1,744	$1,744	$1,744
Cherry Painting - Expo caulking at CMU/metal panels requested by County			**Cost:**	Pend Commt	$1,744	$1,744	$1,744	$1,744
007 - BIGSE - 000.260000.S	12/12/2016		**Budget:**	Pend Rev	$485	$485	$485	$485
Big State Electric - Added secure enclosures for fan controllers at Covered Penning requested by County			**Cost:**	Pend Commt	$485	$485	$485	$485
008 - BIGSE - 000.260000.S	12/12/2016		**Budget:**	Pend Rev	$1,563	$1,563	$1,563	$1,563

Big State Electric - Electrician Staffing for Rodeo requested by County		**Cost:**	Pend Commt	$1,563	$1,563	$1,563	$1,563
010 - GRALA - 000.329000.S	12/12/2016	**Budget:**	Pend Rev	-$2,102	-$2,102	-$2,102	-$2,102
Gratr Landscapes - Credit for landscape revisions at West Concessions		**Cost:**	Pend Commt	-$2,102	-$2,102	-$2,102	-$2,102
011 - - 000.975700.M	12/12/2016	**Budget:**	Pend Rev	-$6,035	-$6,035	-$6,035	-$6,035
Buyout Contingency		**Cost:**	Pend Commt	-$6,035	-$6,035	-$6,035	-$6,035
013 - BIGSE - 000.260000.S	12/12/2016	**Budget:**	Pend Rev	$876	$876	$876	$876
Big State Electric - Exit lighting in restrooms, required by Fire Marshal		**Cost:**	Pend Commt	$876	$876	$876	$876
014 - BIGSE - 000.260000.S	12/12/2016	**Budget:**	Pend Rev	$5,274	$5,274	$5,274	$5,274
Big State Electric - Power for restroom sink faucets, not shown on plans		**Cost:**	Pend Commt	$5,274	$5,274	$5,274	$5,274
015 - BIGSE - 000.260000.S	12/12/2016	**Budget:**	Pend Rev	$184	$184	$184	$184
Big State Electric - Rope lighting for trellis; material cost only		**Cost:**	Pend Commt	$184	$184	$184	$184
016 - BAKDRAU - 000.092000.S	12/12/2016	**Budget:**	Pend Rev	$418	$418	$418	$418
Baker Drywall - remove and replace Rulon ceiling for fire alarm install		**Cost:**	Pend Commt	$418	$418	$418	$418
017 - BAKDRAU - 000.092000.S	12/12/2016	**Budget:**	Pend Rev	$692	$692	$692	$692
Baker Drywall - Seal gap between CMU and deck at West Concessions, required by Inspector		**Cost:**	Pend Commt	$692	$692	$692	$692
018 - BAKDRAU - 000.092000.S	12/12/2016	**Budget:**	Pend Rev	$671	$671	$671	$671
Baker Drywall - Added insulation at parapet wall, added by Design Team		**Cost:**	Pend Commt	$671	$671	$671	$671
019 - R&RMA - 000.040000.S	12/12/2016	**Budget:**	Pend Rev	$1,591	$1,591	$1,591	$1,591
R & R Masonry - Lower counter wall 8" at West Concessions		**Cost:**	Pend Commt	$1,591	$1,591	$1,591	$1,591
020 - KEYCO - 000.030000.S	12/12/2016	**Budget:**	Pend Rev	$2,892	$2,892	$2,892	$2,892
Keystone Concrete - Patch grade beam at Covered Penning		**Cost:**	Pend Commt	$2,892	$2,892	$2,892	$2,892
021 - HULSUP - 000.087102.S	12/12/2016	**Budget:**	Pend Rev	$244	$244	$244	$244
Hull Supply - Add auto openrs at West Concession restrooms to keep bugs out		**Cost:**	Pend Commt	$244	$244	$244	$244
022 - QUAIOC - 000.051000.S	12/12/2016	**Budget:**	Pend Rev	$1,858	$1,858	$1,858	$1,858
Quality Iron - added RTU support steel, not shown on plans		**Cost:**	Pend Commt	$1,858	$1,858	$1,858	$1,858
024 - CHASIT - 000.310000.S	12/12/2016	**Budget:**	Pend Rev	$1,754	$1,754	$1,754	$1,754
Champion Site Prep - Extra street sweeper and asphalt patching for Rodeo		**Cost:**	Pend Commt	$1,754	$1,754	$1,754	$1,754
025 - BUDWOO - 000.064000.S	12/12/2016	**Budget:**	Pend Rev	$3,961	$3,961	$3,961	$3,961
Buda Woodworks - Added SSM2 counter and A&M support brackets per ASK 41		**Cost:**	Pend Commt	$3,961	$3,961	$3,961	$3,961
026 - HULSUP - 000.087102.S	12/12/2016	**Budget:**	Pend Rev	$2,413	$2,413	$2,413	$2,413

Hull Supply - 2x replacement doors, damaged in construction		**Cost:**	Pend Commt	$2,413	$2,413	$2,413	$2,413
027 - HULSUP - 000.087102.S	12/12/2016	**Budget:**	Pend Rev	$682	$682	$682	$682
Hull Supply - Louvers at exterior doors, plans ref mech drawings, not shown in mech plans		**Cost:**	Pend Commt	$682	$682	$682	$682
030 - - 000.975500.M	12/12/2016	**Budget:**	Pend Rev	-$23,510	-$23,510	-$23,510	-$23,510
Construction Manager Contingency		**Cost:**	Pend Commt	-$23,510	-$23,510	-$23,510	-$23,510

Alamo Door Systems
16358 Nacogdoches Road
San Antonio, TX 78247
(210) 657-1150 ext. 305 Phone
(210) 657-0327 Fax

October 19, 2016 Proposal: **Williamson County Expo Center Lintel Seals**

Subject to the conditions listed below, we propose to furnish and install the following:

SECTION 083323 OVERHEAD COILING DOORS
Install "Z" lintel brush seals above the following doors only.
1ea, **Mark, 103AB**.
3ea, **Mark, 130AE, 130BB, 130BE**.

$ 2,083.00

Sales tax is excluded.
Cost of bond is excluded.
We acknowledge addenda 1-3.

This proposal is based on the following conditions:

1. Special insurance requirements may cost additional premiums. Any additional insurance premiums will be added to this proposal amount. Attached is a description of our standard insurance package.
2. Protection of our work "in place" is not our responsibility. We will not be responsible for damage to our work caused by other parties or by the improper use of equipment by others.
3. We will NOT indemnify or "hold harmless" any party from claims attributable to bodily injury, sickness, disease or death, or to damage or destruction of tangible property, where such claim or damage is caused "in whole" by any other party. We will NOT indemnify any other party from the consequences of their own negligence. If you accept this proposal, then you agree that any such language in your subcontract agreement will be superceded by this proposal.
4. In the event that our contract/subcontract agreement is with a general contract or construction management firm, then we will look to same for payment of our work. Any subcontract language which states that payment by owner to contractor shall be a "condition precedent" to payment by contractor to subcontractor will be superceded by this proposal. Nothing in the subcontract agreement shall be construed to require us to continue performance of the work if we do not receive timely payment for properly performed work and for suitable stored materials.
5. This bid is conditioned on parties entering into a mutually acceptable subcontract agreement. If the parties do not agree on the form of subcontract, then they will execute an American Institute of Architect's A401-1997 form subcontract.
6. Venue of any disputes hereunder or arising from the Project will be in the County where the Project is located.
7. The contractor's schedule shall provide time for us to perform our work between the hours of 7:30 a.m. and 6:00 p.m. on weekdays. This proposal does not include provision for our being required to perform overtime work for delays not caused by us.
8. Unless noted otherwise, all applicable state and local taxes are not included and should be added.
9. All openings to be properly framed by the general contractor and ready to receive our material.
10. All finished painting is by others unless material is specifically noted as pre-finished.
11. We exclude countertops and sills unless specifically noted otherwise.
12. Lead time for this material is approximately 6 weeks after field dimensions.

13. We will successfully "Drop Test", with a witness, a counter fire door one time only. Any additional drop tests and re-set of the door will be an additional charge.
14. Prices are subject to change if not accepted within 60 days.
15. No changes will be performed except on the written order of the Contractor; Subcontractor is entitled to equitable adjustment in the subcontract price and time for such changes.

This proposal excludes the following:

1. We exclude all wire, conduit and wiring for power and controls
2. We exclude extension and hook-up of wiring for SS90B release devices, smoke or fire alarms, smoke detectors, photo eyes or sensors, pneumatic or electrical safety edges, etc., that are tied into the building alarm system.
3. Alamo Door Systems will not be responsible for wiring of any type unless noted otherwise.
4. Alamo Door Systems will make final connections only.

This proposal is subject to the following terms:

1. All orders are subject to credit approval and are C.O.D. unless credit has been approved.
2. If credit has not been approved, a 50% deposit will be required with the order with the balance due at the time of the installation.
3. Cash, checks and credit cards are accepted.
4. Subcontractor will not be required to furnish releases or waivers of bond or lien claims beyond the extent of collected payments.

Very truly yours,

ALAMO DOOR SYSTEMS

Warren Mays

Warren Mays

ACCEPTANCE: Terms, price and specifications on all pages of this proposal are hereby accepted and the work is authorized.

Purchaser: _____

Signature: _____Title:_____ Date:_____

takeform
11601 Maple Ridge Road
Medina, NY 14103
800-528-1398

Quote 151151

Date October 18, 2016

Prepared for	Flintco LLC 8100 Cross Park Drive Austin, TX 78754	**Ph** **Fax** Email	(512) 822-7364 (000) 000-0000 DFreisner@flintco.com
	David Freisner	Salesperson Salesperson Email	Christian Johnson Chris.Johnson@takeform.net

Job Name: WIL0030: Williamson County Expo Center

Interior Signage:
The submitted signage product is Fusion 1 per the Addenda 2 specification. Product face shall be standard grade laminate. ADA compliant tactile lettering will be 1/32" thick, matte polycarbonate and subsurface colored for scratch resistance and applied to the face of the sign. All signs will be provided with Takeform's standard decorative mounting hardware. Quantities were determined doing a standard Takeform take-off, using the floor plans provided in the drawings.
For more details visit our website at www.takeform.net/fusion.

		Qty	Unit Net Price	Extended Net Price
1	Type G.4: Large Room ID	2	$ 96.60	$ 193.20
2	Glass Backer for Type G.4	2	$ 13.80	$ 27.60
3	Type M: Interior Flag Mount	1	$ 92.36	$ 92.36
4	Type M.a: Interior Wayfinding Flag Mount	2	$ 155.91	$ 311.82
5	Type M.x: Exterior Flag Mount	1	$ 161.33	$ 161.33
6	A0100 Silicone Adhesive Tube	1	$ 12.38	$ 12.38
7	Installation (optional)	1	$ 450.00	$ 450.00

Subtotal:	$ 1,248.69
Shipping and Handling:	$ 20.00
Total:	$ 1,268.69

Notes:

TERMS: Per Contract

takeform
11601 Maple Ridge Road
Medina, NY 14103
800-528-1398

Quote 151151

Date October 18, 2016

Job Name: WIL0030: Williamson County Expo Center

DEPOSIT: 40% Required with order.

MINIMUMS: Orders less than $500 must be paid by credit card or paid in full before shipment.

RELEASE TO PRODUCTION: Client approval of rendering, site plan, and message schedule/plot required prior to production release. In addition, all sign permits will be obtained prior to production.

DELIVERY: Please consult your Account Manager for lead time.

INSTALLATION: Installation price is based on typically encountered conditions. Abnormal soil conditions, and/or unexpected install circumstances may incur additional charges.

SITE READINESS: If for any reason, installation is not able to be completed on the schedule day(s), additional charges may apply.

POWER: Electrical power to illuminated signs shall be the responsibility of others.

TAXES: Taxes are included unless otherwise stated. . Resale orders require a Tax Exempt Certificate. Note: State and county taxes may be applied at time of final invoicing.

CHANGES: Changes in quantities, sign types and/or finishes may affect prices.

CANCELLATION: Canceled orders shall be subject to a 25% cancellation fee.

EXPIRATION: Prices valid for 90 days.

WARRANTY: Takeform warrants its products to be free of defects in material and workmanship for a period of two years from date of shipment. Warranty covers all material and labor to repair or replace products determined to be defective.

PERMIT FEE: Payment required by public entity for permit issuance (fees shown may be subject to change).

APPLICATION FEE: Payment required by public entity to review permit application.

VARIANCE FEE: Additional payment required by public entity for a variance from the sign ordinance.

MEETING ATTENDANCE FEE: Cost to attend public hearing whether to secure a variance or other permit requirements.

PE STAMP: Professional Engineer Stamp (approval).

RESEARCH/ACQUISITION: Cost to research local sign ordinance and complete permit applications.

Purchase Order # _____ **Total:** $ 1,268.69

Signature Ricky Galloway

HULL
SUPPLY SERVICES ACCESS CONTROLS
COMMERCIAL DOORS, FRAMES, & HARDWARE
www.hullsupply.com Security License #B15803
5117 East Cesar Chavez PH: 512-385-1262
Austin, TX 78702 Fax: 512-385-0225
Counter Fax:
MATT SOUTHARD
mattsouthard@hullsupply.com
Ph: 512-225-8061

Quote

Sales Order NO: 0171235
Order Date: 10/24/2016
Ship Date: **11/16/2016**
Job NO: 1501683

SOLD TO:
0004451
FLINTCO CONST. SOLUTIONS
8100 CROSS PARK DR
AUSTIN, TX 78754-5249

ContactName: David Freisner
ContactPh: (512) 761-2050

SHIP TO:
Williamson County Expo Ctr
210 Carlos Parker Blvd.
Taylor, TX

Customer PO	Ship Via	FOB	TERMS	Written By:
	OUR_TRUCK		Net 30 days	MATT SOUTHARD

Line NO	Ship Qty	UM	Qty Picked	Qty	ITEM NUMBER	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
1	13	EA	____	____	12E72S2RP3262	BES 12E7-S2-RP3-626 L/C RIM CYLINDER HOUSING (LESS CORE)	Bin: KEYSHOP	29.12	378.56
2					/LABOR.NEWCONST	LABOR - NEW CONSTRUCTION WILLCO CONST.	Bin:		540.00
3					/DELC	DELIVERY CHARGE ZONE C	Bin:		75.00

Note: Check shipments thoroughly. We are not responsible for shipment after delivery. Your signature here means you acknowledge receipt of material on this page and previous page(s). Keep your receipt for verification of such.

Received by_____ Date:_____

Print Name:_____

Net Order:	993.56
Less Discount:	0.00
Freight	0.00
Sales Tax:	0.00
Order Total:	993.56
Less Deposit:	0.00
Order Balance:	993.56

RE-STOCKING FEE 25% ***SPECIAL ORDERED ITEM NOT RETURNABLE**

HMD	STF	KEYSHOP	PURCHASING
WDR	ALF	INSTALL	SHIPPING
HME	CAGE	TAGGING	SERVER

Printed: 10/24/2016 3:56:55PM
SO WITH TAGS\SO_SalesOrder2.RPT

CHERRY PAINTING COMPANY INC.

HUB Certificate/VID# 1752490105900 HABE/MBE/SBE CERT. # 212045083
City of Austin Certified Minority-Owned Business #V916002

Dallas
2000 Surveyor Blvd. Carrollton, Texas 75006
Phone: 972-242-4287 Fax: 972-242-4782

Austin
500 Victor Street Suite 600 Austin, Texas 78753
Phone: 512-614-0422 Fax: 512-394-5612

FLINTCO CONSTRUCTION
Attention: Ricky Galloway
Phone:
Email:

JOB NAME: Wilco Expo

ADDRESS: Taylor, TX

Date: October 26, 2016

From: Zip Drain
zip@cherrypaint.com

PROJECT MANAGEMENT:

We hereby propose to furnish and install all labor and materials in accordance with plans and specifications on the above project. Our scope of work pertains to sections 09900 of the specifications involving Painting

$1,744.00
AMOUNT:

SCOPE OF WORK:

Expo Hall (interior)

Custom Color Caulking between MTL panel and CMU
Includes use of backer rod to fill gaps prior to caulking.

END OF SECTION.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **09/09/16**

Recipient Information		Project Information	
To:	**Flintco Constructive Solutions**	Project Name: Williamson County Expo	
Attention:	**David Freisner**	Project Number: 1666	
Address:	**8100 Cross Park Drive**		
	Austin, Texas 78754	**Change Proposal Detail**	
		Proposal Number:	**24**
Phone:	**512-328-1411**	Total Cost:	**$485**
Fax:	**512-328-1432**	Extension Period:	**days**
		Description:	**Install Jbox for controllers**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

This is to install a jbox for the fan controllers in the penning area.

The changes listed above are hereafter referred to as Change Proposal Number 24. We need approval for this proposal by September 23, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 24
09/09/16

Material Cost		$158.97		
Material Tax @	0.00%	$0		
Total Material Cost		$159	→	$159
Labor Hours		3.69		
Safety Hours @	1.00%	0.0		
Project Cleanup Hours @	1.50%	0.1		
Total Electrician Hours		3.8		
Electrician Overtime Rate/Hour	$69.00		$261	
Guarantee Hours @	0.00%	0.00		
Supervision Hours @	10.00%	0.37		
Total Supervision Hours		0.37		
Supervisor Rate/Hour	$58.00		$21	
As-builts Hours @	0.00%	0.00		
Estimating Hours @	0.00%	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	$63.00		$0	
Subtotal - Labor			$282	
Labor Burden @	0.00%		$0	
Total Labor Cost			$282 →	$282
Subtotal - Material & Labor				$441
Overhead/Profit @	10.00%			$44
Subtotal				$485
Change Fee @	0.00%			$0
Subtotal				$485
Freight			$0	
Freight Markup @	10.00%		$0	
Total Equipment			$0 →	$0
Bond Fee @	0.00%			$0
Total Change Proposal Fee				$485

An executed change order will need to be issued prior to any work started or any materials purchased.

Quotation

HILL COUNTRY ELECTRIC SUPPLY
4801 FREIDRICH LANE
BLDG 2 STE 200
AUSTIN, TX 78744
512-428-9300
Fax 512-428-9830

QUOTE DATE	QUOTE NUMBER
09/08/2016	S101361978

HILL COUNTRY ELECTRIC SUPPLY
4801 FREIDRICH LANE
BLDG 2 STE 200
AUSTIN, TX 78744
512-428-9300
Fax 512-428-9830

QUOTE TO:

BIG STATE ELECTRIC AUSTIN
7101 BURLESON
AUSTIN, TX 78744

SHIP TO:

BIG STATE 1666 WILLIAMSON COUNTY
EXPO CENTER
210 CARLOS G PARKER BLVD
TAYLOR, TX 76574

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
38179			ABE RHODES

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
GREG RICE	OT OUR TRUCK	2% 10th Net 25th	09/08/2016	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	12x12x6 N3R B... N3R H/C (piano hinge) ENCLOSURE WITH CYLINDER KEY LOCK GALV *** Special Order Item ***	95.040/ea	95.04

QUOTE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED BY HCES.
ACCEPTANCE OF
THIS QUOTE AGREES TO HCES TERMS OF SALE.
DELIVERY DATES ARE ESTIMATES ONLY.
UNAUTHORIZED TRANSMITTAL OR REPRODUCTION IS PROHIBITED!
SALES TAX IS NOT INCLUDED!

Subtotal	95.04
S&H Charges	0.00
Amount Due	95.04

Job ID: KB 2015 10 06 WILLIAMSON COUNTY EXPO
Project: KB 2015 10 06 WILLIAMSON COUNTY EXPO

CO: CO-0032: Jbox for Controllers

Summary by Subtotal

Vendor: BRANDT **Labor Level:** CONEST **9 Sep 2016 14:48:36**

Subtotal 13 - HANGERS/SUPPORTS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
160183	1/4-20 x 1"	MACHINE SCREWS	M	8	EA	0.1058	0.85	0.0784	0.63	0.0000	0.00
160341	1 5/8" x 1 5/8"H	U-STRUT CHNL 12G STD GALV	M	2	FT	2.0324	4.06	0.1120	0.22	0.0000	0.00
160394	1/4	U-STRUT SPRING NUT	M	4	EA	1.7976	7.19	0.0840	0.34	0.0000	0.00
160406	3/8"	U-STRUT BEAM CLAMP	M	4	EA	12.9570	51.83	0.2100	0.84	0.0000	0.00
					Subtotal totals:		**63.93**		**2.03**		**0.00**

Subtotal 27 - PULL BOXES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
150898	12x12x6	PULL BOX -HINGED COVER	M	1	EA	0.0000	0.00	1.6660	1.67	0.0000	0.00
					Subtotal totals:		**0.00**		**1.67**		**0.00**
					Job totals:		**63.93**		**3.69**		**0.00**

BIG STATE ELECTRIC, LTD.

7101 Burleson RD • Austin, TX 78702 • Ph.: 512.385.6160 • Fax: 512.385.6177

September 14, 2016

Flintco, LLC
8100 Cross Park Dr.
Austin, Texas 78754

Attn: David Freisner

Re; Williamson County Expo

Please see below the pricing for providing an Electrician for the Rodeo per the following days requested.

Thursday 9/22 6:30pm – 10:30Pm OT Rate $87.00:	**ADD**	**$**	**348.00**
10% OHP		**$**	**34.80**
Total:		**$**	**382.80**
Friday 9/23 6:30pm – 12:00am OT Rate $87.00:	**ADD**	**$**	**478.50**
10% OHP		**$**	**47.85**
Total:		**$**	**526.35**
Saturday 9/24 6:30pm – 12:00am OT Rate $87.00:	**ADD**	**$**	**478.50**
Sunday 9/25 12:00am – 1:00pm DT Rate $116.00:		**$**	**116.00**
10% OHP		**$**	**59.45**
Total:		**$**	**653.95**
Rodeo Total:		**$**	**1,563.10**

If you have any questions or require any additional information regarding our above referenced proposal, please do not hesitate to contact us.

Respectfully submitted,
Jeremy Miles

Request For Change

To: David Freisner Via Email

From: Rob Housler **No. of Pages:** 1

Re: Williamson County Expo Center **Proposal Request No.:** West Consession I

Job No.: 16-110 **GRATR RFC No.:** RFC 2 R1

Date: 9/1/2016 **cc:** Job File

This Request for Change (RFC) is submitted based on revised plans, specifications and site conditions or field directives as specifically noted elsewhere in this RFC.

Acceptance and authorization will incorporate this work into the terms and conditions of the original contract between parties.

The quote provided is based on the plans and specifications noted below, when no specification is provided Gratr Landscapes Ltd., will use those practices as commonly accepted by the TNLA (Texas Landscape and Nursery Association).

Plans: West Consession Concrete Exhibit Plans.

Specifications: Original contract documents.

Scope: Labor, material, and equipment to complete

Add: Add Landscape as shown on west consession plans including seed, crushed granite trail, and steel edging.

Credit: Remove decomposed granite from original scope of work.

	Labor	Materials	Equipment	OH & P	Tax	Total
Landscape Add:	$3,894.24	$25,350.37	$819.08	$3,006.37	$0.00	$33,070.06
Credit:	($3,915.27)	($24,219.54)	($2,449.39)	($4,587.63)	$0.00	($35,171.83)
					Total:	($2,101.77)

*Should you accept this work, note your authorization to proceed in the space provided below. Return a signed copy to Gratr Landscapes followed by a properly executed change order as per the terms and conditions of the original subcontract agreement referencing this project.

Authorization to proceed: _____ **Date:** _____

Company: _____ **PO# / CO#:** _____

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **09/20/16**

Recipient Information	
To:	**Flintco Constructive Solutions**
Attention:	**David Freisner**
Address:	**8100 Cross Park Drive**
	Austin, Texas 78754
Phone:	**512-328-1411**
Fax:	**512-328-1432**

Project Information	
Project Name: Williamson County Expo	
Project Number: 1666	

Change Proposal Detail	
Proposal Number:	**29**
Total Cost:	**$876**
Extension Period:	**days**
Description:	**Exit Lights in Restrooms**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

T&M Exit Lights in Restrooms.

The changes listed above are hereafter referred to as Change Proposal Number 29. We need approval for this proposal by October 04, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 29
09/20/16

Material Cost		**$531.36**		
Material Tax @	**0.00%**	$0		
Total Material Cost		$531	→	$531
Labor Hours		**5.00**		
Safety Hours @	**1.00%**	0.1		
Project Cleanup Hours @	**1.50%**	0.1		
Total Electrician Hours		5.1		
Electrician Overtime Rate/Hour	**$46.00**		$236	
Guarantee Hours @	**0.00%**	0.00		
Supervision Hours @	**10.00%**	0.50		
Total Supervision Hours		0.50		
Supervisor Rate/Hour	**$58.00**		$29	
As-builts Hours @	**0.00%**	0.00		
Estimating Hours @	**0.00%**	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	**$63.00**		$0	
Subtotal - Labor			$265	
Labor Burden @	**0.00%**		$0	
Total Labor Cost			$265	→ $265
Subtotal - Material & Labor				$796
Overhead/Profit @	**10.00%**			$80
Subtotal				$876
Change Fee @	**0.00%**			$0
Subtotal				$876
Freight			**$0**	
Freight Markup @	**10.00%**		$0	
Total Equipment			$0	→ $0
Bond Fee @	**0.00%**			$0
Total Change Proposal Fee				$876

An executed change order will need to be issued prior to any work started or any materials purchased.

Job ID: KB 2015 10 06 WILLIAMSON COUNTY EXPO
Project: KB 2015 10 06 WILLIAMSON COUNTY EXPO

CO: CO-0036: Exit Lights n Restroom

Summary by Subtotal

Vendor: BRANDT **Labor Level:** CONEST **20 Sep 2016 15:53:08**

Subtotal 11 - EMT FITTINGS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
160831	1/2	EMT 1-HOLE STEEL STRAP	M	6	EA	0.3270	1.96	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**1.96**		**0.00**		**0.00**

Subtotal 18 - FIXTURES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
120572		EXIT SURFACE MTD 1-FACE	M	2	EA	239.4000	478.80	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**478.80**		**0.00**		**0.00**

Subtotal 23 - STEEL BOXES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
150217	1-1/2"D 15.5-CI	4" OCTAGON BAR-HGR	M	2	EA	15.7444	31.49	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**31.49**		**0.00**		**0.00**

Subtotal 37 - ROMEX/BX/UF/MC

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70209	14/2	MC CABLE W/G	M	20	FT	0.9555	19.11	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**19.11**		**0.00**		**0.00**
					Job totals:		**531.36**		**0.00**		**0.00**

BIG STATE ELECTRIC, LTD. San Antonio / Austin / Houston
7101 Burleson Rd. • Austin, TX 78744 • Ph.: 512.385.6160 • Fax: 512.385.6177

Work Order

Work Order #:		Ticket:	
Customer PO #:		Give to:	
Open Date:	Ordered By:	Schedule Date:	By:
Customer:		Big State Job:	
Site: WILCO EXPO	Contact:	Number:	
Site Address: 210 CARLOS G. PARKER BLVD. NW		Tax:	
		Type of Job:	

Request: FLINTCO

Work completed this visit: **Date of Service:**

INSTALL 2 ADDITONAL EMERGENCY LITS IN THE RESTROOMS AT THE WEST CONCESSION STAND.

Labor

Employee	Regular Hours	OT Hours
W. THOMPSON	1	
J. MAGALLNEZ	4	

Employee	Regular Hours	OT Hours
Bucket Truck		

Material

Item No.	Qty	Description	Unit Price
	2	EMERGENCY LTE FIXTURES	
	2	OCTOGON BOXES	
	20'	#12/2 MC	
	6	MC STRAPS	

Item No.	Qty	Description	Unit Price

I hereby acknowledge the satisfactory completion of the above work.

Customer Print: _____

Customer Signature: _____ Date: _____

BIG STATE ELECTRIC, LTD.
PO Box 17659 • 8923 Aero Street • San Antonio, TX 78217-0659 • Ph.: 210.735.1051 • Fax: 210.735.1671

Notes:

Site Drawings:

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **09/20/16**

Recipient Information	
To:	**Flintco Constructive Solutions**
Attention:	**David Freisner**
Address:	**8100 Cross Park Drive**
	Austin, Texas 78754
Phone:	**512-328-1411**
Fax:	**512-328-1432**

Project Information	
Project Name: Williamson County Expo	
Project Number: 1666	

Change Proposal Detail	
Proposal Number:	**30**
Total Cost:	**$5,274**
Extension Period:	**days**
Description:	**Receptacles for Faucets**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

T&Mreceptacles for Faucets this was performed on Saturday at over time rates.

The changes listed above are hereafter referred to as Change Proposal Number 30. We need approval for this proposal by October 04, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 30
09/20/16

Material Cost		**$509.50**		
Material Tax @	**0.00%**	$0		
Total Material Cost		$510	→	$510
Labor Hours		**56.00**		
Safety Hours @	**1.00%**	0.6		
Project Cleanup Hours @	**1.50%**	0.8		
Total Electrician Hours		57.4		
Electrician Overtime Rate/Hour	**$69.00**		$3,961	
Guarantee Hours @	**0.00%**	0.00		
Supervision Hours @	**10.00%**	5.60		
Total Supervision Hours		5.60		
Supervisor Rate/Hour	**$58.00**		$325	
As-builts Hours @	**0.00%**	0.00		
Estimating Hours @	**0.00%**	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	**$63.00**		$0	
Subtotal - Labor			$4,285	
Labor Burden @	**0.00%**		$0	
Total Labor Cost			$4,285	→ $4,285
Subtotal - Material & Labor				$4,795
Overhead/Profit @	**10.00%**			$479
Subtotal				$5,274
Change Fee @	**0.00%**			$0
Subtotal				$5,274
Freight			**$0**	
Freight Markup @	**10.00%**		$0	
Total Equipment			$0	→ $0
Bond Fee @	**0.00%**			$0
Total Change Proposal Fee				$5,274

An executed change order will need to be issued prior to any work started or any materials purchased.

Job ID: KB 2015 10 06 WILLIAMSON COUNTY EXPO
Project: KB 2015 10 06 WILLIAMSON COUNTY EXPO

CO: CO-0037: Receptacles for Faucets

Summary by Subtotal

Vendor: BRANDT **Labor Level:** CONEST **20 Sep 2016 16:57:32**

Subtotal 21 - DEVICES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
140011	20A	DUPLEX GFCI RECEPTACLE	M	9	EA	15.4000	138.60	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**138.60**		**0.00**		**0.00**

Subtotal 23 - STEEL BOXES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
150069	5/8"RISE 7.5-CI	2G 4"SQ PLASTER-RING	M	11	EA	0.8478	9.33	0.0000	0.00	0.0000	0.00
150137	2-1/8"D 42.0-CI	4-11/16" BOX FLT BRKT 1/2>3/4KO	M	11	EA	16.3180	179.50	0.0000	0.00	0.0000	0.00
150400	2-1/8"DEEP 16.5-CI	HANDY BOX NO /ANGL BRACKET 1/2"KO	M	6	EA	10.4681	62.81	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**251.63**		**0.00**		**0.00**

Subtotal 37 - ROMEX/BX/UF/MC

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70210	12/2	MC CABLE W/G	M	150	FT	0.6720	100.80	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**100.80**		**0.00**		**0.00**

Subtotal 42 - WIRE TERMINATIONS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
100244	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	M	25	EA	0.7386	18.47	0.0000	0.00	0.0000	0.00
					Subtotal totals:		**18.47**		**0.00**		**0.00**
					Job totals:		**509.50**		**0.00**		**0.00**

BIG STATE ELECTRIC, LTD. San Antonio / Austin / Houston
7101 Burleson Rd. • Austin, TX 78744 • Ph.: 512.385.6160 • Fax: 512.385.6177

Work Order

Work Order #:		Ticket:	
Customer PO #:		Give to:	
Open Date:	Ordered By:	Schedule Date:	By:
Customer:		Big State Job:	
Site: WILCO EXPO	Contact:	Number:	
Site Address: 210 CARLOS G. PARKER BLVD. NW		Tax:	
		Type of Job:	

Request: FLINTCO

Work completed this visit: **Date of Service:**

INSTALL 10 RECPTACLES FOR THE FAUCETS IN THE RESTROOMS IN PREFUNCTION AND IN WEST CONCESSION .

Labor

Employee	Regular Hours	OT Hours
W. THOMPSON		1
11 MEN		55

Employee	Regular Hours	OT Hours
Bucket Truck		

Material

Item No.	Qty	Description	Unit Price
	9	WHITE GFCI	
	9	DACOR COVERS	
	11	1900 4 SQ. BOXES	
	11	COVERS	
	25	MC CONNECTORS	
	150	MC #12/2	
	6	HANDY BOXES	
	1	1" TILE HOLESAW	
	1	PLASTIC ANCHOR KIT	

Item No.	Qty	Description	Unit Price

I hereby acknowledge the satisfactory completion of the above work.

Customer Print: _____

BIG STATE ELECTRIC, LTD.

PO Box 17659 • 8923 Aero Street • San Antonio, TX 78217-0659 • Ph.: 210.735.1051 • Fax: 210.735.1671

Customer Signature: _____ Date:_____

Notes:

Site Drawings:

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **09/20/16**

Recipient Information		Project Information	
To:	**Flintco Constructive Solutions**	Project Name: Williamson County Expo	
Attention:	**David Freisner**	Project Number: 1666	
Address:	**8100 Cross Park Drive**		
	Austin, Texas 78754	**Change Proposal Detail**	
		Proposal Number:	**31**
Phone:	**512-328-1411**	Total Cost:	**$184**
Fax:	**512-328-1432**	Extension Period:	**days**
		Description:	**Rope Lighting**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

Installed Rope Lighting

The changes listed above are hereafter referred to as Change Proposal Number 31. We need approval for this proposal by October 04, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 31
09/20/16

Material Cost		**$167.31**		
Material Tax @	**0.00%**	$0		
Total Material Cost		$167	→	$167
Labor Hours		**0.00**		
Safety Hours @	**1.00%**	0.0		
Project Cleanup Hours @	**1.50%**	0.0		
Total Electrician Hours		0.0		
Electrician Overtime Rate/Hour	**$69.00**		$0	
Guarantee Hours @	**0.00%**	0.00		
Supervision Hours @	**10.00%**	0.00		
Total Supervision Hours		0.00		
Supervisor Rate/Hour	**$58.00**		$0	
As-builts Hours @	**0.00%**	0.00		
Estimating Hours @	**0.00%**	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	**$63.00**		$0	
Subtotal - Labor			$0	
Labor Burden @	**0.00%**		$0	
Total Labor Cost			$0	→ $0
Subtotal - Material & Labor				$167
Overhead/Profit @	**10.00%**			$17
Subtotal				$184
Change Fee @	**0.00%**			$0
Subtotal				$184
Freight			**$0**	
Freight Markup @	**10.00%**		$0	
Total Equipment			$0	→ $0
Bond Fee @	**0.00%**			$0
Total Change Proposal Fee				$184

An executed change order will need to be issued prior to any work started or any materials purchased.

See back of receipt for your chance
to win $1000

ID #: 7JZKUF311PD

Walmart

Save money. Live better.

(512) 446 - 5851
MANAGER EULALIO SANCHEZ
709 U US HIGHWAY 79
ROCKDALE TX 76567
ST# 00280 OP# 002483 TE# 10 TR# 01978

DL RL	071417600514	12.88 X
	SUBTOTAL	12.88
TAX 1	8.250 %	1.06
	TOTAL	13.94
	DEBIT TEND	13.94
	CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
13.94 TOTAL PURCHASE
US DEBIT **** **** **** 7892 I O
REF # 625700060612
NETWORK ID. 0087 APPR CODE 241511

US DEBIT
AID A0000000980840
TC 6262200825E58B48
*NO SIGNATURE REQUIRED
TERMINAL # SC010733

09/13/16 16:30:09

ITEMS SOLD 1

TC# 7941 4938 2446 5178 6602

Low Prices You Can Trust. Every Day.
09/13/16 16:30:15

Savings Catcher! Scan with Walmart app

See back of receipt for your chance
to win $1000

ID #: 7JZKUS1XBRNV

Walmart

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(512) 218 - 1018
MANAGER JOHNATHAN SMITH
4700 E PALM VALLEY BLVD
ROUND ROCK TX 78665
ST# 05480 OP# 003651 TE# 21 TR# 08398

DL RL	071417600514	
5 AT	1 FOR 12.88	64.40 X
	SUBTOTAL	64.40
TAX 1	8.250 %	5.31
	TOTAL	69.71
	DEBIT TEND	69.71
	CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
69.71 TOTAL PURCHASE
US DEBIT **** **** **** 7892 I O
REF # 625709860886
NETWORK ID. 0087 APPR CODE 102458

US DEBIT
AID A0000000980840
TC BB6EAD79E58B9A61
*Pin Verified
TERMINAL # SC010387

09/13/16 11:56:35

ITEMS SOLD 5

TC# 1027 9348 7175 2910 9436

Low Prices You Can Trust. Every Day.
09/13/16 11:56:41

Savings Catcher! Scan with Walmart app

$19.57

See back of receipt for your chance
to win $1000

ID #: 7JZKV5V5C5

Walmart

Save money. Live better.

(512) 352 - 5505
MANAGER JOHN BALDWIN
3701 N MAIN ST
TAYLOR TX 76574
ST# 00077 OP# 004535 TE# 71 TR# 09717

DL RL	071417600514	12.88 X
DL RL	071417600514	12.88 X
DL RL	071417600514	12.88 X
DL RL	071417600514	12.88 X
DL RL	071417600514	12.88 X
DL RL	071417600514	12.88 X
	SUBTOTAL	77.28
TAX 1	8.250 %	6.38
	TOTAL	83.66
	DEBIT TEND	83.66
	CHANGE DUE	0.00

EFT DEBIT PAY FROM PRIMARY
83.66 TOTAL PURCHASE
US DEBIT **** **** **** 7892 I O
REF # 625600583936
NETWORK ID. 0087 APPR CODE 142979

US DEBIT
AID A0000000980840
TC A793CAEFCF06C11C
*Pin Verified
TERMINAL # SC010187

09/12/16 09:43:40

ITEMS SOLD 6

TC# 9571 4439 2899 5595 4606

Low Prices You Can Trust. Every Day.
09/12/16 09:43:46

Savings Catcher! Scan with Walmart app

Baker Drywall

DATE: August 31, 2016

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 93518

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: Extra Work N.I.C.

FOREMAN:	1	HOURS @	$45.00	$45
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	6	HOURS @	$37.50	$225
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	0	HOURS @	$32.00	$0
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	0	Lump Sum	$150.00	$0
	0			
			LABOR TOTAL:	$270

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
Rulon Spacer Trim	2	pcs	$25.00	$50
	0	pcs	$75.00	$0
	0	pcs	$6.00	$0
	0	pcs	$10.00	$0
	0	pcs	$0.00	$0
	0	pcs	$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools/Saw Blades	0	hrs	$5.00	$0
scissor lift	3	hrs	$20.00	$60
SALES TAX:	0.00%			$0
			MATERIAL TOTAL:	$110
			TOTAL COST:	$380
OVERHEAD:	5%			$19
PROFIT:	5%			$19
			TOTAL DUE THIS WORK AUTHORIZATION:	**$418**

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 93518

SHEET NO. _____

DATE 8-26-16 CUSTOMER ORDER NO. _____

PROJECT Williamson County EXPO JOB NO. 12020990

WORK PERFORMED BY Baker Triangle FOR Flintco

AUTHORIZED BY Mike Smith TITLE Super

DESCRIPTION OF WORK Removing the rulon ceiling at prefunction 101 For the people doing the alarms system they have to conect some wires above the ceiling when they Finish we put it back like it was before

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2.	M	3 hrs each	
Supervision		1	
		7 hrs.	

MATERIAL

DESCRIPTION	QUANTITY
Rulon Spacer Trim 18'	2 pc.

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Scissor lift	3 4hrs

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ■ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Baker Drywall

DATE: September 19, 2016

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 93522

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: Extra Work N.I.C.

FOREMAN:	0	HOURS @	$45.00	$0
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	10	HOURS @	$37.50	$375
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	2	HOURS @	$32.00	$64
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	1	Lump Sum	$150.00	$150
	0			
			LABOR TOTAL:	$589

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
5/8" Dens Armor Plus 4x10	0	pcs	$25.00	$0
Fastners	0	pcs	$75.00	$0
Corner Bead	0	pcs	$6.00	$0
Spray Glue	0	pcs	$10.00	$0
1 Bag R-11 Insulation	1	bag	$40.00	$40
	0	pcs	$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools/Saw Blades	0	hrs	$5.00	$0
scissor lift	0	hrs	$20.00	$0
SALES TAX:	0.00%			$0
			MATERIAL TOTAL:	$40
			TOTAL COST:	$629
OVERHEAD:	5%			$31
PROFIT:	5%			$31
			TOTAL DUE THIS WORK AUTHORIZATION:	$692

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 93522

SHEET NO. _____

DATE 09/15/16

CUSTOMER ORDER NO. _____

PROJECT Williamson County EXPO JOB NO. 12020990

WORK PERFORMED BY Baker FOR Flintco

AUTHORIZED BY Mike Smith TITLE Super

DESCRIPTION OF WORK Infill gap between CMU walls and Metal deck with R-11 insulation in Rooms # West side of concession like South side of office. 215 - 213. and all around of Room 214. and 3 sides of DATA/ comm. North. South and East. Authorized by Mike Smith. Clean up when is complete.

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men	M	5 hrs each	
1 laborer	L	2	
		12 hrs	

MATERIAL

DESCRIPTION	QUANTITY
R-11 insulation	1 bag

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Delivery	2 hrs

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Baker Drywall

DATE: October 18, 2016

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 98336

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: Extra Work N.I.C.

FOREMAN:	0	HOURS @	$45.00	$0
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	8	HOURS @	$37.50	$300
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	0	HOURS @	$32.00	$0
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	1	Lump Sum	$150.00	$150
	0			
			LABOR TOTAL:	$450

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
5/8" Dens Armor Plus 4x10	0	pcs	$25.00	$0
Fastners	0	pcs	$75.00	$0
Corner Bead	0	pcs	$6.00	$0
Spray Glue	0	pcs	$10.00	$0
Bag R-19 Insulation	2	bag	$40.00	$80
	0	pcs	$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools/Saw Blades	0	hrs	$5.00	$0
scissor lift	4	hrs	$20.00	$80
SALES TAX:	0.00%			$0
			MATERIAL TOTAL:	$160
			TOTAL COST:	$610
OVERHEAD:	5%			$31
PROFIT:	5%			$31
			TOTAL DUE THIS WORK AUTHORIZATION:	**$671**

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 98336

SHEET NO. _____

DATE 10/07/16 CUSTOMER ORDER NO. _____

PROJECT Williamson county Expo JOB NO. 12020990

WORK PERFORMED BY Baker FOR Flintco

AUTHORIZED BY Mick Smith TITLE Supe

DESCRIPTION OF WORK Provide and R19 insulation on Roof Parapet west side of Prefunction C.L. 0.9 Frame parapet was a add.

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men	~~Supt~~	4 hrs each	
		8 hrs	

MATERIAL

DESCRIPTION	QUANTITY
R19 insulation	2 bags

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Delivery	2 hrs
19' Scissor lift	

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: Low wall added to the job on both flat roofs

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

R & R MASONRY, INC.

P.O. Box 997
Hutto, Texas 78634

Phone: 512/930-9394
Fax: 512/930-9395
Email: rrmasonryi@aol.com

Job Name: Williamson County Expo Renovations

Date: 8/29/16 to 9/1/16

Labor Certifications	Employee Name	Reg. Hrs.	Rate	O.T. Hrs.	O.T. Rate	Amount Reg.	Amount O.T.	Total Pay
Bricklayer	Pablo Morales	28.5	$ 34.50			$ 983.25		$ 983.25
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
								$ -
							Sub-total Labor	$ 983.25
							yroll Tax & Insurance (Included)	$ 344.14
							Total Labor	$ 1,327.39

No.	Materials	Qty.	Price	Total
1.	Equipment	1	$ 50.00	$ 50.00
2.				$ -
3.				$ -
4.				$ -
5.				$ -
6.				$ -
7.				$ -
8.				$ -
9.				$ -
10.				$ -
11.				$ -

Lower counter wall 8"
West Concession Stand
Per Mike Smith

Total Material	$ 50.00
Total Labor	$ 1,327.39
Total	$ 1,377.39
10%	$ 137.74
Total	$ 1,515.13
5%	$ 75.76
Total	$ 1,590.88

$ 1,591.00

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

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
October 14, 2016

Project:
Williamson County Expo Center

From:
Stephen Wallace
Keystone Concrete Placement

Change Request #26

Patch Damage by Others

Keystone Concrete Placement's Work:

Patch gradebeam and sidewalks damaged by others. These items were on the punchlist generated by the Owners.

Labor:		$	2,454
Materials:		$	175
Equipment:		$	-
Overhead & Profit:	10%	$	263

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

Total Change Request: $ 2,892

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

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
Stephen Wallace
Project Manager
Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 10/14/2016

Project Name: Williamson County Expo Center
Description of Change: **Patch Damage by Others**

Patch gradebeam and sidewalks damaged by others. These items were on the punchlist generated by the Owners.

Total Square Feet: 1
GRAND TOTAL: **$2,892**

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
LABOR			Reg	OT	
Labor		HRS	$ 33.42	$ 50.13	$ -
Carpenter		HRS	$ 43.40	$ 65.10	$ -
Finisher	45	HRS	$ 43.40	$ 65.10	$ 1,953.00
Operator		HRS	$ 38.59	$ 57.89	$ -
Foreman		HRS	$ 49.75	$ 74.63	$ -
Superintendent	8	HRS	$ 66.83	$ 100.25	$ 501.23
Field Engineer		HRS	$ 48.83	$ 73.25	$ -
Rod Buster		HRS	$ 36.39	$ 54.59	$ -
		LABOR TOTAL:			**$ 2,454.23**
CONCRETE					
Concrete - 3000 psi - Ash - Site		CY	$ 92.00		$ -
Patch Material	4	BAGS	$ 43.76		$ 175.04
		CONCRETE TOTAL:		**TE TOTAL:**	**$ 175.04**
REINFORCING STEEL					
Reinforcing Steel		LBS	$ 0.48		$ -
Accessories		LS	$ 73.16		$ -
		REINFORCING TOTAL:		**NG TOTAL:**	**$ -**
SPECIALTY/EQUIPMENT					
Bobcat		Hr	$ 66.00		$ -
Mini-Ex		Hrs	$ 66.00		$ -
Concrete Buggy		Day	$ 225.00		$ -
Concrete Pump		Hour	$ 300.00		$ -
Haul-Off		Load	$ 210.00		$ -
		SPECIALTY TOTAL:			**$ -**

COST SUBTOTAL:	Materials & Labor - Unit Price Items Not Incl.		**$ 2,629.27**
OVERHEAD & PROFIT:		10%	$ 262.93
Sub Total - Material & Labor			**$ 2,892.19**
Sub Total - Unit Pricing			**$ -**
TOTAL PRICE:			**$ 2,892.19**

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Counter Fax:
MATT SOUTHARD
mattsouthard@hullsupply.com
Ph: 512-225-8061

Quote

Sales Order NO: 0171784
Order Date: 11/1/2016
Ship Date: **11/2/2016**
Job NO: 1501683

SOLD TO:
0004451
FLINTCO CONST. SOLUTIONS
8100 CROSS PARK DR
AUSTIN, TX 78754-5249

ContactName: MIKE 567-2308
ContactPh: (512) 761-2050

SHIP TO:
Williamson County Expo Ctr
210 Carlos Parker Blvd.
Taylor, TX

Customer PO	Ship Via	FOB	TERMS	Written By:
	OUR_TRUCK		Net 30 days	MATT SOUTHARD

Line NO	Ship Qty	UM	Qty Picked	Qty	ITEM NUMBER	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
1	2	EA	____	____	420NA36	NGP 420NA 36" AUTO DR BTTM	Bin: CG-02F-A06	72.00	144.00
2					/LABOR.NEWCONST	LABOR - NEW CONSTRUCTION CONTRACT LABOR INSTALL ADBs	Bin:		100.00

NO DELIVERY CHARGED IF DELIVERED WITH OTHER GOODS

Note: Check shipments thoroughly. We are not responsible for shipment after delivery. Your signature here means you acknowledge receipt of material on this page and previous page(s). Keep your receipt for verification of such.

Received by_____ Date:_____

Print Name:_____

Net Order:	244.00
Less Discount:	0.00
Freight	0.00
Sales Tax:	0.00
Order Total:	244.00
Less Deposit:	0.00
Order Balance:	244.00

RE-STOCKING FEE 25% ***SPECIAL ORDERED ITEM NOT RETURNABLE**

HMD	STF	KEYSHOP	PURCHASING
WDR	ALF	INSTALL	SHIPPING
HME	CAGE	TAGGING	SERVER

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SO WITH TAGS\SO_SalesOrder2.RPT

QUALITYIRON OF LOUISIANA

QI Project No.:	E15-48
QI Change Order No.:	11

CONTRACTOR:	FlintCo	DATE:	28-Jul-16
ATTENTION:	David Freisner		
PROJECT:	Williamson County Expo Center		
REFERENCE:	West Concession RTU Support Steel		

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

SHOP LABOR	0	*Hours* @	$75.00		$0
MATERIAL: L2x2x1/4	0	*Lbs* @	$0.6525		$0
MATERIAL: L4x4x1/4	0	*Lbs* @	$0.6525		$0
FREIGHT	0	*Miles* @	$4.20		$525
DETAILING	0	*Hours* @	$65.00		$0
PRIME COAT	0	*Tons* @	$100		$0
TOP COAT	0	*Tons* @	$160		$0
GALVANIZING	0	*Lbs.* @	$0.4400		$0
FIELD LABOR & EQUIPMENT					$1,164
TAXES	$1,818	@	0.00%	(tax exempt)	$0
		SUB TOTAL			$1,689
		OHP	10%		$169
		SUB TOTAL			$1,858
		SUB TOTAL			$1,858
		BOND	0.0%		$0
		TOTAL			$1,858

ACCEPTED BY: _____

(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION	5 days

REQUEST FOR ADDITIONAL PRICING

CHAMPION SITE PREP, INC

455-A HIGHWAY 195
GEORGETOWN, TX 78628
512-863-3453 / FAX 512-863-3463
bart@idigdirt.com

RCO#9- Patching and cleanup

DATE: 10/04/16
TO: Flintco, LLC.
ATTN: David Freisner

JOB NAME: WilCo Expo
ESTIMATOR: BL
LOCATION: Taylor, TX

We hereby request a change order for furnishing all materials and performing all of the labor necessary, per Plans and Specifications, for the completion of :

~~1~~	~~Patch asphalt as requested on 9/30/16~~	~~1~~	~~LS~~	~~$ 3,850.00~~	~~$~~	~~3,850.00~~
2	Rent sweeper & clean roadway on 9/20/16	1	EA	$ 877.00	$	877.00
3	Rent sweeper & clean roadway on 9/21/16	1	EA	$ 877.00	$	877.00

Anything not listed is not included. Please call with any question.

Total Price: $ ~~**5,604.00**~~ $1,754.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE

Buda Woodworks
PO Box 1067
602 South Loop 4
Buda Texas 78610
Phone: 512-312-0550 Fax: 512-312-0564

REQUEST FOR PRICING

Date: 9/7/2016

From: Jeff Robinson

Job Name	WLXP - Willco Expo	RFP Number	3
Contact:	Mike Smith	Architect:	Populous
Contractor:	Flintco	Detail Ref	ASK 41

Description of Work:

item 1)Rm 215(Office) - SSM2 counter and A&M support brackets added to BWW scope of work.

ITEMS	PRICE
item 1)materials	$2,850.00
item 1)labor	$751.00
OHP	$360.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

Total: $3,961.00

Comments:

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Austin, TX 78702 Fax: 512-385-0225
Counter Fax:
MATT SOUTHARD
mattsouthard@hullsupply.com
Ph: 512-225-8061

Quote

Sales Order NO: 0167182
Order Date: 8/29/2016
Ship Date: **9/7/2016**
Job NO: 1501683

SOLD TO:
0004451
FLINTCO CONST. SOLUTIONS
8100 CROSS PARK DR
AUSTIN, TX 78754-5249

ContactName: David Freisner
ContactPh: (512) 761-2050

SHIP TO:
Williamson County Expo Ctr
210 Carlos Parker Blvd.
Taylor, TX

Customer PO	Ship Via	FOB	TERMS	Written By:
	OUR_TRUCK		Net 30 days	MATT SOUTHARD

	Line NO	Ship Qty	UM	Qty Picked	Qty	ITEM NUMBER	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
*	1	1	EA	____	____	CUR1102651	747N16A60 3-0 x 7-2 HGC G3A RHR ;HG-CO x Primed TAG(S): 137G	Bin:	657.94	657.94
	2					/FRT	INBOUND FREIGHT	Bin:		275.00
*	3	1	EA	____	____	PEM1102652	CFM85-HD1 x C	Bin:	105.97	105.97
	4					/DELC	DELIVERY CHARGE ZONE C	Bin:		75.00
	5					/LABOR.NEWCONST	LABOR - NEW CONSTRUCTION SUBCONTRACTOR	Bin:		300.00

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Received by_____ Date:_____

Print Name:_____

Net Order:	1,413.91
Less Discount:	0.00
Freight	0.00
Sales Tax:	0.00
Order Total:	1,413.91
Less Deposit:	0.00
Order Balance:	1,413.91

RE-STOCKING FEE 25% ***SPECIAL ORDERED ITEM NOT RETURNABLE**

HMD	STF	KEYSHOP	PURCHASING
WDR	ALF	INSTALL	SHIPPING
HME	CAGE	TAGGING	SERVER

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Counter Fax:
MATT SOUTHARD
mattsouthard@hullsupply.com
Ph: 512-225-8061

Quote

Sales Order NO: 0165575
Order Date: 8/8/2016
Ship Date: **8/23/2016**
Job NO: 1501683

SOLD TO:
0004451
FLINTCO CONST. SOLUTIONS
8100 CROSS PARK DR
AUSTIN, TX 78754-5249

ContactName: Ricky 512-923-9281
ContactPh: (512) 761-2050

SHIP TO:
Williamson County Expo Ctr
210 Carlos Parker Blvd.
Taylor, TX

Customer PO	Ship Via	FOB	TERMS	Written By:
	OUR_TRUCK		Net 30 days	MATT SOUTHARD

	Line NO	Ship Qty	UM	Qty Picked	Qty	ITEM NUMBER	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
*	1	3	EA	____	____	NGP	L-700-A GREY PRIME INSECT SCREEN	Bin:	165.00	495.00
	2					/FRT	INBOUND FREIGHT CHARGES	Bin:		187.00

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Received by_____ Date:_____

Print Name:_____

Net Order:	682.00
Less Discount:	0.00
Freight	0.00
Sales Tax:	0.00
Order Total:	682.00
Less Deposit:	0.00
Order Balance:	682.00

RE-STOCKING FEE 25% ***SPECIAL ORDERED ITEM NOT RETURNABLE**

HMD	STF	KEYSHOP	PURCHASING
WDR	ALF	INSTALL	SHIPPING
HME	CAGE	TAGGING	SERVER

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Austin, TX 78702 Fax: 512-385-0225
Counter Fax:
MATT SOUTHARD
mattsouthard@hullsupply.com
Ph: 512-225-8061

Quote

Sales Order NO: 0167834
Order Date: 9/7/2016
Ship Date: **9/16/2016**
Job NO: 1501683

SOLD TO:
0004451
FLINTCO CONST. SOLUTIONS
8100 CROSS PARK DR
AUSTIN, TX 78754-5249

ContactName: David Freisner 822-7364
ContactPh: (512) 761-2050

SHIP TO:
Williamson County Expo Ctr
210 Carlos Parker Blvd.
Taylor, TX

Customer PO	Ship Via	FOB	TERMS	Written By:
	OUR_TRUCK		Net 30 days	MATT SOUTHARD

	Line NO	Ship Qty	UM	Qty Picked	Qty	ITEM NUMBER	ITEM DESCRIPTION	BIN	UnitPrice	ExtAmt
*	1	1	EA	____	____	CUR1103154	747N16A60 3-0 x 7-2 HGC G3A LH ;F ;DE-Locs ;H x Primed TAG(S): 208-LH	Bin:	648.85	648.85
	2					/FRT	LTL FREIGHT FROM MASON CITY IA	Bin:		275.00
	3					/DELC	DELIVERY CHARGE ZONE C	Bin:		75.00

Note: Check shipments thoroughly. We are not responsible for shipment after delivery. Your signature here means you acknowledge receipt of material on this page and previous page(s). Keep your receipt for verification of such.

Received by_____ Date:_____

Print Name:_____

Net Order:	998.85
Less Discount:	0.00
Freight	0.00
Sales Tax:	0.00
Order Total:	998.85
Less Deposit:	0.00
Order Balance:	998.85

RE-STOCKING FEE 25% ***SPECIAL ORDERED ITEM NOT RETURNABLE**

HMD	STF	KEYSHOP	PURCHASING
WDR	ALF	INSTALL	SHIPPING
HME	CAGE	TAGGING	SERVER

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ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	$867,750.00	$ (867,750.00)	$0.00	$830,089.20
SOFT COST	$622,113.50	$ (201,055.37)	$421,058.13	$201,055.37
GMP (SEE GMP BALANCES ON SHEET 2)	$10,978,073.00	$ (10,650,288.00)	$327,785.00	$9,785,859.00
SUBTOTALS	**$12,467,936.50**	**$ (11,719,093.37)**	**$748,843.13**	**$10,817,003.57**

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			($500,000.00)
	PCO#020 - Transfer to Owner Contingency			($400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			($15,108.00)
OCO#014	Fence Revisions, Added Concrete Topping, etc.			($5,549.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			($23,432.00)
Construction Manager Contingency - Subtotal		$1,125,458.00	$0.00	($944,089.00)
Construction Manager Contingency - Total			$1,125,458.00	**$181,369.00**

Owner's Construction Contingency		$253,228.00		
	PCO#011 - Transfer from CM Contingency			$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			($24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			($489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			($14,579.00)
OCO#004	PCO#018 - Concrete Protection			($2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			($12,860.00)
	PCO#020 - Transfer from CM Contingency			$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competion			($399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			($162,409.00)
OCO#007	Electrical Upgrades			($15,225.00)
OCO#008	NOT ACCEPTED			$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			$0.00
OCO#010	Additional Concrete at South End of Existing Arena			($7,316.00)
OCO#015	Replace Existing Arena Downspouts			($16,922.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			($4,600.00)
Owner's Construction Contingency - Subtotal		$253,228.00	$0.00	($249,114.00)
Owner's Construction Contingency - Total			$253,228.00	**$4,114.00**

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		$491,953.00		
	PCO#010 - Removal of 6 Trees			($2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			($4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			($673.00)
OCO#007	Added Scope through ASI 005			($58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			($48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			($29,358.00)
	Footing Mix Allowance Balance			$24,901.00
	Paving Specialities Balance			($1,879.00)
OCO#012	Paint Existing Arena Structure and Misc.			($68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			($18,485.00)
OCO#014	Lighting Controls Credit			$1,349.00
OCO#014	Fence Revisions, Added Concrete Topping, etc.			($48,933.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			($10,095.00)
OCO#017	Additional Drainage Work at West Concession Area			($19,984.00)
OCO#018	Additional Parking Sitework at Covered Penning			($29,883.00)
Future Buyout Delta - Subtotal		$491,953.00	$0.00	($301,722.00)
Future Buyout Delta - Total			$491,953.00	**$190,231.00**

Commissioners Court - Regular Session **18.**

Meeting Date: 01/10/2017

Discuss consider and take appropriate action on renewing a service agreement between Road and Bridge Division and Waste Management of Texas Inc

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on renewing a service agreement between Road and Bridge Division and Waste Management of Texas, Inc. for non-hazardous waste services.

Background

Waste Management found that Road and Bridge was operating on a temporary service agreement and requested that we renew to a standard agreement. All services are the same as the previous temporary agreement, but fees are anticipated to be slightly reduced.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waste Management Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Daribel Texidor		Started On: 01/05/2017 11:24 AM
Final Approval Date: 01/05/2017		

Waste Management of Texas, Inc.
9821 Katy Fwy Ste 700
Houston, TX, 77024-1230
(800) 772-8653

WM Agreement #	**S0008129655**
Customer Acct #	
Acct. Name	**WILLIAMSON CO ROAD AND BRIDGE**
Salesperson	**Alyson DioGuardi**
Effective Date	**11/21/2016**
Last API Date	

Service Agreement

Non-Hazardous Waste Service Summary

Service Information

Name	**WILLIAMSON CO ROAD AND BRIDGE**	Contact	**DARIBEL TEXIDOR**
Address	**3151 SE INNER LOOP STE B**	Telephone #	**(512) 943-3330**
City State Zip	**GEORGETOWN, TX 78626**	Fax #	**(512) 943-3335**
County/Parish	**WILLIAMSON**	Email	**rbaccounting@wilco.org**
Customer Comments:			

Billing Information

Name	**WILLIAMSON CO ROAD AND BRIDGE**	Contact	**DARIBEL TEXIDOR**
Address	**3151 SE INNER LOOP STE B**	Telephone #	**(512) 943-3330**
City State Zip	**GEORGETOWN, TX 78626**	Fax #	**(512) 930-3313**
County/Parish	**WILLIAMSON**	Email	**rbaccounting@wilco.org**
PO#			

Service Description & On Demand Rates*

Quantity	Equipment	Material Stream	Frequency
1	20 Yard Open Top	MSW Commercial	On Call

Haul Rate	$	350.00
Disposal Rate (per Ton Over 10.00)	$	49.00
Container Usage/Month	$	100.00
Minimum Haul/Month (Over 30 days)	$	320.00

Minimum Tons: Minimum Hauls: 2 (Hauls)

Customer's Waste Materials not to exceed an average weight of lbs/yard.

Initial One Time Service Charges*

As Needed Services*

The above listed Charges are for recurring services only. Charges for all additional services will be at current rates at the time of service. These include but are not limited to: extra pickups, container removal, overages and contamination. Contact Waste Management for a full list of such additional services and current prices.

*Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges whether or not listed on this summary; any amounts shown above are estimated, and actual amounts will be calculated at the time of invoicing based on a percentage of the Charges. Information about these charges can be found at www.wm.com/billhelp. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments.

Contract Term for monthly rate services is for 3 year(s) from the Effective Date ('Initial Term') and it shall automatically renew thereafter for additional terms of 12 months ('Renewal Term') unless terminated as set forth herein.

The individual signing this agreement on behalf of customer acknowledges that he/she has read and accepts the terms and conditions of this agreement which accompany this service summary sheet and that he/she has the authority to sign on behalf of the customer.

Customer Signature	Printed Name	Title	Date
Aly Dioguardi	Alyson DioGuardi	Waste Management Sales Rep.	12/9/2016
Company Waste Management of Texas, Inc.	Printed Name	Title	Date

Terms and Conditions on following page(s)

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company through itself and its subsidiaries and corporate affiliates, shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials at Customer's Service Address(es) listed on the Service Summary. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 12 below) generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which Customer shall complete a Special Waste Profile sheet to be approved by Company in writing. Waste Materials excludes, and Customer agrees not to deposit or permit the deposit for collection of: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company on additional Exhibit L to this Agreement), or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

2. TERM. The Term of this Agreement is set forth on the Service Summary of this Agreement. Unless otherwise specified on the Service Summary, the Term shall automatically renew for the period set forth therein unless either party gives to the other party written notice (See Section 11(e)) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term. Notice of termination received at any other time will be considered ineffective and the contract will be considered automatically renewed upon completion of the then-existing term.

3. SERVICES GUARANTY; CUSTOMER TERMINATION. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 11(e)), Customer may terminate this Agreement with the payment of all monies due through the termination date. If Company increases the Charges payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to the Company no later than thirty (30) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Absent such termination, the increased Charges shall be binding and enforceable against Customer under this Agreement.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Upon receipt of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the services and/or equipment (including repair and maintenance) furnished by Company ("Charges") . Company reserves the right to increase the Charges payable by Customer during the Term: (a) for any changes to, or differences between, the actual equipment and services provided by Company to Customer and those specified on the Service Summary; (b) for any change in the composition of the Waste Materials or if the average weight per yard of Customer's Waste Materials exceeds the amount specified on the Service Summary; (c) for any increase in or other modification to the Company's Fuel Surcharge, Regulatory Cost Recovery Charge, Recycle Material Offset, Environmental Charge, and/or any Fees/Charges included in the Service Summary; (d) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; (e) to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters; and (f) no more often than annually from the Effective Date (or if specified on the Service Summary, Customer's Last Annual Price Increase ("API") Date) for increases in any Consumer Price Index or components thereof applicable to the Services provided under this Agreement plus four percent of the then current Charges. Any increase in Charges enumerated in clauses (a) through (e) above may include an amount for Company's operating or profit margin. Company also reserves the right to charge Customer additional charges if additional services are provided as needed to Customer, including, but not limited to: container relocation or removal; gate, enclosure or roll out services; account resume services; and extra trip charges. In the event Company adjusts the Charges as provided in this Section 4, the parties agree that this Agreement as so adjusted will continue in full force and effect. Increases for reasons other than as specified herein are subject to Customer's rights under Section 3.
Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a Non Sufficient Funds fee, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by the Company is not to be considered as interest on debt, is not a penalty, and is a reasonable charge for late payment. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Company reinstates suspended services after receipt of an outstanding balance, Customer shall pay a reactivation charge In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 7.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment, and any changes to amounts payable under this Agreement, may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties. If Customer changes its Service Address during the Term, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and that Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the equipment or Company's services.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six or more months, Customer shall pay the average of its six most recent monthly Charges (or, if the Effective Date is within six months of Company's last invoice date, the average of all monthly Charges) multiplied by six; or (b) if the remaining Term under this Agreement is less than six months, Customer shall pay the average of its six most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of $100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.
Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.
Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. DISPUTE RESOLUTION-ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. BINDING ARBITRATION: Except for those claims expressly excluded below (**EXCLUDED CLAIMS**), Customer and Company agree that **ANY** and all existing or future controversy or claim between them arising out of or related to this Agreement or any prior agreements between the parties, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, in connection with, or after the termination of this Agreement or any other agreements, shall be resolved by mandatory binding arbitration (see www.wm.com for details on arbitration procedures). **CLASS ACTION WAIVER:** Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may customer bring any claim against the Company, or allow any claim that the Customer may have against the Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of the Company.**EXCLUDED CLAIMS:** The following are not subject to mandatory binding arbitration: (A) either party's claims against the other in connection with bodily injury or real property damage and for environmental indemnification; and **(B)** Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise) or any other amounts due or payable to the Company by the Customer under this Agreement or any prior agreements between the parties, but Customer and Company may mutually agree to arbitrate any Excluded Claims.

11. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events. (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements for the same services, whether written or oral, that may exist between the parties. (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided. (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested to Company's address on the first page of the Service Summary. (f) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. (g) In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

12. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:
a. (i) Single stream, commingled Recyclable Materials ("Single Stream") will consist of 100% of Customer's clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (ima) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs, but excluding foam and film plastics. No individual items may be excluded from Single Stream service. Glass may be included with specific approval of Company. Any material not set forth above, including tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"). Single Stream may contain up to 5% Unacceptable Materials. (ii) Customer shall provide wastepaper in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with the Company specifications that are available at www.recycleamerica.com or such specifications communicated to Customer by Company.
b. Recyclable Materials may not contain Excluded Materials or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. Company may reject in whole or in part Recyclable Materials not meeting the specifications, and Customer shall reimburse Company for all losses incurred with respect to such Recyclable Materials including costs of transportation and disposal.
c. Where Company has agreed in writing to provide a market-based rebate to Customer, the following shall apply. Customer acknowledges that the market value for Recyclable Materials will fluctuate based upon various factors, and such materials may at times have no value or that the value may be negative. Company will establish the value of Recyclable Materials each month based upon such various factors, including but not limited to quantity, quality and location. For recycling services, Company shall pay or charge Customer on or about the last day of each month for Recyclable Materials accepted during the preceding month, after deduction of any Charges owed to Company by Customer. Any invoice shall be payable upon receipt. Where recycling services are provided, Charges may include separate fuel and environmental surcharges as set forth at www.recycleamerica.com.
d. Notwithstanding anything to the contrary set forth above, the Liquidated Damages calculation, set forth in Section 7 of this Agreement, shall not apply to any Customer breach of the Agreement pertaining to services for Recyclable Materials, which have been determined by Company to have a positive value. If a breach occurs under such circumstances, the damages shall be determined by calculating actual damages rather than Liquidated Damages.
e. Service arrangements will be agreed upon between Customer and Company for the service locations set forth in this Agreement. For trailer load quantities, Customer shall load trailers to full visible capacity to achieve 40,000 pounds minimum shipping weight and trailers shall be loaded or caused to be loaded in accordance with the most current ISRI/APR&PA Shipping Guide. Freight and/or adjustments may apply to light loads. Customer shall be responsible for any loss, damage or destruction to equipment including trailers for any cause while located at Customer's location. For baled wastepaper picked up in less than trailer load quantities, minimum quantity for pickup is six (6) bales and for purposes of payment, weights shall be estimated weights. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this contract.

ADDENDUM NO. 1
TO WASTE MANAGEMENT SERVICE AGREEMENT
BETWEEN
WASTE MANAGEMENT OF TEXAS, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Waste Management Services Agreement (the "Agreement"), between Waste Management of Texas, Inc. ("WMI") and Williamson County, Texas ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to WMI. In the event of such termination, it is understood and agreed that only the amounts due to WMI 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 Customer's termination of this Agreement for convenience.

2. **No Indemnification by Customer.** WMI acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to WMI; therefore, all references of any in this Agreement to Customer indemnifying, holding or saving harmless any other party, including but not limited to WMI, for any reason whatsoever are hereby deemed void and deleted.

3. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the

defense of governmental immunity under the laws of the State of Texas and of the United States.

5. **Customer's Right to Audit.** WMI agrees that Customer 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 WMI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. WMI agrees that Customer shall have access during normal working hours to all necessary WMI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give WMI reasonable advance notice of intended audits.

6. **Non-Appropriation and Fiscal Funding.** The obligations of the Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to WMI at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year.

7. **Payment, Interest and Late Payments.** Customer'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 Customer 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 Customer 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 Customer'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 WMI, Customer shall notify WMI of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of WMI, WMI shall be entitled to receive interest on the unpaid balance of the invoice submitted by WMI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Customer, WMI 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.

8. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be

deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

9. **Sales and Use Tax Exemption.** Customer 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 materials subject hereof are being secured for use by Customer. Exemption certificates will be provided to contractors and suppliers upon request.

10. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, 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 Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, 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 Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Waste Management of Texas, Inc. ("WMI")	**Williamson County, Texas ("Customer")**
By: Aly Dioguardi	By: _____
Printed Name: Alyson DioGuardi	Dan A. Gattis Title: County Judge
Title: Account Manager- Sales	Date: _____ ____, 20___
Date: 12/09/2016 ____, 20___	

Commissioners Court - Regular Session **19.**

Meeting Date: 01/10/2017

Order Authorizing Interment

Submitted For: Dan Gattis **Submitted By:** Stanley Springerley, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Receive and ratify order authorizing interment of deceased Williamson County resident Heidi Nicholson where there has been no inquest by the justice of the peace and the county has duty to inter, pursuant to Tex. Health & Safety Code Sec. 711.002(e), and allow nursing home and funeral home involved to move forward with interment while assuming all costs.

Background

The deceased was 90 years old and died in a local nursing home (Cottonwood Creek in Cedar Park). The only kin on file is her daughter, who has refused all calls and certified letters. This has been documented and reduced to writing in the form of a submitted affidavit. The precinct JP did not conduct an inquest; therefore, the county has the legal duty to inter the body (provide for disposition). This was not a request for an indigent burial as the nursing home and funeral home have assumed the costs. Since the death occurred on November 11, 2016, and there is an immediate need to inter, the order has been processed and needs ratification at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/21/2016 11:21 AM

Form Started By: Stanley Springerley Started On: 12/21/2016 11:06 AM

Final Approval Date: 12/21/2016

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Williamson County resident, Heidi Nicholson (SSN xxx-xx-1243) passed away on November 11, 2016 at the age of 90 while residing at Cottonwood Creek Nursing and Rehabilitation (Nursing Home), located at 1500 Cottonwood Trail Cedar Park, TX 78613.

The Court further finds that there have been numerous attempts to contact all known next of kin, but all attempts to communicate with the deceased's family have been ignored. **Exhibit "A" (Affidavit of Rebecca D. Barrera, Vice President Cook-Walden Davis), which is incorporated herein as if copied in full.**

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas

- 1 -

Health & Safety Code; therefore, the duty to inter the remains falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche) and the funeral home will provide the minimum preparations necessary to arrange a respectful and dignified interment, including but not limited to, bathing and closing the deceased's eyes and mouth.

IT IS FURTHER ORDERED THAT all costs shall be voluntarily assumed by Cook-Walden Davis Funeral Home located at 2900 Williams Dr., Georgetown, TX 78628, which.

12-21-2016

Hon. Dan Gattis
Williamson County Judge

EXHIBIT "A"
AFFIDAVIT OF REBECCA D. BARRERA
(Affidavit of Conditions of Eligibility for Order of Interment)

Before me, the undersigned Notary Public, on this day personally appeared REBECCA D. BARRERA, after being duly sworn, stated as follows:

"My name is Rebecca D. Barrera. I am an employee in the position of Vice President of Cook-Walden Davis Funeral Home, located at 2900 Williams Dr., Georgetown, TX 78628 in Williamson County. I am over the age of 18 and have never been convicted of a crime. I have personal knowledge of the facts recited herein. All such facts are true and correct.

Heidi Nicholson (SSN xxx-xx-1243) ("deceased") passed away on November 11, 2016 at the age of 90 while residing at Cottonwood Creek Nursing and Rehabilitation, which is a nursing home. The deceased's next-of-kin is Tommie Nicholson (NOK), daughter of the deceased, P.O. BOX 82265, Austin, TX 78708, phone no. 512-585-5840.

I swear that, to the best of my knowledge, the deceased was a resident of Williamson County who resided at Cottonwood Creek Nursing and Rehabilitation. We have attempted to contact the NOK on numerous occasions, including by telephone and certified mail, which is on file with Cook-Walden Davis Funeral Home. I further swear that, to the best of my knowledge, there are no other known next-of-kin or family available to assume the duty to inter the body, and there has been no inquest ordered after notification of Pct. 2 Justice of the Peace Edna Stoudt.

I further attest that Cook-Walden Davis Funeral Home is willing to voluntarily assume costs of interment, but is in need of a formal county order to inter pursuant to Tex. Health & Safety Code § 711.002(e)."

R D B — 12-16-16

Signature **Date**

Sworn to and subscribed before me the undersigned Notary Public, this 16th **day of** December, 2016.

Minnie B. Smith

Notary Public

My Commission expires Jan 7, 2020

MINNIE B SMITH
Notary Public State of Texas
My Commission # 130468180
My Comm. Exp. January 7, 2020

Commissioners Court - Regular Session **20.**

Meeting Date: 01/10/2017

Compensation Items

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Items

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Tara Raymore		Started On: 01/05/2017 09:10 AM
Final Approval Date: 01/05/2017		

Department	PCN	EE ID	Budget Amount	*Requested	Change Amount	% Change	Reason for Change	Salaries Transfer	Earliest Oracle Effective Date
Building Maintenance	0242	13156	$ 34,261.18	$ 34,775.10	$ 513.92	1.50%	Merit	Unallocated 001100	1/13/2017
Juvenile Grant	1162	13100	$ 48,500.00	$ 50,440.00	$ 1,940.00	4.00%	Merit	Unallocated 001100	1/13/2017
Juvenile Services	1090	13064	$ 35,831.24	$ 37,264.49	$ 1,433.24	4.00%	Merit	Unallocated 001100	1/13/2017
Juvenile Services	1081	10502	$ 54,585.18	$ 56,768.66	$ 2,183.48	4.00%	Merit	Unallocated 001100	1/27/2017
Juvenile Grant	1028	12280	$ 47,590.40	$ 48,066.30	$ 475.90	1.00%	Merit	Unallocated 001100	1/13/2017
Juvenile Grant	1049	13228	$ 44,499.99	$ 46,280.00	$ 1,780.01	4.00%	Merit	Unallocated 001100	1/27/2017
Juvenile Grant	1039	05538	$ 59,999.94	$ 62,999.82	$2,999.88	5.00%	Merit	Unallocated 001100	1/27/2017
Road and Bridge	1508	Vacant	$ 63,651.90	$ 85,000.00	$21,348.10	33.54%	Title and Grade Change: Planner I B.28 to Engineer II B.34	Unallocated 001100	1/13/2017
Road and Bridge	1510	Vacant	$ 54,460.63	N/A	N/A	N/A	Title and Grade Change: Inspector I B.23 to Operator I B.17	no salary change	2/1/2017
Tax Office	1447	13809	$ 29,418.73	$ 29,786.47	$367.74	1.25%	Merit	Unallocated 001100	1/13/2017
Tax Office	1461	04598	$ 42,093.50	$ 43,356.27	$1,262.77	3.00%	Merit	Unallocated 001100	1/13/2017
MOT	1639	12217	$ 55,880.66	$ 58,115.88	$2,235.22	4.00%	Merit	Unallocated 001100	1/27/2017
Justice of the Peace 2	0992	12173	$ 35,610.14	$ 36,144.28	$534.14	1.50%	Merit	Unallocated 001100	1/13/2017
Building Maintenance	0241	Vacant	$ 34,903.19	N/A	N/A	N/A	Title and Grade Change: Jail Maintenance Tech II B.19 to Jail Maintenance Tech I B.18	no salary change	1/13/2017
Constable Pct. 4	0307	Vacant	$ 57,715.82	$ 61,248.49	$3,532.67	6.12%	Grade Change: L1.6 to L1.9 due to peace officer tenure	Unallocated 001105	1/1/2017
Constable Pct. 3	0288	Vacant	$ 33,176.92	$ 34,188.47	$1,011.55	3.05%	Title and Grade Change: Admin Specialist B.17 to Office Specialist Sr. B.18	Unallocated 001100	12/30/2016
Constable Pct. 1	0265	Vacant	$ 67,394.06	$ 72,949.50	$5,555.44	8.24%	Grade Change: L3.7 to L3.11 due to peace officer tenure	Unallocated 001105	1/1/2017
District Attorney	70	Vacant	$ 94,812.12	$ 98,661.03	$3,848.91	4.06%	Increase vacant position salary	Unallocated 001100	1/1/2017
District Attorney	83	Vacant	$ 97,191.90	$ 100,831.00	$3,639.10	3.74%	Title,Grade, and Salary Change: DA Appellate Prosecutor B.37 to DA Appellate Division Chief B.40	Unallocated 001100	1/1/2017
District Attorney	1759	Vacant	$ 67,492.88	$ 91,500.00	$24,007.12	35.57%	Increase vacant position salary, previously approved reclass effective 1/2017	Unallocated 001100	1/1/2017
District Attorney	72	Vacant	$ 94,684.72	$ 100,831.00	$6,146.28	6.49%	Title,Grade, and Salary Change: DA Civil Prosecutor B.36 to DA Civil Division Chief B.40	Unallocated 001100	1/1/2017
District Attorney	77	Vacant	$ 54,569.22	$ 45,684.35	-$8,884.87	-16.28%	Title and Grade Change: DA Sr Court Legal Asst B.23 to DA Legal Assistant II. B.21	**TO Unallocated 001100**	1/1/2017
District Attorney	82	Vacant	$ 41,064.96	$ 45,911.93	$4,846.97	11.80%	Title and Grade Change and Salary change: DA Court Legal Asst B.20 to DA Legal Assistant I B.19	Unallocated 001100	1/1/2017
District Attorney	915	Vacant	$ 34,992.32	$ 43,000.00	$8,007.68	22.88%	Title,Grade, and Salary Change: DA Court Legal Asst B.20 to DA Legal Assistant II. B.21	Unallocated 001100	1/1/2017
District Attorney	79	Vacant	$ 39,854.76	$ 34,000.00	-$5,854.76	-14.69%	Title,Grade, and Salary Change: DA Intake Legal Asst B.16 to DA Receptionist. B.17	**TO Unallocated 001100**	1/1/2017
District Attorney	1634	Vacant	$ 27,993.86	$ 39,401.43	$11,407.57	40.75%	Salary and Grade Change: B.16 to B.18	Unallocated 001100	1/1/2017
District Attorney	80	Vacant	$ 36,041.76	$ 41,407.33	$5,365.57	14.89%	Title,Grade, and Salary Change: DA Intake Legal Asst B.16 to DA Legal Assistant I. B.19	Unallocated 001100	1/1/2017
District Attorney	81	Vacant	$ 34,964.80	$ 41,407.33	$6,442.53	18.43%	Title,Grade, and Salary Change: DA Intake Legal Asst B.16 to DA Legal Assistant I. B.19	Unallocated 001100	1/1/2017
District Attorney	1754	13054	$ 34,643.52	No Change	$0.00	No Change	Grade Change: B.16 to B.18	Unallocated 001100	1/1/2017
District Attorney	78	Vacant	$ 39,511.72	$ 45,684.35	$6,172.63	15.62%	Salary and Grade Change: B.16 to B.21	Unallocated 001100	1/1/2017
District Attorney	69	12979	$ 96,726.50	$ 98,661.03	$1,934.53	2.00%	Merit	Unallocated 001100	1/1/2017
District Attorney	53	1221	$ 65,310.44	$ 60,299.52	-$5,010.92	-7.67%	Salary Change	TO Unallocated 001100	1/1/2017
County Court at Law 1	0699	05375	$ 41,200.00	$ 42,023.99	$823.99	2.00%	Merit	Unallocated 001100	1/13/2017
County Attorney	0036	Vacant	$ 72,142.20	$ 74,245.94	$2,103.74	2.92%	increase vacant position salary	Unallocated 001100	1/3/2017

***Actual amount may vary slightly due to rounding in Oracle**

Commissioners Court - Regular Session **21.**

Meeting Date: 01/10/2017

ESD 3 Appointment

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Garry Guthrie to the Emergency Service District No. 3 Board with their term commencing effective on January 1, 2017 and continuing thereafter until December 31, 2017.

Background

Emergency Services District (ESD) #3 Board Member Garry Guthrie's term expired December 31, 2016. This items seeks to re-appoint Mr. Guthrie to another year to be effective on January 1, 2017 until December 31, 2017 to get him on the correct schedule where he should be.

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	12/19/2016 03:14 PM
Form Started By: Julia Cooper		Started On: 12/16/2016 09:32 AM
Final Approval Date: 12/19/2016		

Commissioners Court - Regular Session **22.**

Meeting Date: 01/10/2017

ESD #3 Appointments

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing Dan Hejl, Mike Cooper, and Irvin (Butch) Miller to the Emergency Service District (ESD) No. 3 Board with their term commencing effective on January 1, 2017 and continuing thereafter until December 31, 2018.

Background

Emergency Services District (ESD) #3 Board Members Dan Hejl, Mike Cooper and Irvin Miller's terms all expired on December 31, 2016. This consent item is to re-appoint each of them to another 2 year term expiring on December 31, 2018

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	12/19/2016 03:14 PM
Form Started By: Julia Cooper		Started On: 12/16/2016 10:28 AM
Final Approval Date: 12/19/2016		

Commissioners Court - Regular Session **23.**

Meeting Date: 01/10/2017

ESD NO 10 Re-appointments

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointing Robert Avant, Mike Rinderknecht and Jon Fischer to the Emergency Service District (ESD) NO. 10 Board with their terms commencing effective on January 1, 2017 and continuing thereafter until December 31, 2018.

Background

Emergency Service District (ESD) NO.10 Board Members Robert Avant, Mike Rinderknecht and Jon Fischer's terms all expired on December 31, 2016. This consent item is to re-appoint them to another 2 year term expiring on December 31, 2018.

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	01/04/2017 04:37 PM
Form Started By: Julia Cooper		Started On: 01/04/2017 09:41 AM
Final Approval Date: 01/04/2017		

Commissioners Court - Regular Session **24.**

Meeting Date: 01/10/2017

Discuss, consider and take appropriate action on the appointment of paid Deputy Constable for Constable Precinct Fou

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the request of Constable Precinct Four, for the approval of David David R. Moore to the open deputy constable position pursuant to Tex. Loc. Gov't Code 86.011

Background

Deputy David Moore is currently a Constable Deputy transferring in from Constable Precinct Three Williamson County. Deputy Moore has previously been approved by the this court and is transferring to Precinct Four with Constable Stofles' blessing. The position Deputy Moore is filling is the vacancy at Precinct Four that was created when Deputy Joel Fischetti transferred to Constable Cherrones' office in January. Deputy Moore is a Master Peace Officer with 1560 hours of training, and has 20 years of LE experience. Deputy Moore had previously worked for Taylor PD for 15 years and achieved the level of Patrol Corporal, and has worked for Precinct Three for the last 5 years.

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	01/04/2017 04:37 PM
Form Started By: Mark Birchard		Started On: 01/04/2017 10:09 AM
Final Approval Date: 01/04/2017		

Commissioners Court - Regular Session **25.**

Meeting Date: 01/10/2017

request of Constable Precinct One for approval Gary Wise to open deputy constable position

Submitted By: Hoby Smith, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Gary L. Wise to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011

Background

Gary L. Wise has meet or exceeded all requirements for the position as posted and passed all background checks. Mr. Wise is a Licensed Texas Peace Officer and is current on all required training. Mr. Wise is a long term resident of Williamson County and retired Round Rock Police Officer with more than 20 years experience.

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	01/05/2017 11:43 AM
Form Started By: Hoby Smith		Started On: 01/05/2017 09:22 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **26.**

Meeting Date: 01/10/2017

Condideration and appropriate action regarding request of Constable Precinct One for approval of Joel Fischetti to position of deputy constable

Submitted By: Hoby Smith, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Joel Fischetti to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011

Background

Joel Fischetti is a current employee of Williamson County transferring to the Precinct One Constable's Office as an appointee of newly elected Constable Vincent Cherrone. Mr. Fischetti is transferring from the Precinct Four Constable's Office. This transfer was made with full cooperation between Constable Marty Ruble and Constable Vincent Cherrone. Mr. Fischetti is currently a licensed peace officer and continues to meet all qualifications required for the position of deputy.

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	01/05/2017 11:43 AM
Form Started By: Hoby Smith		Started On: 01/05/2017 09:41 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **27.**

Meeting Date: 01/10/2017

Hidden Creek Estates Lots 11A - 16A - Replat

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised plat for the Hidden Creek Estates Lots 11A, 12A, 13,A, 14A, 15,A and 16A - Pct 2.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hidden Creek Estates Lots 11A through 16A - Replat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2016 03:14 PM
Form Started By: Stephen Jones-Meyer		Started On: 12/19/2016 10:30 AM
Final Approval Date: 12/19/2016		

SCALE: 1"=100'

0 50' 100' 150' 200'

JAMES LEONARD SURVEY ABSTRACT NO. 383

HENRY RHOADS SURVEY ABSTRACT NO. 525

APPROXIMATE SURVEY LINE

LOT 104 SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

LOT 101 SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

LOT 71 SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

LOT 70 SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

LOT 69 SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

LOT 103 PARK SAN GABRIEL RIVER RANCH CABINET B, SLIDE 94 PLAT RECORDS WILLIAMSON COUNTY, TEXAS

FEMA 100-YEAR FLOOD PLAIN "ZONE A"
SCALED FROM 48491C0250E
EFFECTIVE DATE OF : 09-26-2008

N69° 09' 27"E 348.40'

L10

C2

HORIZON RIDGE ROAD

PUBLIC ROAD

C7

N69° 09' 28"E 395.97'

S69° 09' 28"W 395.97'

1' FENCE EASEMENT ON LOT 12
SEE DETAIL THIS SHEET

S68° 45' 10"W 146.54'

S20° 50' 59"E 59.42'

N68° 45' 10"E 1053.67'

126.83'

S07° 52' 50"E 120.65'

120.32'

N69° 09' 28"E 378.93'

151.90'

106.72'

50.00'

60.00'

C8

C5

C4

C3

20' P.U.D.E.B.E.
25' BUILDING SETBACK

S64° 04' 45"E 102.59'

N69° 19' 48"E 153.19'

N30° 51' 28"E 142.14'

N61° 54' 52"E 175.59'

S55° 21' 53"E 135.12'

N69° 19' 48"E 323.62'

70.22'

LOT 11A
1.007 AC.
BLOCK A

26' BUILDING SETBACK
20' P.U.D.E.B.E.

S17° 39' 39"W 119.18'

C1

N20° 54' 00"W 273.45'

LOT 10, BLOCK A, HIDDEN CREEK ESTATES REPLAT
DOCUMENT NO. 2016080712, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS

FFE=891
LOT 16A
1.120 AC.

FFE=890
LOT 15A
1.071 AC.

FFE=889
LOT 14A
1.124 AC.

FFE=882
LOT 12A
3.105 AC.
BLOCK A

FFE=879
LOT 13A
4.990 AC.

VARIABLE WIDTH
DRAINAGE EASEMENT
& O.S.S.F. SETBACK
DOCUMENT NO. 2016080712
PLAT RECORDS
WILLIAMSON COUNTY, TEXAS

100 YEAR WATER SURFACE ELEVATION

BILL WARREN
232.61 ACRES
VOLUME 845, PAGE 441
DEED RECORDS
WILLIAMSON COUNTY, TEXAS

LOT 17, BLOCK A
HIDDEN CREEK ESTATES REPLAT
DOCUMENT NO. 2016080712
PLAT RECORDS
WILLIAMSON COUNTY, TEXAS

N20° 08' 07"W 300.49'

N20° 50' 36"W 306.10'

N20° 50' 36"W 307.92'

N12° 33' 35"W 244.33'

263.64'

S30° 14' 20"E 193.42'

161.89'

151.91'

S69° 50' 42"W 453.47'

139.67'

6.66'

281.80'

S68° 49' 46"W 288.46'

S70° 01' 32"W 745.12'

286.42'

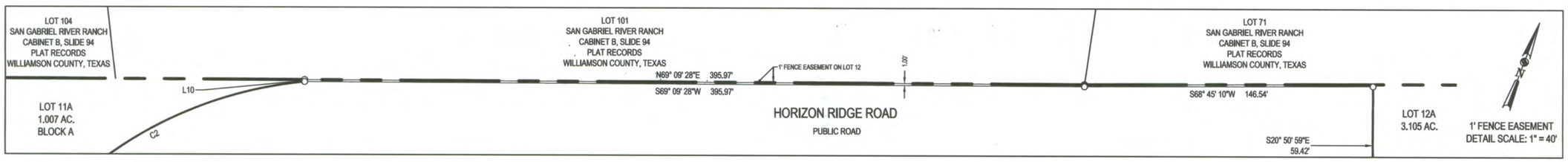
100 YEAR WATER SURFACE ELEVATION

FEMA 100-YEAR FLOOD PLAIN "ZONE A"
SCALED FROM 48491C0250E
EFFECTIVE DATE OF : 09-26-2008

TEXAS LAND FUND NO. 6, L.P.
492 ACRES - TRACT 3
VOLUME 442, PAGE 122
DEED RECORDS
WILLIAMSON COUNTY, TEXAS

WILLIAM B. BILLINGSLEY SURVEY ABSTRACT NO. 95

JOHN MCDEVITT SURVEY ABSTRACT NO. 415



LEGEND

P.U.D.E.B.E.	PUBLIC UTILITY, DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT
F.F.E.	FINISHED FLOOR ELEVATION
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY." PLASTIC CAP - UNLESS NOTED
●	FOUND 1/2" IRON ROD
◎	FOUND 5/8" IRON ROD
⊛	FOUND 60D NAIL
●	FOUND 1/2" IRON ROD WITH A RED "FOREST 1847" PLASTIC CAP
⊗	CALCULATED POINT

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	350.00'	170.35'	27°53'11"	N31° 36' 15"E	168.67'
C2	205.00'	164.00'	45°50'07"	N40° 34' 43"E	159.66'
C3	60.00'	47.59'	45°26'38"	N01° 52' 21"E	46.35'
C4	60.00'	55.25'	52°45'39"	N50° 58' 33"E	53.32'
C5	60.00'	73.86'	70°31'52"	S67° 22' 39"E	69.28'
C6	25.00'	34.35'	78°43'49"	N71° 28' 37"W	31.71'
C7	269.50'	38.06'	8°05'30"	S63° 35' 10"W	38.03'

LINE TABLE

LINE	BEARING	DISTANCE
L10	N20° 50' 32"W	1.00'

REPLAT FOR ESTABLISHING THE HIDDEN CREEK ESTATES SUBDIVISION

OWNER/DEVELOPER:
SAN GABRIEL
HIDDEN CREEK ESTATES, LLC
C/O DAVY ROBERTS
9508 EAST HWY 71
SPICEWOOD, TX 78669
OFF: 1-(800) 511-2430
DROBERTS@
LONESTARLANDPARTNERS.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFF: (830) 249-0600
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: NOVEMBER 2016

JOB NO. 2738.00

SHEET 1 OF 2

REPLAT OF LOTS 11A, 12A, 14A, 15A, AND 16A OF HIDDEN CREEK ESTATES

THE PURPOSE OF THIS REPLAT IS TO RECONFIGURE LOTS 11, 12, 14, 15, AND 16, INTO 11A, 12A, 14A, 15A, AND 16A RESPECTIVELY WITHIN HIDDEN CREEK ESTATES

BEING LOTS 11, 12, 14, 15, AND 16 ACCORDING TO REPLAT OF HIDDEN CREEK ESTATES, RECORDED IN DOCUMENT NO. 2016080712, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AQUA TEXAS INC.
2. SEWER SERVICE FOR THIS SUBDIVISION, EXCEPT FOR LOT 2A AND LOT 5A, WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
3. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
4. 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.
5. A TWENTY (20) FOOT UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
6. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
7. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
8. EXCEPT AS SHOWN, ALL CORNERS ARE 1/2" IRON RODS.
9. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. VERTICAL DATUM: NAVD 88.
10. IN APPROVING THIS REPLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S 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 REPLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
11. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
14. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
15. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO THE COUNTY ROAD WITH A MINIMUM DRIVEWAY SPACING OF 120' FOR ANY ADJOINING DRIVEWAY.
16. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
17. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
18. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF HIDDEN CREEK ESTATES, AS RECORDED IN DOCUMENT 2016032981 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
19. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
20. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 12A, 14A, 15A, AND 16A. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION FOR LOTS 12A, 14A, 15A, AND 16A PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.
21. THE PURPOSE OF THE FENCE EASEMENT ON LOT 12 IS TO GRANT RIGHTS TO THE HOA FOR THE CONSTRUCTION AND MAINTENANCE OF A FENCE WITHIN SAID EASEMENT HOA IS RESPONSIBLE FOR FENCE MAINTENANCE WITHIN THIS EASEMENT.
23. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING A MINIMUM OF ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY THE SUPPLEMENTAL INUNDATION ANALYSIS PREPARED BY MATKIN HOOVER ENGINEERING & SURVEYING DATED JANUARY 29, 2016.
24. REFER TO VERTICAL REFERENCE BENCHMARK AS SHOWN ON THE REPLAT OF HIDDEN CREEK ESTATES RECORDED IN DOCUMENT No. 2016080712 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

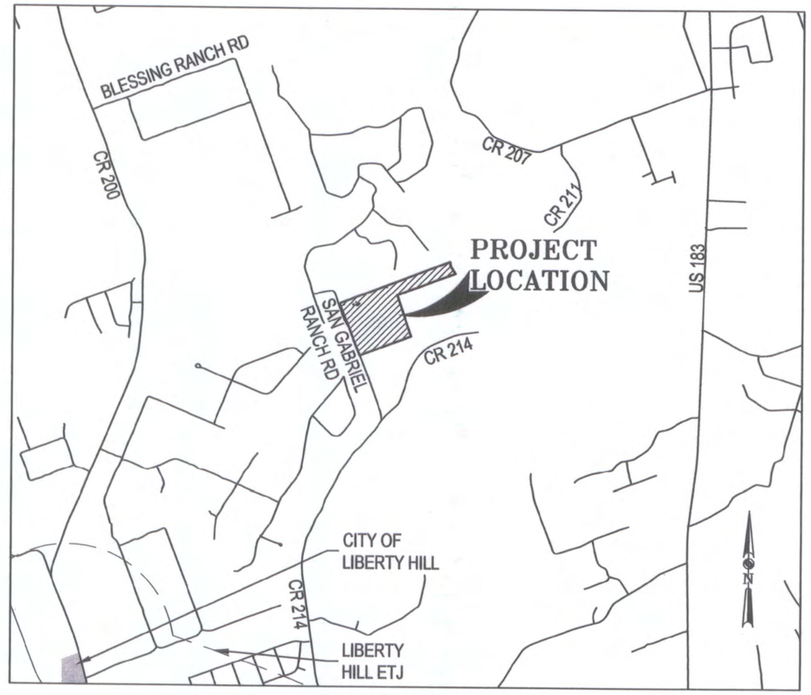
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
JEFF BOERNER, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

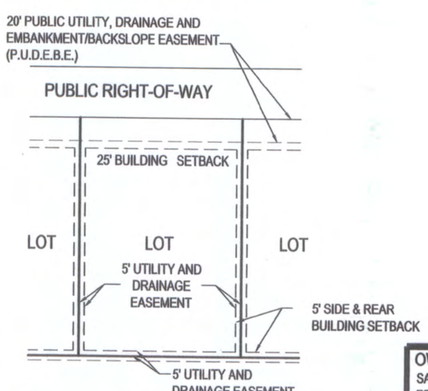


LOCATION MAP

N.T.S.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14th DAY OF December 2016 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
~~TERESA BAKER~~ Cindy Bridges



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

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

I, DAVY ROBERTS, CO-OWNER AND AGENT FOR SAN GABRIEL HIDDEN CREEK ESTATES, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015073681 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS HIDDEN CREEK ESTATES .

SAN GABRIEL HIDDEN CREEK ESTATES, LLC
C/O DAVY ROBERTS
9508 EAST HWY 71
SPICEWOOD, TX 78669

OWNER
DAVY ROBERTS

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVY ROBERTS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 15th DAY OF DECEMBER, 2016 A.D.

MICHELLE ANN FERGUSON
Notary Public, State of Texas
My Commission Expires
January 14, 2017

NOTARY PUBLIC, STATE OF TEXAS

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

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

12/14/2016
DATE

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

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

DATED THIS ____ DAY OF _____, 20__A.D.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20__A.D. AT _____O'CLOCK, __M AND DULY RECORDED THIS THE ____DAY OF _____, 20__A.D. AT _____ O'CLOCK, __M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

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

BY: _____, DEPUTY

OWNER/DEVELOPER:	AGENT/PREPARER:		
SAN GABRIEL HIDDEN CREEK ESTATES, LLC C/O DAVY ROBERTS 9508 EAST HWY 71 SPICEWOOD, TX 78669 OFF: 1-(800) 511-2430 DROBERTS@ LONESTARLANDPARTNERS.COM	MATKIN HOOVER ENGINEERING & SURVEYING C/O GARRETT D. KELLER, P.E. 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFF: (830) 249-0600 FAX: (830) 249-0099 GKELLER@MATKINHOOVER.COM	MATKINHOOVER ENGINEERING & SURVEYING P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0600 FAX:830.249.0099 TEXAS REGISTERED ENGINEERING FIRM F-004512 TEXAS REGISTERED SURVEYING FIRM F-10024000 CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS	DATE: JULY 2016 JOB NO. 2738.00 SHEET 2 OF 2

Commissioners Court - Regular Session **28.**

Meeting Date: 01/10/2017

Star Ranch Gattis School Road SH 130 Subdivision - Amended Plat

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised plat for the Star Ranch Gattis School Road SH 130 Subdivision subdivision - Pct 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Plat - Star Ranch Gattis School Road SH 130 Subdivision

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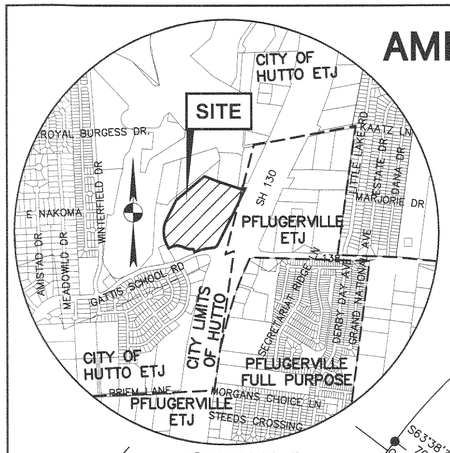
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Stephen Jones-Meyer		Started On: 12/22/2016 10:27 AM
Final Approval Date: 01/02/2017		

AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A



VICINITY MAP
1"=2000'

REMAINDER OF 293.52 ACRES
BRUSHY CREEK LTD
DOC. NO. 1997031656

5.49 ACRES
STAR GOLF PARTNERS LTD
DOC. NO. 2006047704

7.23 ACRES
STAR GOLF PARTNERS LTD
DOC. NO. 2006047705

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK. DISTANCES SHOWN HEREON ARE BASE ON SURFACE MEASUREMENTS TO COVERT SURFACE MEASUREMENTS TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF: 0.999882578

0 50 100 150 200
1"=100'

LEGEND

- ●CAP 1/2" IRON ROD W/CAP FOUND (AS NOTED)
- ○ 1/2" IRON ROD WITH "STANTEC" CAP SET
- P.O.B. POINT OF BEGINNING

MUIRFIELD BEND DRIVE
(70' R.O.W.) DOC. NOS. 2016019888 AND 2016020314

N26°19'06"E 376.24'

N63°40'54"W 70.00'

CAP "DOUCET"

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2016026247

C5 C6

N50°07'44"E 547.38'

REMAINING PORTION OF 26.1086 ACRES
TACK DEVELOPMENT, LTD
DOC. NO. 2003031850
(DOT HATCH AREA)

7.23 ACRES
STAR GOLF PARTNERS LTD
DOC. NO. 2006047705

S63°38'30"W 70.00'

L4 L3

LOT 1
BLOCK "A"
STAR RANCH
SECTION 6
CAB. DD
SLIDES 59–60

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2016026247

LOT 1A
26.912 ACRES

BLOCK "A"

C4

S26°28'09"E 245.87'

LOT 2
STAR RANCH
GATTIS SCHOOL ROAD/
SH 130 SUBDIVISION
DOC. NO. 2016026247

L2

S63°30'18"W 182.86'

C3

N00°47'08"W 104.28'

C11

MUIRFIELD BEND DRIVE
(50' R.O.W.)

CAP "RJ SURVEY"

GATTIS SCHOOL ROAD
(R.O.W. VARIES)

L1

C2

50' BUILDING SETBACK
DOC. NO. 2016026247

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2016026247

C1

P.O.B.
TXDOT
SH 130 STA.
843+93.73
383.90' RT

TXDOT
SH 130 STA.
843+10.65
326.99' RT

CAP "TXDOT"

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2016026247

50' BUILDING SETBACK
DOC. NO. 2016026247

10' PUBLIC UTILITY EASEMENT

810.30'
S26°19'07"W 1160.46'

CAP "TXDOT"

FM 685 (SH 130)
(R.O.W. VARIES)

S60°40'53"E 326.99'

TXDOT CONTROL BASELEINE OF SH 130

JAMES H. NEILY SURVEY NO. 30,
ABSTRACT NO. 485

N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675

10' PUBLIC UTILITY EASEMENT
DOC. NO. 2016026247

S64°55'35"E 645.41'

REMAINING PORTION
OF 70.8081 ACRES
"PARCEL E"
STAR GOLF PARTNERS, LTD.
DOC. NO. 2004037056

C10 L8

C9

10' PUBLIC UTILITY EASEMENT

L7

LOT 3A
1.352 ACRES

C8

S65°11'06"E 1007.26'

APPROXIMATE SURVEY LINE

N25°04'25"E 114.41'

CAP "TXDOT"

L5

CAP "TXDOT"

REMAINING PORTION
OF 6.043 ACRES
TACK DEVELOPMENT, LTD.
DOC. NO. 1999069583

10' PUBLIC UTILITY EASEMENT

L6

201.05' 149.04'

REMAINING PORTION OF ELECTRIC TRANSMISSION AND COMMUNICATIONS LINE EASEMENT
DOC. NOS. 9625653 AND 9715356
(CROSS HATCH AREA)

BENCHMARK INFORMATION:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK

SITE BENCHMARKS:
TBM 100: PK NAIL WITH BURY WASHER SET IN MEDIAN OF GATTIS SCHOOL ROAD AT THE INTERSECTION OF SH 130, ±105' SOUTHWEST OF SOUTHEASTERLY PROPERTY CORNER OF SUBJECT TRACT, ±60' SOUTH OF A TRAFFIC SIGNAL POLE. ELEVATION=778.12'

TBM 101: PK NAIL WITH BURY WASHER SET ±6' FROM BACK OF CURB IN SIDEWALK ON SOUTHERLY SIDE OF GATTIS SCHOOL ROAD ±400' WEST OF THE INTERSECTION WITH SH 130, ±14' WEST OF A STORM SEWER MANHOLE. ELEVATION=774.18'

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N21°26'55"W	79.63'
L2	N63°40'53"W	46.57'
L3	S63°47'34"W	68.43'
L4	N26°28'09"W	103.21'
L5	N85°59'55"E	101.84'
L6	N63°41'37"W	55.33'
L7	N48°17'51"W	13.13'
L8	N26°19'07"E	148.86'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	171.26'	1100.00'	8°55'13"	S84°26'25"W	171.09'
C2	118.29'	698.00'	9°42'36"	S82°26'13"W	118.15'
C3	151.58'	240.00'	36°11'14"	N81°46'31"W	149.07'
C4	174.18'	190.00'	52°31'32"	N89°56'40"W	168.15'
C5	400.75'	435.00'	52°47'06"	N00°04'29"W	386.73'
C6	180.74'	435.00'	23°48'21"	N38°12'42"E	179.44'
C7	109.22'	100.00'	62°34'39"	S57°38'29"W	103.87'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C8	134.36'	500.00'	15°23'46"	N55°59'44"W	133.95'
C9	121.97'	500.00'	13°58'36"	N55°17'09"W	121.67'
C10	6.96'	4.50'	88°35'33"	N17°58'40"W	6.29'
C11	171.49'	698.00'	14°04'36"	S70°32'37"W	171.06'

SHEET 1 OF 2

AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A

OWNER: HEB GROCERY COMPANY, L.P.
ACREAGE: 28.264 ACRES
SURVEY: H.D. WALLING SURVEY NO. 19
JAMES H. NEILY SURVEY NO. 30
NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: NONE
DATE: JUNE 23, 2016
SURVEYOR: STANTEC CONSULTING, LLC
ENGINEER: STANTEC CONSULTING, LLC

AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A

A 2 LOT SUBDIVISION CONSISTING OF 28.264 ACRES
DATE: JUNE 23, 2016
PREPARED BY:

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
Copyright © 2016

FN16-206(DLB) Drawn by: DLB Approved by: MJJ Project No.: 222010175 File: H:\100010\044\100010044PL8.dwg

AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS)(

COUNTY OF WILLIAMSON)(

THAT HEB GROCERY COMPANY, L.P., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH TODD A. PILAND, ITS EXECUTIVE VICE PRESIDENT, BEING THE OWNERS OF THAT CERTAIN 28.264 ACRE TRACT OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRACT NO. 675 AND THE JAMES H. NEILY SURVEY NO. 30, ABSTRACT NO. 485, SITUATED IN WILLIAMSON COUNTY, TEXAS; SAID 28.264 ACRES BEING A PORTION OF THAT CERTAIN 30.00 ACRE TRACT OF LAND CONVEYED TO HEB GROCERY COMPANY, L.P. BY DEED OF RECORD IN DOCUMENT NO. 2006027468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.264 ACRES ALSO BEING LOTS 1 AND 3, BLOCK "A" STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016026247 OF SAID OFFICIAL PUBLIC RECORDS; SAID SUBDIVISION HAVING BEEN APPROVED FOR AMENDMENT PURSUANT TO CHAPTER 212.016 OF THE LOCAL GOVERNMENT CODE, DO HEREBY AMEND SAID LOTS 1 AND 3 STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, IN ACCORDANCE WITH THE ATTACHED PLAT TO BE KNOWN AS **"AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A"**, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED BUT NOT RELEASED, PURSUANT TO CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE.

BY: _____ DATE

TODD A. PILAND
EXECUTIVE VICE PRESIDENT
HEB GROCERY COMPANY, LP
646 SOUTH FLORES
SAN ANTONIO, TEXAS 78204

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 17th DAY OF November, 2016, BY TODD A. PILAND, EXECUTIVE VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT FOREGOING INSTRUMENT WAS EXECUTED FOR THE PURPOSES THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 17th DAY OF November 2016 A.D.

DEBRA L. SALDANA NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-12-2018

Debra L. Saldana 3-12-18

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS. MY COMMISSION EXPIRES

DEBRA L. SALDANA Notary Public State of Texas My Commission Expires 03-12-2018

FLOOD PLAIN NOTE:

NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 48491C0515E, DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

ENGINEER'S CERTIFICATION:

I, SARAH E. SHEPARD, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

11/10/16

SARAH E. SHEPARD DATE
TEXAS REGISTRATION NO. 122095
STANTEC CONSULTANTS, LLC
211 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS SARAH E. SHEPARD 122095 LICENSED PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AND ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

11/10/16

MARK J. JEZISEK, R.P.L.S. DATE
TEXAS REGISTRATION NO. 5267
STANTEC CONSULTANTS, LLC
211 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS REGISTERED MARK JERRY JEZISEK 5267 PROFESSIONAL LAND SURVEYOR

SHEET 2 OF 2

FIELDNOTE DESCRIPTION:

OF 28.264 ACRES OF LAND OUT OF THE N.D. WALLING SURVEY NO. 19, ABSTRAFT NO. 485 AND THE JAMES H. NEILY SURVEY NO. 30, ABSTRACT NO. 485, SIUATED IN WILLIAMSON COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CERTAIN 30.00 ACRE TRACT OF LAND CONVEYED TO HEB GROCERY COMPANY, L.P., A TEXAS LIMITED PARTNERSHIP BY DEED OF RECORD IN DOCUMENT NO. 2006027468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 28.264 ACRES ALSO BEING LOTS 1 AND 3, BLOCK "A" STAR RANCH GATTIS SCHOOL ROAD/SH130 SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016026247 OF SAID OFFICIAL PUBLIC RECORDS; SAID 28.264 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH TXDOT CAP FOUND AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130 (R.O.W. VARIES – HWY. STA. 843+93.73, 383.90 FEET RIGHT) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD (R.O.W. VARIES), BEING THE SOUTHEASTERLY CORNER OF SAID 30.00 ACRE TRACT AND HEREOF;

THENCE, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 130, ALONG THE NORTHERLY LINE OF GATTIS SCHOOL ROAD, BEING THE SOUTHERLY LINE OF SAID LOT 1, FOR A PORTION OF THE SOUTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1100.00 FEET, A CENTRAL ANGLE OF 8°55'13", AN ARC LENGTH OF 171.26 FEET AND A CHORD WHICH BEARS, S84°26'25"W, A DISTANCE OF 171.09 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

2) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 698.00 FEET, A CENTRAL ANGLE OF 9°42'36", AN ARC LENGTH OF 118.29 FEET AND A CHORD WHICH BEARS, S82°26'13"W, A DISTANCE OF 118.15 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE END OF SAID CURVE, BEING THE SOUTHEASTERLY CORNER OF LOT 2, BLOCK "A" OF SAID STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION AND A SOUTHERLY CORNER OF SAID LOT 1;

THENCE, LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF GATTIS SCHOOL ROAD ALONG THE COMMON LINES OF SAID LOT 1 AND LOT 2, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N21°26'55"W, A DISTANCE OF 79.63 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

2) ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 36°11'14", AN ARC LENGTH OF 151.58 FEET AND A CHORD WHICH BEARS, N81°46'31"W, A DISTANCE OF 149.07 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE END OF SAID CURVE;

3) N63°40'53"W, A DISTANCE OF 46.57 FEET TO A 1/2 INCH IRON ROD WITH CAP SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

4) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 52°31'32", AN ARC LENGTH OF 174.18 FEET AND A CHORD WHICH BEARS, N89°56'40"W, A DISTANCE OF 168.15 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE END OF SAID CURVE;

5) S63°47'34"W, A DISTANCE OF 68.43 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHWESTERLY CORNER OF SAID LOT 2, BEING THE SOUTHWESTERLY CORNER OF SAID LOT 1 ALSO BEING IN THE EASTERLY LINE OF MUIRFIELD BEND DRIVE (70' R.O.W.), FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHWESTERLY CORNER OF SAID LOT 2, ALONG THE EASTERLY LINE OF MUIRFIELD BEND DRIVE, BEING THE WESTERLY LINE OF SAID LOT 1, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N26°28'09"W, A DISTANCE OF 103.21 FEET TO A 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND FOR A CURVE TO THE RIGHT;

2) ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 52°47'06", AN ARC LENGTH OF 400.75 FEET AND A CHORD WHICH BEARS, N00°04'29"W, A DISTANCE OF 386.73 FEET TO A 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND FOR THE END OF SAID CURVE;

3) N26°19'06"E, A DISTANCE OF 376.24 FEET TO A 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND FOR A CURVE TO THE RIGHT;

4) ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 23°48'21", AN ARC LENGTH OF 180.74 FEET AND A CHORD WHICH BEARS, N38°12'42"E, A DISTANCE OF 179.44 FEET TO A 1/2 INCH IRON ROD WITH "DOUCET" CAP FOUND FOR THE END OF SAID CURVE;

5) N50°07'44"E, A DISTANCE OF 547.38 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S64°55'35"E, LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF MUIRFIELD BEND DRIVE, ALONG THE NORTHERLY LINE OF SAID LOT 1, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 645.41 FEET TO A 1/2 INCH IRON ROD WITH TXDOT CAP FOUND, FOR AN ANGLE POINT HEREOF;

THENCE, N85°59'55"E, CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 1, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 101.84 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 1, BEING IN THE RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY 130, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S26°19'07"W, ALONG THE WESTERLY LINE OF STATE HIGHWAY 130, BEING THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 1160.46 FEET TO AN 1/2 INCH IRON ROD WITH TXDOT CAP FOUND, FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 62°34'39", AN ARC LENGTH OF 109.22 FEET AND A CHORD WHICH BEARS, S57°38'29"W, A DISTANCE OF 103.87 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 28.264 ACRES OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

GENERAL NOTES:

1. A 10' P.U.E. IS DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
2. ALL RIGHT-OF-WAYS AND EASEMENTS TO BE PUBLICLY DEDICATED BY OWNER AS DEPICTED ON THIS PLAT ARE FREE OF LIENS.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
4. SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
5. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO COMMERCIAL USE, UNLESS OTHERWISE INDICATED.
6. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 AFTER THE APPROPRIATED WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THE SITE. THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
7. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS
8. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NUMBER 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
9. A DE FACTO CERTIFICATE OF COMPLIANCE IS HERE BY 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.
10. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENT, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYESS HARMLESS FROM ANY LIABILITY OWING TO THE PROPERTY DEFECTS AND NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR PLACEMENT OF THE IMPROVEMENT.
11. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
12. FRONT YARD SETBACK SHALL BE A MINIMUM OF 10 FT AND REAR YARD SETABACK SHALL BE A MINIMUM OF 25 FT. SIDE YARD SETABACK SHALL BE MINIMUM OF 10 FT OR 0 FT FOR COMMON WALLS.
13. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF HUTTO 2002 SUBDIVIISION CODE AS ADOPTED BY CITY OF HUTTO ORDINANCE NO. 1216-02 AND ORDINANCE NO. 5-17-04, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
14. STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE THE POST-DEVELOPMENT PEAK RATES OF STORM WATER DISCHARGE FROM THE SUBJECT PROPERTY OF THE 2, 10, 25, AND 100-YEAR STORM EVENTS UNDER DEVELOPED CONDITIONS TO THAT OF THE EXISTING PRE-DEVELOPMENT PEAK RATES, AS CALCULATED DURING THE SITE PLAN REVIEW PROCESS AND BASED ON STANDARD ENGINEERING PRACTICE.
15. THE SURFACE OF ALL PUBLICLY DEDICATED EASEMENTS AREAS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.

GENERAL NOTES:

16. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

ELECTRIC: ONCOR ELECTRIC DELIVERY
350 TEXAS AVENUE
ROUND ROCK, TEXAS 78664
PAUL LEMONS
PHONE 512-244-5693

GAS: ATMOS ENERGY CORP.
3110 NORTH IH-35
ROUND ROCK, TEXAS 78664
BRAD CROSSWHITE
PHONE 512-310-3801

WATER/WASTEWATER: WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT #3
1101 CAPITAL OF TEXAS HIGHWAY, SUITE D110
AUSTIN, TEXAS 78746
ROBERT FERGUSON, MURFEE ENGINEERING
PHONE 512-327-9204

17. 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.
18. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
19. ANY EASEMENTS AND SETBACKS SHOWN HEREON THAT ARE CREATED BY A SEPARATE INSTRUMENT SHALL BE GOVERNED BY THE TERMS, PROVISIONS AND CONDITIONS OF SUCH SEPARATE INSTRUMENT, AND THE LOCATIONS OF SUCH EASEMENTS DEPICTED HEREON ARE APPROXIMATE WITH THE EXACT LOCATIONS SET FORTH IN SUCH SEPARATELY RECORDED INSTRUMENT.

THIS SUBDIVISION IS LOCATED WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF HUTTO,

THIS DAY 14th DAY OF December A.D., 2016.

HELEN RAMIREZ, AICP, DIRECTOR 12/14/16 DATE

CITY APPROVAL:

APPROVED AND AUTHORIZED FOR FILING WITH THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, BY THE CITY OF HUTTO, WILLIAMSON COUNTY, TEXAS, ON THIS THE 13th DAY OF October, 2016 A.D.

Doug Gaul 12-15-16

MAYOR DOUG GAUL DATE

SETH GIPSON 12-15-16
CITY SECRETARY DATE

WILLIAMSON COUNTY 911 ADDRESSING::

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

Teresa Bak 11/28/16

WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS

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

_____ _____
COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

COUNTY CLERK CERTIFICATION

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D., 2016, AT _____ O'CLOCK

__M. AND DULY RECORDED ON THE _____ DAY OF _____ A.D., 2016, AT _____ O'CLOCK

____ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, DOCUMENT NO. _____ TO CERTIFY

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

NANCY RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JUNE 23, 2016
PREPARED BY:

AMENDED PLAT OF STAR RANCH GATTIS SCHOOL ROAD/SH 130 SUBDIVISION, LOTS 1A AND 3A

A 2 LOT SUBDIVISION CONSISTING OF 28.264 ACRES

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Drawn by: DLB Approved by: MJJ Project No.: 222010175 File: H:\100010\044\100010044PL8.dwg

V:\2220\active\222010175\survey\100010044PL8.dwg Sep 6, 16 9:07 AM by: kazzarello

Commissioners Court - Regular Session **29.**

Meeting Date: 01/10/2017

Discuss consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Ph 1 Sec 4 subdivision - Pct 3

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Santa Rita Ranch Ph 1 Sec 4 subdivision - Pct 3

Background

This is the next section of the Santa Rita Ranch development. It consists of 42 single family lots and 2,188 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Santa Rita Ranch Ph 1 Sec 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 10:54 AM
Form Started By: Katheryn Cromwell		Started On: 01/03/2017 10:00 AM
Final Approval Date: 01/03/2017		

LEGEND:

- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- (M) = BLOCK NUMBER
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

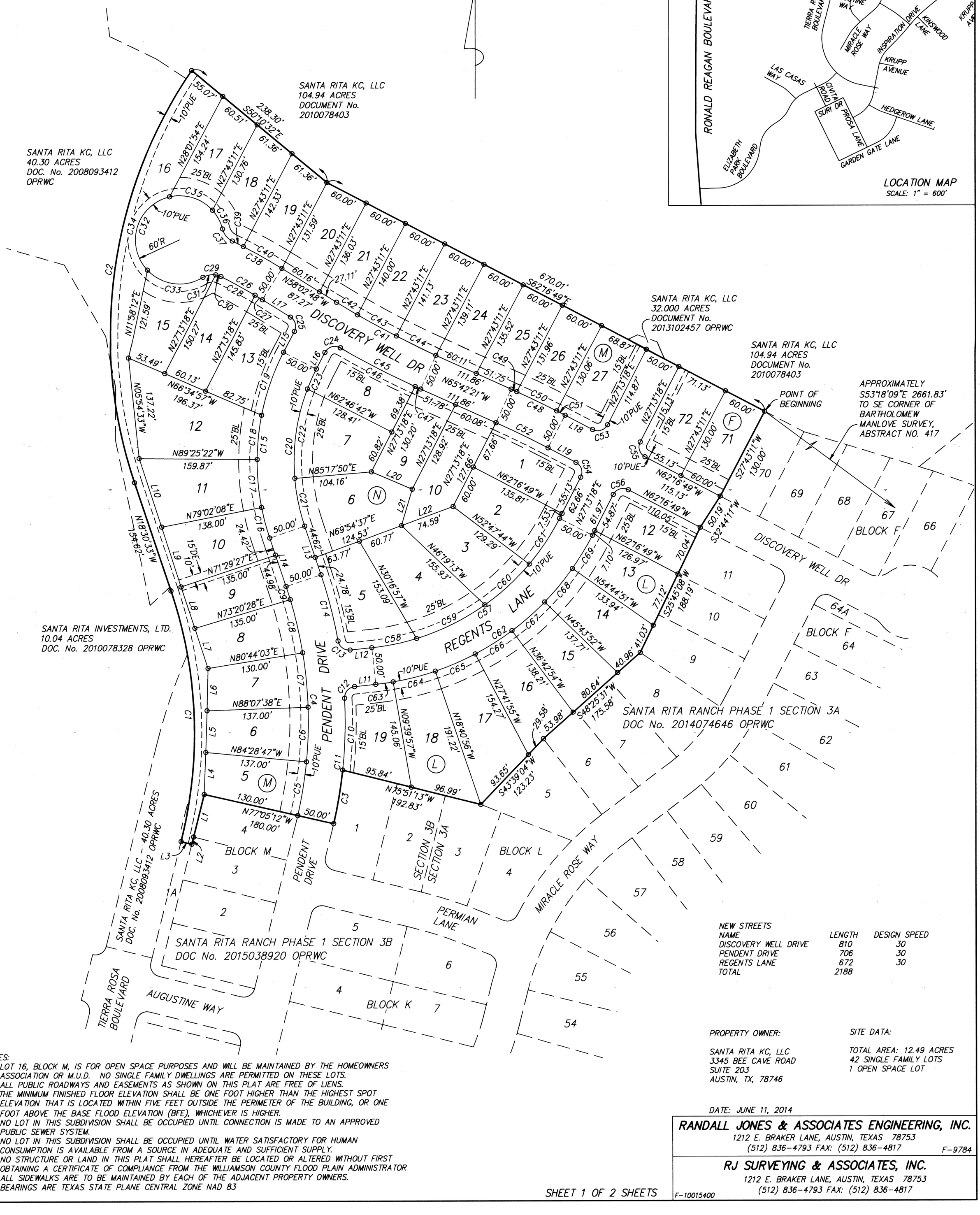
PLAT OF

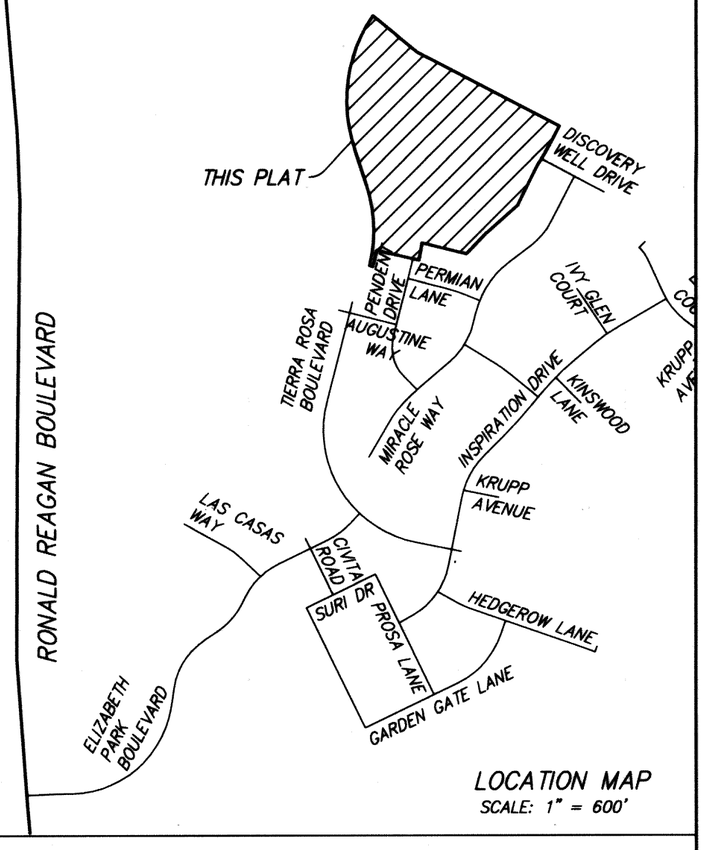
SANTA RITA RANCH PHASE 1, SECTION 4

WILLIAMSON, COUNTY, TEXAS

SCALE: 1"= 80'

0 80' 160' 240' 320'





LOCATION MAP
SCALE: 1" = 600'

NEW STREETS NAME	LENGTH	DESIGN SPEED
DISCOVERY WELL DRIVE	810	30
PENDENT DRIVE	706	30
REGENTS LANE	672	30
TOTAL	2188	

PROPERTY OWNER:

SANTA RITA KC, LLC
3345 BEE CAVE ROAD
SUITE 203
AUSTIN, TX, 78746

SITE DATA:

TOTAL AREA: 12.49 ACRES
42 SINGLE FAMILY LOTS
1 OPEN SPACE LOT

NOTES:

1. LOT 16, BLOCK M, IS FOR OPEN SPACE PURPOSES AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
2. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. 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 BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
6. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR
7. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
8. BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

DATE: JUNE 11, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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PLAT OF

SANTA RITA RANCH PHASE 1, SECTION 4

WILLIAMSON, COUNTY, TEXAS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	345.32	605.88	32°39'20"	N02°10'53"W	340.66
C2	585.16	634.15	52°52'12"	N07°55'33"E	564.62
C3	73.94	625.00	6°46'42"	S09°31'27"W	73.90
C4	315.34	575.00	31°25'20"	N02°47'52"W	311.41
C5	74.19	575.00	7°23'35"	N09°13'00"E	74.14
C6	74.19	575.00	7°23'35"	N01°49'25"E	74.14
C7	74.19	575.00	7°23'35"	N05°34'09"W	74.14
C8	74.19	575.00	7°23'35"	N12°57'44"W	74.14
C9	18.57	575.00	1°51'01"	N17°35'02"W	18.57
C10	97.77	625.00	8°57'46"	N01°39'13"E	97.67
C11	171.71	625.00	15°44'28"	N05°02'34"E	171.17
C12	22.72	15.00	86°47'35"	N40°34'07"E	20.61
C13	22.53	15.00	86°02'24"	N53°00'53"W	20.47
C14	92.88	625.00	8°30'52"	N14°15'07"W	92.79
C15	259.40	325.00	45°43'51"	N04°21'23"E	252.57
C16	42.80	325.00	7°32'41"	N14°44'12"W	42.76
C17	65.47	325.00	11°32'30"	N05°11'37"W	65.36
C18	60.47	325.00	10°39'35"	N05°54'26"E	60.38
C19	90.67	325.00	15°59'04"	N19°13'46"E	90.38
C20	219.49	275.00	45°43'51"	N04°21'23"E	213.71
C21	66.26	275.00	13°48'22"	N11°36'22"W	66.10
C22	123.65	275.00	25°45'44"	N08°10'42"E	122.61
C23	29.58	275.00	6°09'44"	N24°08'26"E	29.56
C24	24.33	15.00	92°56'54"	N73°41'45"E	21.75
C25	22.32	15.00	85°16'06"	N15°24'45"W	20.32
C26	64.39	731.01	5°02'48"	N60°34'12"W	64.37
C27	11.71	731.01	0°55'05"	N58°30'21"W	11.71
C28	52.67	731.01	4°07'42"	N61°01'45"W	52.66
C29	25.57	25.00	58°36'08"	N87°36'20"E	24.47
C30	7.48	25.00	17°08'34"	N71°39'53"W	7.45
C31	18.09	25.00	41°27'35"	N79°02'03"E	17.70
C32	301.26	60.00	287°41'00"	N22°08'46"E	70.80
C33	82.16	60.00	78°27'20"	N82°28'05"W	75.89
C34	125.90	60.00	120°13'40"	N16°52'25"E	104.04
C35	63.95	60.00	61°03'55"	N72°28'47"W	60.96
C36	29.25	60.00	27°56'06"	N27°58'47"W	28.96
C37	21.67	25.00	49°40'22"	N38°50'55"W	21.00
C38	76.86	781.01	5°38'18"	N60°51'57"W	76.83
C39	16.80	781.01	1°13'58"	N63°04'07"W	16.80
C40	60.05	781.01	4°24'20"	N60°14'58"W	60.04
C41	153.08	1145.20	7°39'32"	N61°52'34"W	152.97
C42	33.02	1145.20	1°39'08"	N58°52'22"W	33.02
C43	60.02	1145.20	3°00'10"	N61°12'01"W	60.01
C44	60.04	1145.20	3°00'14"	N64°12'13"W	60.03
C45	122.57	1195.20	5°52'32"	N62°46'04"W	122.51
C46	114.27	1195.20	5°28'41"	N62°34'09"W	114.23
C47	8.29	1195.20	0°23'51"	N65°30'25"W	8.29
C48	81.31	1359.92	3°25'32"	N63°59'35"W	81.29
C49	8.35	1359.92	0°21'07"	N65°31'47"W	8.35
C50	60.03	1359.92	2°31'46"	N64°05'21"W	60.03
C51	12.92	1359.92	0°32'39"	N62°33'08"W	12.92
C52	78.32	1309.92	3°25'32"	N63°59'35"W	78.30
C53	23.69	15.00	90°29'54"	N72°28'15"E	21.31
C54	23.43	15.00	89°30'06"	N17°31'45"W	21.12
C55	23.43	15.00	89°30'06"	N17°31'45"W	21.12
C56	23.69	15.00	90°29'54"	N72°28'15"E	21.31
C57	321.87	325.00	56°44'37"	N55°35'36"E	308.87
C58	62.03	325.00	10°56'07"	N78°29'51"E	61.93
C59	103.60	325.00	18°15'49"	N63°53'53"E	103.16
C60	81.89	325.00	14°26'15"	N47°32'52"E	81.68
C61	74.35	325.00	13°06'26"	N33°46'31"E	74.19
C62	371.39	375.00	56°44'37"	N55°35'36"E	356.39
C63	23.77	375.00	3°37'52"	N82°08'59"E	23.76
C64	59.01	375.00	9°00'59"	N75°49'33"E	58.95
C65	59.01	375.00	9°00'59"	N66°48'35"E	58.95
C66	59.01	375.00	9°00'59"	N57°47'36"E	58.95
C67	59.01	375.00	9°00'59"	N48°46'37"E	58.95
C68	59.01	375.00	9°00'59"	N39°45'38"E	58.95
C69	52.56	375.00	8°01'51"	N31°14'13"E	52.52

LINE TABLE		
LINE	LENGTH	BEARING
L1	59.57'	S14°02'50"W
L2	10.18'	S14°08'47"W
L3	15.00'	S75°51'13"E
L4	57.36'	N02°13'16"E
L5	56.48'	N01°49'25"E
L6	57.36'	N01°25'35"E
L7	57.27'	N17°57'36"W
L8	59.19'	N18°17'13"W
L9	85.21'	N17°49'52"W
L10	97.76'	N18°03'07"W
L11	28.97'	N83°57'55"E
L12	29.50'	N83°57'55"E
L13	69.40'	N18°30'33"W
L14	69.40'	N18°30'33"W
L15	31.33'	N27°13'18"E
L16	25.30'	N27°13'18"E
L17	44.71'	N58°02'48"W
L18	41.95'	N62°16'49"W
L19	42.65'	N62°16'49"W
L20	60.16'	N66°53'51"W
L21	51.38'	N16°39'01"E
L22	74.59'	N69°54'37"E

SURVEYOR'S CERTIFICATION

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

John K. Weigand 8/11/2016

J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · JOHN KENNETH WEIGAND · 5741 · PROFESSIONAL LAND SURVEYOR

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT No. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Allen E. Wise
TITLE: Executive Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF ~~WILLIAMSON~~ Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E. Wise, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF August, A.D., 2016.

Kayla Monarres
NOTARY PUBLIC SIGNATURE

KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

SEAL

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13 ACRE TRACT OF LAND AND THAT 40.30 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 104.94 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 10.04 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2010078328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND THAT 32.000 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHWEST CORNER OF LOT 70, BLOCK F, SANTA RITA RANCH PHASE 1, SECTION 3A, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014074646 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE WEST LINE OF SAID LOT 70 AND CONTINUING ALONG THE WESTERLY LINE OF SAID PLAT THE FOLLOWING FIVE COURSES:

1. S.27°43'11"W. A DISTANCE OF 130.00 FEET TO A 1/2" IRON ROD SET;
2. S.32°44'11"W. A DISTANCE OF 50.19 FEET TO A 1/2" IRON ROD SET;
3. S.25°45'08"W. A DISTANCE OF 188.19 FEET TO A 1/2" IRON ROD SET;
4. S.48°25'31"W. A DISTANCE OF 175.58 FEET TO A 1/2" IRON ROD SET;
5. S.43°39'04"W. A DISTANCE OF 123.23 FEET TO A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 5, BLOCK L IN THE NORTH LINE OF LOT 3, BLOCK L;

THENCE N.75°51'13"W. ALONG THE NORTH LINE OF SAID LOT 3 (AT 49.39 FEET PASS THE NORTHWEST CORNER OF SAID LOT L AND CONTINUE ACROSS SAID 32.000 ACRE TRACT) IN ALL A DISTANCE OF 192.83 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE CONTINUE ACROSS SAID 32.000 ACRE TRACT, SAID 40.30 ACRE TRACT, SAID 10.04 ACRE TRACT AND SAID 104.94 ACRE TRACT THE FOLLOWING TEN COURSES:

1. SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.94 FEET, SAID CURVE HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 06°46'42" AND A CHORD BEARING S.09°31'27"W., 73.90 FEET TO A 1/2" IRON ROD SET;
2. N.77°05'12"W. A DISTANCE OF 180.00 FEET TO A 1/2" IRON ROD SET;
3. THENCE S.14°02'50"W. A DISTANCE OF 59.57 FEET TO A 1/2" IRON ROD SET;
4. THENCE S.14°08'47"W. A DISTANCE OF 10.18 FEET TO A 1/2" IRON ROD SET;
5. THENCE N.75°51'13"W. A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD SET AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
6. NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 345.32 FEET, SAID CURVE HAVING A RADIUS OF 605.88 FEET, A CENTRAL ANGLE OF 32°39'20" AND A CHORD BEARING N.02°10'53"W., 340.66 FEET TO A 1/2" IRON ROD SET;
7. N.18°30'33"W. A DISTANCE OF 154.62 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
8. NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 585.16 FEET, SAID CURVE HAVING A RADIUS OF 634.15 FEET, A CENTRAL ANGLE OF 52°52'12", AND A CHORD BEARING N.07°55'33"E., 564.62 FEET TO A 1/2" IRON ROD SET;
9. S.50°10'32"E. A DISTANCE OF 238.30 FEET TO A 1/2" IRON ROD SET;
10. S.62°16'49"E. A DISTANCE OF 670.01 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 12.49 ACRES, MORE OR LESS.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5th DAY OF October, 2016.

Teresa Bat
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

Sally A. McLeroy 10/11/16
DATE
CITY OF LIBERTY HILL, TEXAS

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J. Keith Collins 8/10/16

J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER No. 80579

STATE OF TEXAS · J. KEITH COLLINS · 80579 · REGISTERED PROFESSIONAL ENGINEER

DEDICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND AND THAT 40.30 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 104.94 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; THAT 10.04 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2010078328 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND THAT 32.000 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 12.49 ACRES OUT OF SAID TRACTS AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA RANCH PHASE 1, SECTION 4" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 23 DAY OF August 2016

SANTA RITA KC, LLC

BY: _____
JAMES EDWARD HORNE
VICE PRESIDENT, ~~PATTERBROOK, LTD.~~
SANTA RITA KC, LLC

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS .

BEFORE ME ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 DAY OF August, A.D., 2016.

Patricia A Schofell
NOTARY PUBLIC SIGNATURE

PATRICIA A SCHOFELL
Notary Public, State of Texas
My Commission Expires
October 12, 2019

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JUNE 11, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-10015400

S:\LAND2151-22002165\dwg\2165-plat.dwg 8/10/2016 5:14:07 PM CDT

Commissioners Court - Regular Session **30.**

Meeting Date: 01/10/2017

Siena Section 9 - Final Plat

Submitted For: Terron Evertson **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Siena Section 9 subdivision - Pct 4.

Background

This is the next section of the Siena Section 9 development. It consists of 67 single family lots and 1,880 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Siena Sec 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 04:32 PM
Form Started By: Stephen Jones-Meyer		Started On: 01/03/2017 02:54 PM
Final Approval Date: 01/03/2017		

PLAT OF

SIENA SECTION 9

SCALE: 1" = 80'

0 100' 200' 300'

NOTES:

1. THE PROPERTY OWNERS OR THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIDEWALKS.
2. NO FENCES, STRUCTURES, STORAGE, OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE ULTIMATE 1% ANNUAL CHANCE FLOODPLAIN, UNLESS APPROVED BY THE COUNTY ENGINEER. FILL MAY ONLY BE PERMITTED BY THE COUNTY ENGINEER AFTER APPROVAL OF THE PROPER ANALYSIS.
3. NO PORTION OF THIS TRACT IS ENCROACHED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U. S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0505E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
4. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PREMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. WATER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D..
6. SANITARY SEWER SERVICE WILL BE PROVIDED BY JONAH WATER, S. U. D. THE CITY OF ROUND ROCK WILL PROVIDE THE TRUNK LINE (McNUTT INTERCEPTOR).
7. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
8. MAIL BOXES WILL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS).
9. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAT THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
10. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

SEDC DEVCO, INC.
71.9 ACRES
DOC. No. 2015089805 OPRWC

APPROXIMATE SURVEY LINE
HENRY MILLARD SURVEY A-452
WM. DUNN SURVEY A-196

SEDC DEVCO, INC.
367.148 ACRES
DOC. No. 2013084234 OPRWC

N68°57'58"E 124.49'
N24°37'52"E 97.75'
N39°12'00"W 145.38'
N25°37'23"E 151.51'
BUCINE CV.
C1 C2 C3
N31°24'21"W 101.68'
N59°32'06"E 76.22'
54.72'
N44°11'56"E
N18°49'00"W 378.00'
67.81'
N17°26'06"W
N14°40'17"W 67.81'
N11°54'28"W 67.81'
N09°38'02"W 64.98'
N09°23'26"W 77.22'
N80°36'34"E 70.19'
N08°57'35"W 50.00'
CARRARA PASS
BLOCK 00
14
LOT 1A
BLOCK E
5.46 ACRES
(DRAINAGE)
LEONARDO DRIVE
SIENA SECTION 6, DOC. No. OPRWC
BLOCK E
62 63 61 64 65 66 67 68 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46

JIM WALKER ET UX
10.00 AC.
DOC. NO. 9714372 OPRWC
S18°51'04"E 1165.76'

N75°44'21"E 151.87'
N26°27'53"E 134.09'
N21°23'19"W 167.88'
N14°24'01"E 197.69'
N23°52'03"W 156.73'
N57°10'39"W 110.00'
N50°11'22"E 105.98'
N22°23'00"E 110.01'
N87°02'00"E 125.00'
N16°29'56"W 80.23'
N71°08'56"E 129.00'
N32°44'58"W 109.20'
N18°51'04"W 212.00'
N11°59'16"W 106.77'
N71°08'56"E 53.00'
N19°03'12"W 124.60'
N19°03'12"W 128.95'
N19°03'12"W 130.28'
N12°17'47"W 148.38'
N12°17'47"W 148.38'
N18°51'04"W 564.37'
N18°51'04"W 271.26'
N18°51'04"W 271.26'
BRINDISI PLACE
C27 C34 C35 C36 C37 C38 C41 C43 C44 C45 C46 C48 C49 C50 C51 C52 C53 C54 C55 C56
L8
25'BL 15'BL
60'R
E
759.5 758.0 757.0 756.7 756.3 755.7 755.2 754.6 754.0 753.0 752.1 751.1 747.9 747.0 760.3 760.1 759.6 758.9 758.4 757.9 757.3 755.4 754.0 753.5
31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 30 29 28 27 26 25 24 23 22 21 20
HYVIEW LANE
50' ROAD EASEMENT
Vol. 794, Pg. 282 DRWC
CARRARA PASS
SEE SHEET 2

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

TOTAL AREA OF PLAT: 23.44 ACRES

SURVEY: WILLIAM DUNN SURVEY, ABSTRACT No. 196

67 SINGLE FAMILY LOTS (65 @ 53' & 2 @ 63')
2 OPEN SPACE LOTS

EASEMENTS:
A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

NEW STREETS

NAME	LENGTH	ROW WIDTH	DESIGN SPEED
BRINDISI PLACE	1484	50	30
CARRARA PASS	323	50	30
DONATO COVE	73	50	30
TOTAL	1880		

LEGEND:

- ○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- ● = FOUND 1/2" IRON ROD
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- (E) = BLOCK NAME
- [759.5] = MINIMUM FINISHED FLOOR ELEVATION
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

DATE: CT. 30, 2015

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

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

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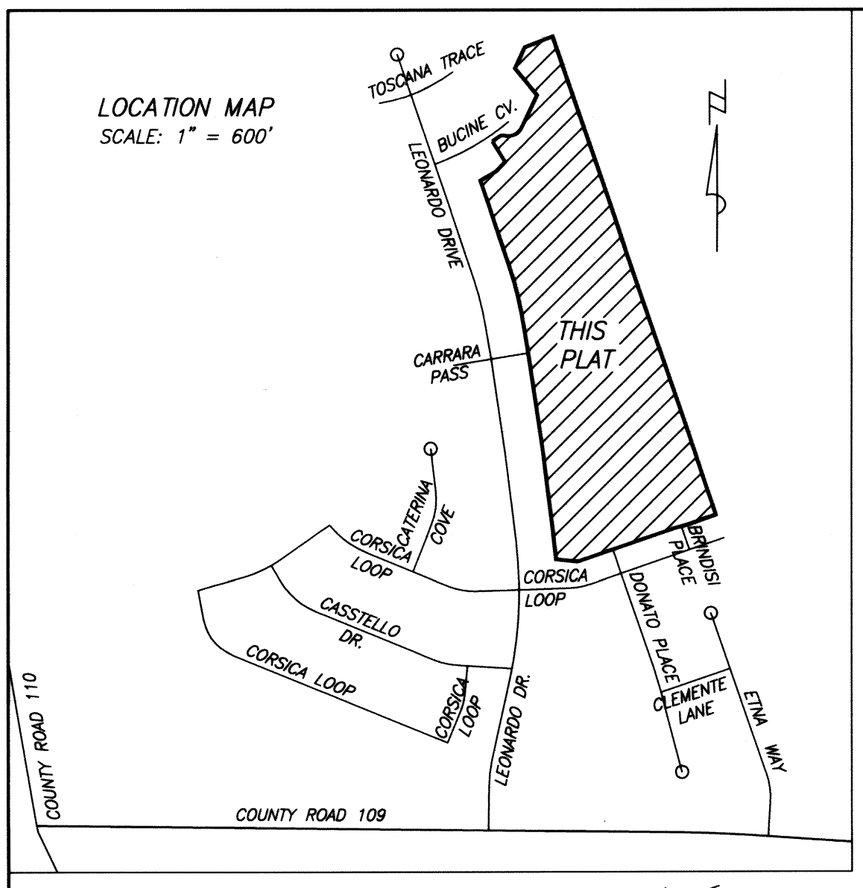
PLAT OF

SIENA SECTION 9

SCALE: 1" = 80'

0 100' 200' 300'

LOCATION MAP
SCALE: 1" = 600'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	36.02	1032.50	1°59'56"	N54°39'08"E	36.02
C2	22.73	25.00	52°04'59"	N79°41'39"E	21.95
C3	83.89	60.00	80°06'46"	N65°40'46"E	77.22
C4	2.58	205.00	0°43'13"	N16°24'22"W	2.58
C5	20.23	25.00	46°21'42"	N39°13'36"W	19.68
C6	241.14	50.00	276°19'43"	N75°45'24"E	66.70
C7	17.70	50.00	20°17'14"	N52°15'50"W	17.61
C8	44.39	50.00	50°51'56"	N16°41'15"W	42.95
C9	35.92	50.00	41°09'37"	N29°19'31"E	35.15
C10	35.92	50.00	41°09'37"	N70°29'08"E	35.15
C11	35.92	50.00	41°09'37"	N68°21'15"W	35.15
C12	45.29	50.00	51°54'00"	N21°49'27"W	43.76
C13	26.00	50.00	29°47'43"	N19°01'25"E	25.71
C14	21.80	25.00	49°58'01"	N08°56'15"E	21.12
C15	53.75	325.00	9°28'36"	N23°51'05"W	53.69
C16	31.23	325.00	5°30'20"	N21°51'57"W	31.22
C17	22.53	325.00	3°58'16"	N26°36'15"W	22.52
C18	45.48	275.00	9°28'36"	N23°51'05"W	45.43
C19	34.89	275.00	7°16'10"	N22°44'52"W	34.87
C20	10.59	275.00	2°12'26"	N27°29'10"W	10.59
C21	45.77	275.00	9°32'11"	N23°49'18"W	45.72
C22	54.09	325.00	9°32'11"	N23°49'18"W	54.03
C23	39.28	325.00	6°55'26"	N22°30'55"W	39.25
C24	33.23	275.00	6°55'26"	N22°30'55"W	33.21
C25	3.39	275.00	0°42'26"	N19°24'25"W	3.39
C26	29.84	275.00	6°13'00"	N22°52'08"W	29.82
C27	137.30	575.00	13°40'52"	N19°08'13"W	136.97
C28	43.87	575.00	4°22'16"	N23°47'31"W	43.86
C29	53.02	575.00	5°16'59"	N18°57'53"W	53.00
C30	40.41	575.00	4°01'37"	N14°18'35"W	40.40
C31	20.56	625.00	1°53'05"	N25°02'06"W	20.56
C32	22.24	15.00	84°57'38"	N66°34'23"W	20.26
C33	23.00	15.00	87°52'14"	N27°00'41"E	20.82
C34	50.48	625.00	4°37'39"	N14°36'36"W	50.46
C35	157.03	931.10	9°39'46"	N75°46'41"E	156.84
C36	50.80	931.10	3°07'33"	N79°02'47"E	50.79
C37	53.20	931.10	3°16'26"	N75°50'48"E	53.19
C38	53.03	931.10	3°15'47"	N72°34'42"E	53.02
C39	165.46	981.10	9°39'46"	N75°46'41"E	165.26
C40	49.19	981.10	2°52'21"	N79°10'23"E	49.18
C41	63.25	981.10	3°41'37"	N75°53'25"E	63.24
C42	53.03	981.10	3°05'48"	N72°29'42"E	53.02
C43	37.18	325.00	6°33'17"	N15°34'26"W	37.16
C44	31.46	275.00	6°33'17"	N15°34'26"W	31.44
C45	23.93	275.00	4°59'10"	N14°47'22"W	23.92
C46	7.53	275.00	1°34'08"	N18°04'00"W	7.53
C47	23.55	25.00	53°58'05"	N45°50'07"W	22.69
C48	301.53	60.00	287°56'10"	N71°08'56"E	70.59
C49	25.64	60.00	24°29'11"	N60°34'34"W	25.45
C50	47.51	60.00	45°21'59"	N25°38'59"W	46.28
C51	37.48	60.00	35°47'20"	N14°55'40"E	36.87
C52	37.48	60.00	35°47'20"	N50°43'01"E	36.87
C53	37.48	60.00	35°47'20"	N86°30'21"E	36.87
C54	37.48	60.00	35°47'20"	N57°42'19"W	36.87
C55	44.47	60.00	42°28'11"	N18°34'33"W	43.46
C56	33.99	60.00	32°27'29"	N18°53'17"E	33.54
C57	23.55	25.00	53°58'05"	N08°07'58"E	22.69

LINE TABLE		
LINE	LENGTH	BEARING
L1	17.26'	N16°02'45"W
L2	14.11'	N16°02'45"W
L3	53.39'	N23°12'42"W
L4	10.95'	N23°12'42"W
L5	42.45'	N23°12'42"W
L6	53.00'	N19°06'50"W
L7	53.00'	N19°06'50"W
L8	51.89'	N70°56'48"E
L9	53.92'	N70°56'48"E
L10	59.25'	N18°57'58"W
L11	19.64'	N12°17'47"W
L12	60.67'	N18°31'54"W

SEE SHEET 1

CARRARA PASS

BLOCK OO
14
13
12
11
10
9
8
7
6
5
4
3
2
1

LEONARDO DRIVE

SIENA SECTION 6, DOC. No.

OPRWC

LOT 42
BLOCK OO
3.76 ACRES
(DRAINAGE)

BRINDISI PLACE

DONATO COVE

K. SCHWAB ET AL VOL. 2135, PG. 949 DRWC

HUTTO INDEPENDENT SCHOOL DISTRICT
24.953 AC.
DOC. No. 2006092942 OPRWC

POINT OF BEGINING

SIENA PHASE 1, SECTION 1, DOC. No. 2014044907 OPRWC

CORSICA LOOP

BLOCK E

BLOCK G

BLOCK F

CITY OF ROUND ROCK H.A.R.N. MONUMENT
No. 01-038
NAVD 88 ELEVATION: 716.20'
NORTHING = 10178429.1049
EASTING = 3154785.3870

DATE: OCT. 30, 2015

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

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

S:\LAND2401-2450\2422\dwg\2422-PLAT.dwg 12/30/2015 9:33:36 AM CST

PLAT OF

SIENA SECTION 9

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 9." AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 22nd DAY OF August 2016.

SEDC DEVCO, INC.

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

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Travis .

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22nd DAY OF August, A. D., 2016

NOTARY PUBLIC SIGNATURE

KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No.2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 13.89 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP

BY: GENERAL DRIPPING, INC.
A TEXAS CORPORATION
ITS GENERAL PARTNER

BY: _____
JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22nd DAY OF August 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES:

KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 13.89 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: _____
NAME: Allen E. Wise
TITLE: Executive Vice president
COMMERCIAL LENDING

THE STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 22nd DAY OF August 2016

BY, _____
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES:

KAYLA MONARRES
Notary Public, State of Texas
Commission Expires 07-21-2019
Notary ID 130303134

ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0505E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

8/11/16
R. BRENT JONES DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

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

8/11/2016
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

DESCRIPTION

THAT PART OF THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 1, BLOCK E, SIENA PHASE 1, SECTION 1, ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014044907 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND CONTINUING ALONG THE NORTH LINE OF SAID PLAT OF SEINA PHASE 1, SECTION 1 THE FOLLOWING FOUR COURSES:

1. S.70°53'13"W. A DISTANCE OF 127.29 FEET TO A 1/2" IRON ROD SET;
2. S.74°35'07"W. A DISTANCE OF 50.10 FEET TO A 1/2" IRON ROD SET;
3. S.71°00'10"W. A DISTANCE OF 431.84 FEET TO A 1/2" IRON ROD SET;
4. N.84°20'54"W. A DISTANCE OF 92.14 FEET TO A 1/2" IRON ROD SET;

THENCE ACROSS SAID 367.148 ACRE TRACT THE FOLLOWING 22 COURSES:

1. N.06°08'39"W. A DISTANCE OF 65.69 FEET TO A 1/2" IRON ROD SET;
2. N.06°46'11"W. A DISTANCE OF 64.64 FEET TO A 1/2" IRON ROD SET;
3. N.06°59'37"W. A DISTANCE OF 252.00 FEET TO A 1/2" IRON ROD SET;
4. N.07°28'45"W. A DISTANCE OF 65.17 FEET TO A 1/2" IRON ROD SET;
5. N.08°29'01"W. A DISTANCE OF 400.53 FEET TO A 1/2" IRON ROD SET;
6. N.08°57'35"W. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
7. N.09°23'26"W. A DISTANCE OF 77.22 FEET TO A 1/2" IRON ROD SET;
8. N.09°38'02"W. A DISTANCE OF 64.98 FEET TO A 1/2" IRON ROD SET;
9. N.11°54'28"W. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
10. N.14°40'17"W. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
11. N.17°26'06"W. A DISTANCE OF 67.81 FEET TO A 1/2" IRON ROD SET;
12. N.18°49'00"W. A DISTANCE OF 378.00 FEET TO A 1/2" IRON ROD SET;
13. N.59°32'06"E. A DISTANCE OF 76.22 FEET TO A 1/2" IRON ROD SET;
14. N.44°11'56"E. A DISTANCE OF 54.72 FEET TO A 1/2" IRON ROD SET;
15. N.31°24'21"W. A DISTANCE OF 101.68 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;
16. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.02 FEET, SAID CURVE HAVING A RADIUS OF 1032.50 FEET, A CENTRAL ANGLE OF 01°59'56" AND A CHORD BEARING N.54°39'08"E., 36.02 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT;
17. EASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.73 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°04'59", AND A CHORD BEARING N.79°41'39"E., 21.95 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
18. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 83.89 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 80°06'46", AND A CHORD BEARING N.65°40'46"E., 77.22 FEET TO A 1/2" IRON ROD SET;
19. N.25°37'23"E. A DISTANCE OF 151.51 FEET TO A 1/2" IRON ROD SET;
20. N.39°12'00"W. A DISTANCE OF 145.38 FEET TO A 1/2" IRON ROD SET;
21. N.24°37'52"E. A DISTANCE OF 97.75 FEET TO A 1/2" IRON ROD SET;
22. N.68°57'58"E. A DISTANCE OF 124.49 FEET TO A 1/2" IRON ROD FOUND AT A CORNER IN THE EASTERLY LINE OF SAID 367.148 ACRE TRACT;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE COURSES:
S.18°51'04"E. A DISTANCE OF 1165.76 FEET TO A 1/2" IRON ROD FOUND;
S.19°03'12"E. A DISTANCE OF 564.38 FEET TO A 1/2" IRON ROD SET;
S.18°31'54"E. A DISTANCE OF 385.32 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 23.44 ACRES, MORE OR LESS.

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

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: OCT. 30. 2015

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

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

S:\LAND2401-2450\2422\dwg\2422-PLAT.dwg 12/30/2015 9:33:36 AM CST

Commissioners Court - Regular Session **31.**

Meeting Date: 01/10/2017

Wooden Nickel - Replat

Submitted For: Terron Evertson **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised plat for the Wooden Nickel subdivision - Pct 3.

Background

Fiscal Impact

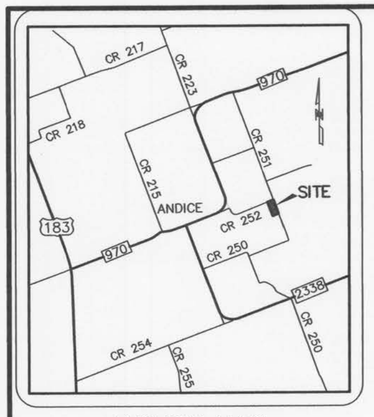
From/To	Acct No.	Description	Amount

Attachments

Replat - Wooden Nickel

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 04:32 PM
Form Started By: Stephen Jones-Meyer		Started On: 01/03/2017 03:51 PM
Final Approval Date: 01/03/2017		



VICINITY MAP
NTS

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

That SELF DIRECTED IRA SERVICES INC CUSTODIAN FBO CONNIE MAE REGIER, owner of Lot 1, Block 1, Wooden Nickel, a subdivision of record in cabinet J, Slide 2, Williamson County Plat records, as conveyed to SELF DIRECTED IRA SERVICES INC CUSTODIAN FBO CONNIE MAE REGIER, by deed recorded in Document No. 2016057924 of the Official Public Records of Williamson County, Texas, do hereby Replat said Lot 1, Block 1, Wooden Nickel, to be known as **"LOT 1A, LOT 1B & LOT 1C, BLOCK 1, WOODEN NICKEL"**, and dedicate to the use of all public streets, alleys, parks, drains, watercourses, easements and public places shown on this plat.

M Coffman
SELF DIRECTED IRA SERVICES INC
CUSTODIAN FBO CONNIE MAE REGIER
7901 WOODWAY DRIVE, SUITE 200
WACO, TX 76712

12/9/16
DATE

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

BEFORE ME, the undersigned authority, on this day personally appeared Melissa Coffman, of SELF DIRECTED IRA SERVICES INC CUSTODIAN FBO CONNIE MAE REGIER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of December, A.D., 2016.

Alison Weeks
NOTARY PUBLIC

STATE OF TEXAS

ALISON WEEKS NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-4-2018

ROAD WIDENING EASEMENTS

Right-of-way easements for widening roadways or improving drainage shall be maintained by the landowner until a road or drainage improvements are actually constructed on the property. The County has the right at any time to take possession of any road widening easement for the construction, improvement or maintenance of the adjacent road.

The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the County, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the County and that the Owner of the improvement shall be responsible for the relocation and/or replacement of the improvement.

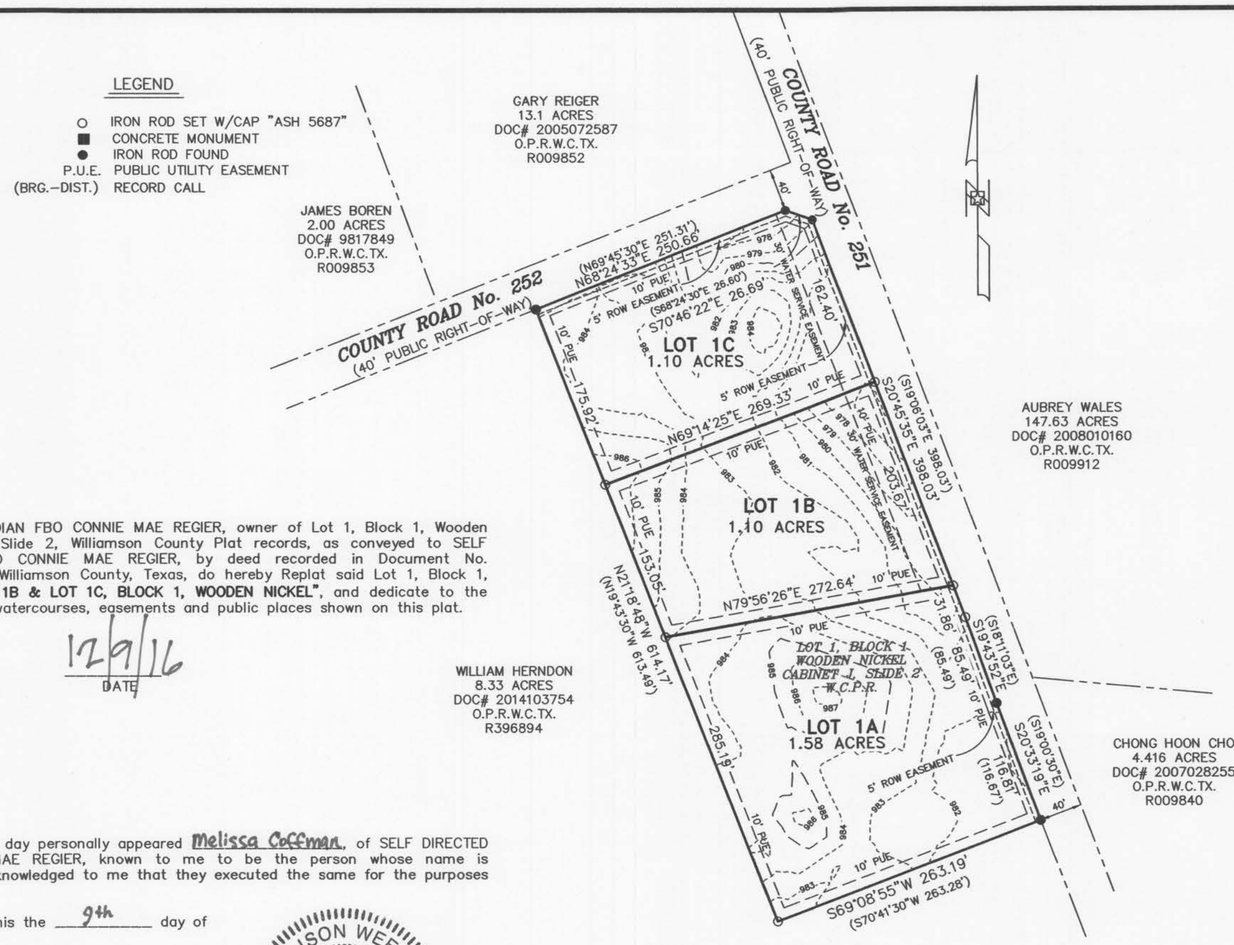
ROADWAY CONSTRUCTION

In approving this plat by the Commissioners Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridge or culverts necessary to be constructed or placed is the responsibility of the owner of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. said Commissioner's court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage ways or easements in the subdivision, other than those draining or protecting the road system.

OWNER'S RESPONSIBILITIES

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.

The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of 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 roads in the subdivision have finally been accepted for maintenance by the County.



EDWARDS AQUIFER NOTE:

This subdivision does not lie within the Edwards Aquifer Recharge Zone. This subdivision lies within the boundaries of the Contributing Zone of the Edwards Aquifer.

PLAT INFORMATION:

Total Area: 3.78 Acres
Total Number of Lots: 3
Blocks: 1

E.T.J. NOTE

This subdivision does not lie within the boundaries of any City or Extra Territorial Jurisdiction.

UTILITY INFORMATION

Water Service for this subdivision will be provided by Georgetown Utilities.
Sewer Service for this subdivision will be provided by On-Site Sewage Facilities.
Electrical Service for this subdivision to be provided by Pedernales Electric Cooperative, Inc.

PLAT NOTES:

1) According to the National Food Insurance Program, Flood Insurance Rate Map for Williamson County, Texas and Incorporated areas, Map No. 48491C0100E, Dated September 26, 2008, this property is located in zone "X", areas outside the designated 100-year floodplain.
2) 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.
3) Bearing basis derived by GPS measurements adjusted by Harin (High accuracy reference network) & projected to Texas State Plane Coordinates & NAD83.
4) Landscaping is prohibited within county road right-of-way.
5) This replat is subject to all applicable recorded easements and restrictions as set forth in the original plat of wooden Nickel, as recorded in document 8741905 of the Official public records of Williamson County.
6) Residential driveways are to be located no closer to the corner of intersecting right-of-way than 60 percent of the parcel frontage or 50 feet, whichever is less.
7) A defacto certificate of compliance is hereby issued for until 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 lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
9) Williamson County Driveway permits will be required for all lots in this subdivision.
10) Contours shown hereon were derived from Google Earth Surface Model.

STATE OF TEXAS *
COUNTY OF HAYS *

I, Richard H. Taylor, 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 on the property under my supervision on the ground and that corner monuments were properly placed under my supervision. This tract is not located within the Edwards Aquifer Recharge Zone.

Richard H. Taylor
Registered Professional Land Surveyor
State of Texas, No. 3986

12/07/16
Date

STATE OF TEXAS REGISTERED RICHARD TAYLOR 3986 PROFESSIONAL LAND SURVEYOR

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

Deborah L. Marlow, R.S.
Deborah L. Marlow, RS, OS0029596
Director, Environmental Health Services, WCCHD

1/03/2017
Date

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 3rd day of January, 2017 A.D.

Williamson County Addressing Coordinator

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

I, Dan A. Gattis, County Judge of Williamson County, Texas, do hereby certify that this map or plat for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

DAN A. GATTIS
WILLIAMSON COUNTY, TEXAS

COUNTY JUDGE

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

I, Nancy C. Riser, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 201__, at _____o'clock __.M., and duly recorded this the day of _____, 201__ at _____o'clock __.M., in the Plat Records of Williamson County, Texas, in Cabinet_____, Slide_____.

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 C. RISER
CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

By : _____, Deputy

REPLAT
THE WOODEN NICKEL
A SUBDIVISION OF RECORD
IN CABINET J, SLIDE 2,
WILLIAMSON COUNTY PLAT RECORDS
WILLIAMSON COUNTY, TEXAS

0 100 200
SCALE 1" = 100'

CONNIE REGEIR
204 SARAHS LANE
LIBERTY HILL, TX 78642

ASH & ASSOCIATES
SURVEYING - ENGINEERING - ARCHITECTURE
"SERVING THE COMMUNITY OF TEXAS"
132 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
FAX (512) 392-1928
ashandassociates.net
Surveying: 100847-00
Engineering: F-13483
Architecture: TX20240

DRAWN: RMM SCALE: 1" = 100'
REVIEWED: RHT DATE: 7/01/16
©ASH & ASSOCIATES, L.L.C.

PROJECT No. 16-6250

SHEET 1 OF 1

Commissioners Court - Regular Session **32.**

Meeting Date: 01/10/2017

Employee Lists

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes the hiring of employees from newly Elected Officials of Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

employees1

employees2

employees3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	01/03/2017 10:54 AM
Form Started By: Rebecca Clemons		Started On: 01/02/2017 03:48 PM
Final Approval Date: 01/03/2017		

Application to Commissioners' Court to Employ Personnel

To the Honorable Commissioners' Court of Williamson County

I, Donna King, Presiding Judge, 26th District Court of Williamson County, Texas, hereby make applicatio authority to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title and # of Positions	Proposed Salary with longevity	
1/1/2017	Court Adminstrator - 1	$	66,551.16
1/1/2017	Official Court Report - 1	$	98,279.67
		$	164,830.83

Date 12-19-16 Sworn to _____

Elected Official

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I RYAN D. LARSON, JUDGE, 395TH JUDICIAL DISTRICT **of Williamson County, Texas, hereby make application to employ the following personnel:** COURT

Proposed Effective Date	Position	Proposed Salary
1-1-2017	COURT REPORTER	$102,210.84
1-1-2017	COURT ADMINISTRATOR	$73,465.08
	LONGEVITY	+$3120.00

Date: 12/20/2016

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I BETSY F. LAMBETH, DISTRICT JUDGE **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
Jan. 1, 2017	Court Administrator	66,551.28
Jan 1, 2017	Court Reporter	102,210.84

Date: 12/21/2016

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Shawn Dick, District Attorney **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
See attached		

Date: 12/28/2016

Williamson County, Texas

Revised 10/16

District Attorney Position Budget Report - as of 12/16/2016

GL Account	Budget Amount	Count	Vacancies	Current Available Fun
001100	$1,998,275.72	30	7	$38,600.80
001105	$481,800.55	6	0	$17,730.28
001101	$10,073.70	0	0	$10,073.70

Position	Grade	Salary	Budget Amount
Dist Attorney.0727.001925.	AN.1	$18,000.06	$0.00
DA Intake Legal Asst.0079.001100.	B.16	$39,854.76	$39,854.76
DA Discovery Clerk.1634.001100.	B.16	$27,993.87	$27,993.86
DA Intake Legal Asst.0080.001100.	B.16	$36,041.76	$36,041.76
DA Intake Legal Asst.0081.001100.	B.16	$34,964.80	$34,964.80
Discovery Clerk.1754.001100.	B.16	$34,643.52	$34,643.52
Legal Assistant II.0915.001100.	B.16	$0.00	$34,992.32
DA Court Legal Asst.0082.001100.	B.20	$41,064.96	$41,064.96
DA Court Legal Asst.0078.001100.	B.20	$39,511.72	$39,511.72
DA Victim Asst Coord.0073.001100.	B.21	$0.00	$50,252.03
DA Victim Asst Coord.0074.001100.	B.21	$51,936.77	$51,936.77
DA Sr Court Legal Asst.0077.001100.	B.23	$54,569.22	$54,569.22
DA Evidence Tech.0076.001100.	B.25	$63,157.91	$63,157.91
DA Chief Office Admin.0053.001100.	B.27	$0.00	$65,310.44
DA Appellate Prosecuter.1759.001100.	B.32	$67,492.88	$67,492.88
DA Felony Prosecutor I.0062.001100.	B.36	$88,922.08	$88,922.08
DA Felony Prosecutor I.0061.001100.	B.36	$84,605.82	$84,605.82
DA Civil Prosecutor.0072.001100.	B.36	$94,684.72	$94,684.72
DA Intake Prosecutor I.1791.001100.	B.36	$0.00	$38,394.73
DA Felony Prosecutor I.0060.001100.	B.36	$91,537.42	$91,537.42
DA Felony Prosecutor II.0086.001100.	B.37	$96,181.02	$96,181.02
DA Felony Prosecutor II.0063.001100.	B.37	$91,400.14	$91,400.14
DA Appellate Prosecutor.0083.001100.	B.37	$97,191.90	$97,191.90
DA Felony Prosecutor II.0064.001100.	B.37	$0.00	$91,618.02
DA Intake Prosecutor II.1790.001100.	B.37	$0.00	$47,054.63
DA Felony Prosecutor III.0071.001100.	B.38	$108,942.60	$108,942.60
DA Felony Prosecutor III.0069.001100.	B.38	$96,726.50	$96,726.50
DA Felony Prosecutor III.0070.001100.	B.38	$94,812.12	$94,812.12
DA Intake Div Chief.1789.001100.	B.40	$0.00	$62,336.67
DA First Assistant.0054.001100.	B.42	$132,651.74	$132,651.74
DA Sgt Investigator.0057.001105.	L3.17	$82,152.99	$82,152.99
DA Lt Investigator.0059.001105	L3.18	$83,796.04	$83,796.05
DA Sgt Investigator.0058.001105.	L3.7	$67,394.06	$67,394.06
Sgt Investigator.1714.001105.	L3.8	$68,741.95	$68,741.95
DA Sgt Investigator.0056.001105.	L3.9	$70,116.78	$70,116.78
DA Chief Investigator.0055.001105	L4.18	$91,868.44	$91,868.44

Application to Commissioners' Court to Employ Personnel

To the Honorable Commissioners' Court of Williamson County

I, Laura Barker, County Court at Law #2 Judge of Williamson County, Texas, hereby make application for authority to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title and # of Positions	Proposed Salary with longevity
1/1/2017	Court Admin. - 1	$51,874.94
1/1/2017	Office Specialist - 1	$39,086.57
1/1/2017	Court Reporter - 1	$95,755.57
		$186,717.08

Date 1/10/17 Sworn to _____

Elected Official

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County

I Dee Hobbs, County Attorney of Williamson County, Texas, hereby make application for authority to employ the following personnel:

Proposed Effective Date	Position	Proposed Salary
1/1/2017	CA Fam Justice Atty III	$77,542.40
1/1/2017	Restitution Specialist	$39,779.87
1/1/2017	CA Family Court Legal Asst	$39,787.84
1/1/2017	CA Receptionist	$35,704.96
1/1/2017	CA Records Coord	$45,911.93
1/1/2017	CA Chief Fam Atty	$91,750.69
1/1/2017	CA Chief Civil Legal Asst	$49,413.92
1/1/2017	CA Criminal Court Legal Asst	$37,500.01
1/1/2017	CA Family Court Legal Asst	$44,159.30
1/1/2017	CA Chief Juv Prosecutor	$92,337.44
1/1/2017	CA Intake Prosecutor	$60,329.88
1/1/2017	CA First Asst	$116,659.92
1/1/2017	CA Criminal Prosecutor	$63,710.16
1/1/2017	Digital Evidence Tech II	$44,834.26
1/1/2017	CA 1st Chair Prosecutor	$74,245.94
1/1/2017	Civil Legal Assistant	$36,186.31
1/1/2017	CA Civil Attorney	$93,003.30
1/1/2017	CA Intake Prosecutor	$60,329.98
1/1/2017	CA Juvenile Court Legal Asst	$37,142.10
1/1/2017	CA Deputy Chief Investigator	$79,977.00
1/1/2017	CA Juv Prosecutor	$77,542.29
1/1/2017	CA Criminal Court Chief	$97,107.23
1/1/2017	Restitution Specialist	$35,975.33
1/1/2017	CA Criminal Court Legal Asst	$36,413.83
1/1/2017	CA Investigator Chief	$101,362.03
1/1/2017	CA Chief Victim Asst Coord III	$50,694.00
1/1/2017	CA Civil Attorney	$81,156.25
1/1/2017	CA Criminal Prosecutor II	$61,854.52
1/1/2017	Digital Evidence Tech Manager	$58,726.93
1/1/2017	CA Chief Office Admin	$64,989.97
1/1/2017	CA Criminal Prosecutor II	$63,710.16
1/1/2017	CA Criminal Court Legal Asst	$40,015.51
1/1/2017	CA Sgt Investigator	$70,116.78
1/1/2017	Legal Asst Juvenile	$49,414.04
1/1/2017	CA Fam Justice Atty III	$77,542.29
1/1/2017	CA Chief Intake Attorney	$73,812.11
1/1/2017	CA Records Asst	$39,326.71
1/1/2017	CA Sgt Investigator	$71,519.12

1/1/2017	CA Criminal Prosecutor II	$61,854.52
1/1/2017	CA Chief Civil Atty	$126,876.41
1/1/2017	CA Records Asst	$44,761.08
1/1/2017	CA 1st Chair Prosecutor	$74,245.86
1/1/2017	CA Sgt Investigator	$71,519.12
1/1/2017	CA Evidence Asst	$39,981.06
1/1/2017	CA Hot Checks Asst II	$38,658.45
1/1/2017	CA Victim Asst Coord I	$41,450.35
1/1/2017	Digital Evidence Tech I	$43,530.14
1/1/2017	CA Civil Div Office Admin	$69,926.48
1/1/2017	Switchboard Operator	$30,356.09
1/1/2017	CA Fam Justice Atty	$72,698.06
1/1/2017	CA Criminal Prosecutor II	$63,722.21
1/1/2017	CA Criminal Prosecutor II	$72,142.20

Date: 12-15-16

County Attorney
Williamson County, Texas

Application to Commissioners Court to employ personnel

To the Honorable Commissioners Court of Williamson County

I, Larry Gaddes, Tax Assessor/Collector of Williamson County, Texas hereby make application for authority to employ the following positions per Local Government Code 151,001(b):

PROPOSED EFFECTIVE DATE	NO. OF POSITION/DESCRIPTION	PROPOSED SALARY WITH LONGEVITY
01/02/2017	Information Services Manager	$43,784.52
01/02/2017	Accounting Spec Tax	$68,423.16
01/02/2017	Motor Veh Clk I	$33,916.31
01/02/2017	Motor Vehicle Spec II	$35,080.74
01/02/2017	Office Spec Sr	$45,228.27
01/02/2017	Tax Accounting Spec I	$38,606.24
01/02/2017	Motor Veh Clk I	$32,455.68
01/02/2017	PT Motor Vehicle Specialist	$30,587.65
01/02/2017	Motor Vehicle Specialist I	$30,301.29
01/02/2017	Motor Veh Clk I	$33,089.01
01/02/2017	Motor Veh Clk I	$36,577.51
01/02/2017	Accounting Spec I	$36,528.21
01/02/2017	Office Mgr Tax Substation	$56,463.16
01/02/2017	Motor Veh Specialist I	$30,967.92
01/02/2017	VIT Specialist	$40,700.85
01/02/2017	Office Mgr Tax Substation	$47,251.10
01/02/2017	Ch Dep Tax - vacant	$98,794.80
01/02/2017	Motor Veh Clk I (2)	$44,469.90
01/02/2017	Motor Veh Clk I	$31,207.38
01/02/2017	Motor Veh Specialist I	$32,206.02
01/02/2017	Property Tax Specialist	$40,938.34
01/02/2017	PT Mail Clerk	$29,411.20
01/02/2017	Property Tax Manager	$56,537.00
01/02/2017	Motor Vehicle Spec I	$30,723.97
01/02/2017	Motor Veh Specialist I	$29,762.93
01/02/2017	Motor Veh Spec III	$43,334.55
01/02/2017	Property Tax Specialist	$39,124.85
01/02/2017	Motor Veh Clk I	$35,080.72
01/02/2017	Office Adm Tax	$41,637.76
01/02/2017	Motor Veh Clk II	$47,880.93
01/02/2017	Prop Tax Spec II	$39,942.95
01/02/2017	MV Office Asst Mgr	$46,102.86
01/02/2017	Motor Veh Clk I	$38,466.35
01/02/2017	Motor Veh Clk I (2)	$29,418.73

01/02/2017	Information Services Specialist	$29,418.73
01/02/2017	Motor Vehicle Specialist I	$30,007.10
01/02/2017	Tax Annex Mgr	$48,317.62
01/02/2017	MV Office Asst Mgr	$49,517.71
01/02/2017	Tax Accounting Spec I	$38,795.78
01/02/2017	Motor Vehicle Specialist I	$31,161.54
01/02/2017	Information Services Specialist	$32,770.86
01/02/2017	PT Information Services Specialist	$36,296.00
01/02/2017	Sr Dir of Motor Vehicle	$84,187.48
01/02/2017	Office Mgr Tax Substation	$54,273.96
01/02/2017	Tax Accounting Spec I	$35,416.45
01/02/2017	Motor Veh Clk I	$34,746.62
01/02/2017	Motor Veh Clk I	$36,926.58
01/02/2017	PT Property Tax Specialist	$29,418.73
01/02/2017	Tax Accounting Spec II	$42,312.96
01/02/2017	Tax Apps Specialist	$53,458.00
01/02/2017	Property Tax Specialist II	$39,055.16
01/02/2017	Motor Vehicle Specialist II	$43,825.60
01/02/2017	Property Tax Specialist IV	$44,283.37
01/02/2017	Temp Tax	$29,418.73
01/02/2017	PT Motor Vehicle Specialist I	$29,418.73
01/02/2017	Motor Vehicle Specialist I	$29,786.47

Date: 1/3/17 Sworn To:

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Terry Cook, Commissioner, Precinct 1 **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
1-2-16	Office Specialist Sr. B.20	$41,000
1-2-16	Executive Assistant B.27	$60,200

Date: 12/13/2016

Terry Cook

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Valerie P Covey, Commissioner Pct. 3 **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
1-1-17	Executive Assistant	59,895.68
1-1-17	Office Specialist Sr.	40,092.78

Date: 12/16/16

Valerie Covey

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I VINCENT D CHERRONE, CONSTABLE of Williamson County, Texas, hereby make application to employ the following personnel:

Proposed Effective Date	Position	Proposed Salary
1-1-2017	CONSTABLE	$80,771.60
1-1-2017	CHIEF DEPUTY CONSTABLE	$81,576.56
1-1-2017	CONSTABLE LIEUTENANT	$67,394.08
1-1-2017	CONSTABLE SERGEANT	$67,546.92
1-1-2017	CONSTABLE SERGEANT	$66,222.47
1-1-2017	DEPUTY CONSTABLE	$57,715.82
1-1-2017	DEPUTY CONSTABLE	$57,715.82
1-1-2017	DEPUTY CONSTABLE	$56,584.14
1-1-2017	DEPUTY CONSTABLE	$55,474.65
1-1-2017	RESEARCH ANALYST	$37,762.48

Date: 12/6/2016

Vincent D. Cherrone

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I VINCENT D. CHERRONE CONSTABLE **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
1-1-2017	OFFICE SPECIALIST SR.	$ 36,719.02
1-1-2017	OFFICE SPECIALIST SR.	$ 35,649.54

Date: 12/6/2016

Vincent D. Cherrone

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Richard Terry Coffman, Precinct 2 Constable of Williamson County, Texas, hereby make application to employ the following personnel:

Proposed Effective Date	Position	Proposed Salary
January 1, 2016	Chief Deputy	$75,364.12
January 1, 2016	Sergeant	$70,275.82
January 1, 2016	Sergeant	$67,546.92
January 1, 2016	Sergeant	$64,924.00
January 1, 2016	Deputy	$61,248.49
January 1, 2016	Deputy	$60,047.54
January 1, 2016	Deputy	$58,870.14
January 1, 2016	Deputy (2)	$56,584.14
January 1, 2016	Research Analyst	$39,394.29
January 1, 2016	Office Specialist Sr.	$38,340.95
January 1, 2016	Office Specialist Sr.	$31,928.00

Date: 01/02 /2017

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS' COURT TO EMPLOY PERSONNEL

To: The Honorable Commissioners' Court of Williamson County
From: Office of the Constable - Pct. 3
Date: November 14, 2016

I, Kevin Stofle, Constable, Precinct 3 of Williamson County, Texas, hereby make application for authority to employ the following personnel per Local Government Code 151.001(b):

#	Proposed Effective Date	Office or Title	Number of Personnel	Proposed Salary with Longevity
1.	1/1/2017	Constable	1	$80,771.60
2.	1/1/2017	Chief Deputy	1	$91,868.40
3.	1/1/2017	Sergeant	1	$68,897.86
4.	1/1/2017	Sergeant	1	$68,897.86
5.	1/1/2017	Deputy Constable	1	$61,248.49
6.	1/1/2017	Deputy Constable	1	$61,248.49
7.	1/1/2017	Deputy Constable	1	$60,047.54
8.	1/1/2017	Deputy Constable	1	$60,047.54
9.	1/1/2017	Deputy Constable	1	$58,870.14
10.	1/1/2017	Deputy Constable	1	$56,584.14
11.	1/1/2017	Deputy Constable	1	$56,584.14
12.	1/1/2017	Research Analyst	1	$38,250.58
13.	1/1/2017	Office Specialist Sr.	1	$38,250.58
14.	1/1/2017	Administrative Specialist	1	$33,176.92

Kevin Stofle

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Marty Ruble CONSTABLE of Williamson County, Texas, hereby make application to employ the following personnel:

Proposed Effective Date	Position	Proposed Salary
January 1st 2017	Admin. Specialist	34,121.16
	Sr Office Specialist	39,821.05
	Research Analist	37,415.46
	Deputy	62,473.46
	Deputy	57,715.82
	Deputy	68,975.75
	Deputy	56,584.14
	Deputy	56,584.14
	Sgt Deputy	67,546.92
	Sgt Deputy	67,546.92
	Lieutenant	74,408.49
	Chief Deputy	91,868.40
	Constable	80,771.60

Date: 12/28/2016

Williamson County, Texas

Revised 10/16

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County:

I Robert Chody, Sheriff **of Williamson County, Texas, hereby make application to employ the following personnel:**

Proposed Effective Date	Position	Proposed Salary
01 JAN 2017	See Attached	

Date: 12/15/16

Williamson County, Texas

Revised 10/16

Organization	Position	Job	Grade	Salary
Corrections	Corr Ofcr.0409.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Office Spec Sr Jail.0589.001100.	Office Spec Sr	B.18	$40,224.96
Corrections	Medical Sergeant.0582.001105.	Medical Sergeant	CB.14	$64,680.46
Corrections	Corr Ofcr.0524.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0382.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Sergeant Jail.0606.001105.	Sergeant Corrections	C3.10	$52,583.96
Corrections	Paramedic Jail.0591.001105.	Paramedic Corrections	C4.5	$42,817.58
Corrections	Corr Ofcr.0488.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0403.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Adm Tech Jail.0329.001100.	Admin Tech	B.15	$28,965.81
Corrections	Adm Tech Jail.0334.001100.	Admin Tech	B.15	$32,094.36
Corrections	Corr Ofcr.0535.001105.	Corrections Ofcr	C1.2	$34,853.00
Corrections	Corr Ofcr Com.0549.001105.	Commissioned Cor Ofcr	C2.6	$43,474.60
Corrections	Adm Tech Jail.0327.001100.	Admin Tech	B.15	$32,094.36
Corrections	Office Adm Jail.0583.001100.	Office Adm Jail	B.22	$54,591.31
Corrections	Corr Ofcr.0422.001105.	Corrections Ofcr	C1.12	$43,538.56
Corrections	Corr Ofcr Com.0543.001105.	Commissioned Cor Ofcr	C2.4	$41,582.32
Corrections	Corr Ofcr.0440.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Corr Ofcr.0531.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Bailiff Com jail.0343.001105.	Bailiff, Commissioned	C2.18	$56,780.10
Corrections	Corr Ofcr.0397.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Corr Ofcr.0519.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Adm Tech Jail.0321.001100.	Admin Tech	B.15	$26,658.09
Corrections	Adm Tech Jail.0316.001100.	Admin Tech	B.15	$34,352.77
Corrections	Control Oper SO.0376.001100.	Control Oper	B.17	$37,937.66
Corrections	Corr Ofcr Com.0563.001105.	Commissioned Cor Ofcr	C2.4	$41,582.32
Corrections	Control Oper SO.0371.001100.	Control Oper	B.17	$37,020.07
Corrections	Office Coord I Jail.0584.001100.	Office Coordinator	B.19	$41,736.68
Corrections	Corr Ofcr Com.0561.001105.	Commissioned Cor Ofcr	C2.12	$49,683.92
Corrections	Corr Ofcr Com.0551.001105.	Commissioned Cor Ofcr	C2.7	$44,452.72
Corrections	Corr Ofcr.0442.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Lieutenant Jail.0570.001105.	Lieutenant Corrections	C5.5	$62,239.84
Corrections	Corr Ofcr.0523.001105.	Corrections Ofcr	C1.1	$34,086.00

Corrections	Sergeant Investigations.0611.001105.	Sergeant Investigations	CB.6	$55,203.98
Corrections	Corr Ofcr.0511.001105.	Corrections Ofcr	C1.14	$45,519.76
Corrections	Corr Ofcr.0437.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Corr Ofcr.0462.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0428.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0472.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Corr Ofcr.0514.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Corr Ofcr.0447.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Adm Spec Jail.0314.001100.	Admin Specialist	B.16	$40,533.63
Corrections	Corr Ofcr.0453.001105.	Corrections Ofcr	C1.17	$48,662.12
Corrections	Corr Ofcr.0517.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Corr Ofcr.0490.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Paramedic Jail.0598.001105.	Paramedic Corrections	C4.3	$40,953.90
Corrections	Corr Ofcr.0410.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Adm Tech Jail.0317.001100.	Admin Tech	B.15	$33,531.45
Corrections	Corr Ofcr.0496.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Adm Tech Jail.0333.001100.	Admin Tech	B.15	$27,990.98
Corrections	Corr Ofcr.0385.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0463.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0481.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0458.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Corr Ofcr.0461.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0384.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Lieutenant Jail.0575.001105	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Adm Tech Jail.0318.001100.	Admin Tech	B.15	$34,352.77
Corrections	Corr Ofcr Com.0536.001105.	Commissioned Cor Ofcr	C2.10	$47,521.50
Corrections	Paramedic Jail.0595.001105.	Paramedic Corrections	C4.5	$42,817.58
Corrections	Corr Ofcr Com.0553.001105.	Commissioned Cor Ofcr	C2.8	$45,452.94
Corrections	Corr Ofcr.0444.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Adm Tech Jail.0326.001100.	Admin Tech	B.15	$33,531.45
Corrections	Adm Tech Jail.0330.001100.	Admin Tech	B.15	$35,211.78
Corrections	Corr Ofcr.0492.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Sergeant Jail.0608.001105	Sergeant Corrections	C3.16	$60,831.94
Corrections	Corr Ofcr.0433.001105.	Corrections Ofcr	C1.5	$37,259.04

Corrections	Control Oper SO.0370.001100.	Control Oper	B.17	$29,418.73
Corrections	Paramedic Jail.0601.001105.	Paramedic Corrections	C4.5	$42,817.58
Corrections	Corr Ofcr.0460.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0487.001105.	Corrections Ofcr	C1.18	$49,756.98
Corrections	Adm Tech Jail.0324.001100	Admin Tech	B.15	$26,658.09
Corrections	Corr Ofcr.0525.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0435.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Captain Jail Operations.0352.001105.	Capt Jail Ops	C7.16	$94,210.74
Corrections	Corr Ofcr.0418.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Corr Ofcr.0419.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Bailiff Com jail.0342.001105.	Bailiff, Commissioned	C2.7	$44,452.72
Corrections	Corr Ofcr.0478.001105.	Corrections Ofcr	C1.9	$40,727.18
Corrections	Bailiff Com jail.0346.001105.	Bailiff, Commissioned	C2.16	$54,308.80
Corrections	Corr Ofcr.0515.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Office Spec Sr Jail.0588.001100.	Office Spec Sr	B.18	$40,224.96
Corrections	Corr Ofcr Com.0556.001105.	Commissioned Cor Ofcr	C2.15	$53,113.58
Corrections	Sergeant Jail.0619.001105.	Sergeant Corrections	C3.5	$47,627.06
Corrections	Corr Ofcr.0423.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Corr Ofcr.0504.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Corr Ofcr.0452.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0494.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Corr Ofcr.0479.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Corr Ofcr.0466.001105.	Corrections Ofcr	C1.9	$40,727.18
Corrections	Corr Ofcr Com.0545.001105.	Commissioned Cor Ofcr	C2.10	$47,521.50
Corrections	Med Super Cor.0579.001105.	Medical Superv Corrections	C6.11	$73,702.98
Corrections	Lieutenant Jail.0577.001105.	Lieutenant Corrections	C5.15	$75,870.08
Corrections	Control Oper SO.0368.001100.	Control Oper	B.17	$29,418.73
Corrections	Corr Ofcr.0459.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Adm Tech Jail.0323.001100.	Admin Tech	B.15	$35,211.78
Corrections	Control Oper SO.1738.001100.	Control Oper	B.17	$32,770.84
Corrections	Corr Ofcr.0401.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Control Oper SO.0365.001100.	Control Oper	B.17	$35,418.04
Corrections	Control Oper SO.0361.001100.	Control Oper	B.17	$30,889.67
Corrections	Control Oper SO.0374.001100.	Control Oper	B.17	$35,418.04

Corrections	Corr Ofcr Com.0550.001105.	Commissioned Cor Ofcr	C2.18	$56,780.10
Corrections	Corr Ofcr.0438.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0534.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr Com.0547.001105.	Commissioned Cor Ofcr	C2.14	$51,944.88
Corrections	Corr Ofcr.0475.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Corr Ofcr Com.0557.001105.	Commissioned Cor Ofcr	C2.11	$48,590.62
Corrections	Corr Ofcr Com.0555.001105.	Commissioned Cor Ofcr	C2.18	$56,780.10
Corrections	Lieutenant Jail.0571.001105.	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Corr Ofcr.0477.001105.	Corrections Ofcr	C1.18	$49,756.98
Corrections	Corr Ofcr.0449.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Lieutenant Jail.0573.001105	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Captain Jail Support.0353.001105.	Capt Jail Support	C7.16	$94,210.74
Corrections	Corr Ofcr.0470.001105.	Corrections Ofcr	C1.12	$43,538.56
Corrections	Corr Ofcr.0456.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Bailiff Com jail.0349.001105.	Bailiff, Commissioned	C2.18	$56,780.10
Corrections	Corr Ofcr.0448.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Sergeant Jail.0607.001105.	Sergeant Corrections	C3.13	$56,488.38
Corrections	Corr Ofcr.0526.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0486.001105.	Corrections Ofcr	C1.14	$45,519.76
Corrections	Corr Ofcr.0500.001105.	Corrections Ofcr	C1.9	$40,727.18
Corrections	Control Oper SO.0364.001100.	Control Oper	B.17	$31,816.35
Corrections	Corr Ofcr.0416.001105.	Corrections Ofcr	C1.18	$49,756.98
Corrections	Adm Tech Jail.0332.001100.	Admin Tech	B.15	$34,352.77
Corrections	Corr Ofcr.0476.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0388.001105.	Corrections Ofcr	C1.14	$45,519.76
Corrections	Corr Ofcr.0411.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Sergeant Jail.0610.001105.	Sergeant Corrections	C3.14	$57,900.70
Corrections	Paramedic Jail.0600.001105.	Paramedic Corrections	C4.7	$44,766.02
Corrections	Paramedic Jail.0596.001105.	Paramedic Corrections	C4.5	$42,817.58
Corrections	Control Oper SO.0381.001100.	Control Oper	B.17	$35,077.49
Corrections	Bailiff Com jail.0340.001105.	Bailiff, Commissioned	C2.10	$47,521.50
Corrections	Lieutenant Jail.0578.001105.	Lieutenant Corrections	C5.14	$74,382.36
Corrections	Adm Tech Jail.0319.001100.	Admin Tech	B.15	$26,658.09
Corrections	Corr Ofcr.0396.001105.	Corrections Ofcr	C1.5	$37,259.04

Corrections	Corr Ofcr.0406.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Corr Ofcr.0533.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0520.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Paramedic Jail.0597.001105.	Paramedic Corrections	C4.8	$45,773.26
Corrections	Corr Ofcr.0510.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Control Oper SO.0359.001100.	Control Oper	B.17	$37,937.66
Corrections	Sergeant Jail.0612.001105.	Sergeant Corrections	C3.7	$49,551.06
Corrections	Corr Ofcr.0451.001105.	Corrections Ofcr	C1.12	$43,538.56
Corrections	Corr Ofcr.0407.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Corr Ofcr.0426.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Adm Tech Jail.0328.001100.	Admin Tech	B.15	$32,094.36
Corrections	Corr Ofcr.0455.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr Com.0542.001105.	Commissioned Cor Ofcr	C2.4	$41,582.32
Corrections	Corr Ofcr Com.0564.001105.	Commissioned Cor Ofcr	C2.14	$51,944.88
Corrections	Corr Ofcr.0485.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0493.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0528.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0502.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0393.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Bailiff Com jail.0341.001105.	Bailiff, Commissioned	C2.14	$51,944.88
Corrections	Paramedic Jail.0604.001105.	Paramedic Corrections	C4.1	$39,171.34
Corrections	Paramedic Jail.0593.001105.	Paramedic Corrections	C4.2	$40,052.74
Corrections	Corr Ofcr.0467.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0469.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0412.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0464.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Control Oper SO.0377.001100.	Control Oper	B.17	$31,816.35
Corrections	Corr Ofcr.0408.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0402.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Control Oper SO.1735.001100.	Control Oper	B.17	$31,816.35
Corrections	Adm Tech Jail.0320.001100.	Admin Tech	B.15	$38,600.27
Corrections	Control Oper SO.0372.001100.	Control Oper	B.17	$39,244.86
Corrections	Captain Jail Support.0354.001105.	Capt Jail Support	C7.16	$94,210.74
Corrections	Corr Ofcr.0473.001105.	Corrections Ofcr	C1.14	$45,519.76

Corrections	Control Oper SO.0375.001100.	Control Oper	B.17	$30,301.29
Corrections	Corr Ofcr Com.0552.001105.	Commissioned Cor Ofcr	C2.11	$48,590.62
Corrections	Control Oper SO.0357.001100.	Control Oper	B.17	$31,816.35
Corrections	Corr Ofcr.0413.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0503.001105.	Corrections Ofcr	C1.12	$43,538.56
Corrections	Corr Ofcr.0400.001105.	Corrections Ofcr	C1.15	$46,543.90
Corrections	Corr Ofcr Com.0537.001105.	Commissioned Cor Ofcr	C2.15	$53,113.58
Corrections	Corr Ofcr.0431.001105.	Corrections Ofcr	C1.18	$49,756.98
Corrections	Corr Ofcr.0468.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Control Oper SO.0380.001100.	Control Oper	B.17	$29,418.73
Corrections	Control Oper SO.0363.001100.	Control Oper	B.17	$38,871.08
Corrections	Corr Ofcr Com.0546.001105.	Commissioned Cor Ofcr	C2.8	$45,452.94
Corrections	Corr Ofcr Com.0541.001105.	Commissioned Cor Ofcr	C2.3	$40,667.38
Corrections	Corr Ofcr.0499.001105.	Corrections Ofcr	C1.18	$49,756.98
Corrections	Corr Ofcr.0383.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr Com.0558.001105.	Commissioned Cor Ofcr	C2.18	$56,780.10
Corrections	Corr Ofcr.0489.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Corr Ofcr.0457.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Control Oper SO.1737.001100.	Control Oper	B.17	$33,407.17
Corrections	Corr Ofcr.0391.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Control Oper SO.0360.001100.	Control Oper	B.17	$38,871.08
Corrections	Corr Ofcr.0390.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Lieutenant Jail.0576.001105	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Control Oper SO.0356.001100.	Control Oper	B.17	$39,244.86
Corrections	Paramedic Jail.0602.001105.	Paramedic Corrections	C4.3	$40,953.90
Corrections	Corr Ofcr.0424.001105.	Corrections Ofcr	C1.6	$38,097.28
Corrections	Control Oper SO.0378.001100.	Control Oper	B.17	$35,077.49
Corrections	Adm Tech Jail.0335.001100.	Admin Tech	B.15	$34,352.77
Corrections	Corr Ofcr.0505.001105.	Corrections Ofcr	C1.14	$45,519.76
Corrections	Control Oper SO.0367.001100.	Control Oper	B.17	$32,770.84
Corrections	Sergeant Jail.0614.001105.	Sergeant Corrections	C3.15	$59,348.12
Corrections	Adm Tech Jail.0331.001100.	Admin Tech	B.15	$32,094.36
Corrections	Corr Ofcr.0527.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Control Oper SO.0379.001100.	Control Oper	B.17	$32,770.84

Corrections	Sergeant Jail.0605.001105.	Sergeant Corrections	C3.8	$50,542.18
Corrections	Asst Ch Dep 570.0338.001100.	Asst Chief Dep Corrections	B.39	$122,522.66
Corrections	Bailiff.0220.001105.	Bailiff Lieutenant	C5.16	$77,387.44
Corrections	Corr Ofcr.0405.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Corr Ofcr.0509.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Corr Ofcr.0434.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0521.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Corr Ofcr.0439.001105.	Corrections Ofcr	C1.7	$38,954.50
Corrections	Corr Ofcr.0508.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Corr Ofcr.1695.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Office Coord I Jail.0585.001100.	Office Coordinator	B.19	$39,834.57
Corrections	Corr Ofcr.0429.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Bailiff Com Jail.1670.001105.	Bailiff, Commissioned	C2.3	$40,667.38
Corrections	Corr Ofcr.0454.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Lieutenant Jail.0572.001105	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Corr Ofcr.0386.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Corr Ofcr.0516.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Sergeant Jail.0609.001105.	Sergeant Corrections	C3.7	$49,551.06
Corrections	Paramedic Jail.0603.001105.	Paramedic Corrections	C4.12	$50,034.14
Corrections	Corr Ofcr.0518.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Sergeant Jail.0616.001105.	Sergeant Corrections	C3.16	$60,831.94
Corrections	Corr Ofcr.0417.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Control Oper SO.1736.001100.	Control Oper	B.17	$30,889.67
Corrections	Sergeant Jail.0613.001105.	Sergeant Corrections	C3.15	$59,348.12
Corrections	Control Oper SO.0366.001100.	Control Oper	B.17	$33,407.17
Corrections	Sergeant Jail.0618.001105	Sergeant Corrections	C3.16	$60,831.94
Corrections	Corr Ofcr.0498.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Corr Ofcr Com.0539.001105.	Commissioned Cor Ofcr	C2.10	$47,521.50
Corrections	Corr Ofcr.0430.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Lieutenant Jail.0574.001105	Lieutenant Corrections	C5.16	$77,387.44
Corrections	Corr Ofcr.0432.001105.	Corrections Ofcr	C1.8	$39,830.96
Corrections	Corr Ofcr.0480.001105.	Corrections Ofcr	C1.15	$46,543.90
Corrections	Bailiff Com jail.0347.001105.	Bailiff, Commissioned	C2.18	$56,780.10
Corrections	Control Oper SO.0362.001100.	Control Oper	B.17	$31,816.35

Corrections	Control Oper SO.0373.001100.	Control Oper	B.17	$39,244.86
Corrections	Corr Ofcr.0395.001105.	Corrections Ofcr	C1.15	$46,543.90
Corrections	Corr Ofcr Com.0565.001105.	Commissioned Cor Ofcr	C2.5	$42,518.06
Corrections	Corr Ofcr.0491.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Corr Ofcr.0530.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Control Oper SO.0355.001100.	Control Oper	B.17	$38,871.08
Corrections	Medical Sergeant.0581.001105.	Medical Sergeant	CB.5	$54,121.60
Corrections	Adm Tech Jail.0337.001100.	Admin Tech	B.15	$26,658.09
Corrections	Corr Ofcr.0389.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Sergeant Jail.0617.001105.	Sergeant Corrections	C3.14	$57,900.70
Corrections	Corr Ofcr.0394.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Office Spec Sr Jail.0590.001100.	Office Spec Sr	B.18	$37,201.45
Corrections	Corr Ofcr.0404.001105.	Corrections Ofcr	C1.9	$40,727.18
Corrections	Sergeant Jail.0620.001105.	Sergeant Corrections	C3.9	$51,553.06
Corrections	Office Coord I Jail.0586.001100.	Office Coordinator	B.19	$47,021.71
Corrections	Corr Ofcr.0392.001105.	Corrections Ofcr	C1.15	$46,543.90
Corrections	Corr Ofcr.0501.001105.	Corrections Ofcr	C1.9	$40,727.18
Corrections	Corr Ofcr.0446.001105.	Corrections Ofcr	C1.11	$42,580.46
Corrections	Corr Ofcr.0421.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr Com.0538.001105.	Commissioned Cor Ofcr	C2.7	$44,452.72
Corrections	Adm Tech Jail.0315.001100.	Admin Tech	B.15	$34,352.77
Corrections	Corr Ofcr.0465.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0450.001105.	Corrections Ofcr	C1.4	$36,439.00
Corrections	Medical Sergeant.0580.001105.	Medical Sergeant	CB.7	$56,308.20
Corrections	Control Oper SO.0369.001100.	Control Oper	B.17	$37,003.91
Corrections	Paramedic Jail.0592.001105.	Paramedic Corrections	C4.10	$47,856.38
Corrections	Corr Ofcr.0427.001105.	Corrections Ofcr	C1.12	$43,538.56
Corrections	Corr Ofcr.0443.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Adm Tech Jail.0322.001100.	Admin Tech	B.15	$32,716.92
Corrections	Corr Ofcr.0414.001105.	Corrections Ofcr	C1.14	$45,519.76
Corrections	Bailiff Com jail.0348.001105.	Bailiff, Commissioned	C2.16	$54,308.80
Corrections	Corr Ofcr.0425.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Corr Ofcr.0497.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Corr Ofcr.0436.001105.	Corrections Ofcr	C1.7	$38,954.50

Corrections	Corr Ofcr.0507.001105.	Corrections Ofcr	C1.3	$35,637.16
Corrections	Adm Tech Jail.0325.001100.	Admin Tech	B.15	$28,830.72
Corrections	Corr Ofcr.0484.001105.	Corrections Ofcr	C1.1	$34,086.00
Corrections	Corr Ofcr.0532.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Corr Ofcr.0482.001105.	Corrections Ofcr	C1.10	$41,643.42
Corrections	Corr Ofcr.0474.001105.	Corrections Ofcr	C1.15	$46,543.90
Corrections	Office Coord I Jail.0587.001100.	Office Coordinator	B.19	$40,217.57
Corrections	Corr Ofcr Com.0567.001105.	Commissioned Cor Ofcr	C2.11	$48,590.62
Corrections	Corr Ofcr.0522.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Adm Tech Jail.0336.001100.	Admin Tech	B.15	$33,322.58
Corrections	Corr Ofcr.0387.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0398.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0399.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0415.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0420.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0441.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0483.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0495.001105	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0506.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0512.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Corr Ofcr.0513.001105.	Corrections Ofcr	C1.1	$42,607.60
Corrections	Bailiff Com jail.0345.001105	Bailiff, Commissioned	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0540.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0548.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0554.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0559.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0560.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0562.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0566.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Corr Ofcr Com.0568.001105.	Commissioned Cor Ofcr	C2.1	$48,621.64
Corrections	Paramedic Jail.0569.001105.	Paramedic Corrections	C4.1	$48,964.18
Corrections	Paramedic Jail.0594.001105.	Paramedic Corrections	C4.1	$48,964.18
Corrections	Paramedic Jail.0599.001105.	Paramedic Corrections	C4.1	$48,964.18
Corrections	Paramedic Jail.1764.001105.	Paramedic Corrections	C4.1	$48,964.18

Corrections	Bailiff Com jail.0351.001105.	Bailiff, Commissioned	C2.3	$40,667.38
Corrections	Corr Ofcr Com.0544.001105.	Commissioned Cor Ofcr	C2.18	$56,780.10
Corrections	Corr Ofcr.0471.001105.	Corrections Ofcr	C1.16	$47,591.18
Corrections	Bailiff Com jail.0350.001105.	Bailiff, Commissioned	C2.18	$56,780.10
Corrections	Corr Ofcr.0445.001105.	Corrections Ofcr	C1.5	$37,259.04
Corrections	Bailiff Com jail.0344.001105.	Bailiff, Commissioned	C2.4	$41,582.32
Corrections	Bailiff Com jail.0339.001105.	Bailiff, Commissioned	C2.4	$41,582.32
Corrections	Sergeant Jail.0615.001105.	Sergeant Corrections	C3.6	$48,579.44
Corrections	Control Oper SO.0358.001100.	Control Oper	B.17	$31,816.35
Corrections	Corr Ofcr.0529.001105.	Corrections Ofcr	C1.1	$34,086.00
Sheriff's Office	Deputy Sheriff.1334.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Deputy Sheriff.1312.001105.	Deputy Sheriff	L1.10	$62,473.46
Sheriff's Office	Deputy Sheriff.1331.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Adm Tech S O.1229.001100.	Admin Tech	B.15	$37,937.66
Sheriff's Office	Terminal Agency Coordinator.1637.001100.	Terminal Agency Coordinator	B.23	$57,376.24
Sheriff's Office	Deputy Sheriff SRO.1351.001105.	Deputy Sheriff	L1.16	$70,355.27
Sheriff's Office	Adm Tech S O.1231.001100.	Admin Tech	B.15	$38,600.27
Sheriff's Office	Lieutenant Support.1385.001105.	Lieutenant Support	L4.18	$91,868.40
Sheriff's Office	Deputy Sheriff.1302.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Deputy Sheriff.1336.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Lieutenant of Comm & EM.1635.001105.	Lieutenant of Comm & Emg Mgmt	L4.18	$91,868.40
Sheriff's Office	Deputy Sheriff.1282.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff SRO.1348.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Detective SO.1364.001105.	Detective, Sheriff	L2.17	$76,068.80
Sheriff's Office	Deputy Sheriff.1332.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1291.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1272.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Deputy Sheriff.1323.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Deputy Sheriff.1281.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Detective SO.1366.001105.	Detective, Sheriff	L2.12	$68,897.86
Sheriff's Office	Detective SO.1371.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff.1262.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	DARE Officer.1260.001105.	Deputy DARE	L1.16	$70,355.27
Sheriff's Office	Cr Scene Spec.1247.001100.	CR Scene Spec	B.25	$60,763.42

Sheriff's Office	Adm Tech S O.1232.001100.	Admin Tech	B.15	$33,306.00
Sheriff's Office	Deputy Sheriff SRO.1349.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Deputy Sheriff.1299.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Deputy Sheriff.1324.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Deputy Sheriff.1316.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Victim Assistance Dir SO.1425.001100.	Victim Assistance Director SO	B.26	$47,731.06
Sheriff's Office	Sergeant Patrol.1408.001105	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Crisis Intervention Deputy.1257.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Office Adm SO.1387.001100.	Office Admin	B.23	$45,372.41
Sheriff's Office	Deputy Sheriff.1290.001105.	Deputy Sheriff	L1.16	$70,355.27
Sheriff's Office	Deputy Sheriff.1286.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Deputy Sheriff.1293.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Lieutenant Ptrl.1382.001105	Lieutenant Patrol	L4.18	$91,868.40
Sheriff's Office	Deputy Sheriff.1309.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Office Spec Sr SO.1394.001100.	Office Spec Sr	B.18	$39,259.85
Sheriff's Office	Evidence Tech SO.1376.001100.	Evidence Tech	B.22	$41,000.00
Sheriff's Office	Deputy Sheriff.1344.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Deputy Sheriff.1321.001105.	Deputy Sheriff	L1.11	$63,722.93
Sheriff's Office	Adm Spec S O.1223.001100.	Admin Specialist	B.16	$40,533.63
Sheriff's Office	Deputy Sheriff.1298.001105	Deputy Sheriff	L1.18	$73,197.62
Sheriff's Office	Deputy Sheriff.1280.001105.	Deputy Sheriff	L1.18	$73,197.62
Sheriff's Office	Detective SO.1361.001105.	Detective, Sheriff	L2.14	$71,681.33
Sheriff's Office	Crisis Intervention Deputy.1253.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Deputy Sheriff.1329.001105.	Deputy Sheriff	L1.3	$54,386.91
Sheriff's Office	Detective SO.1307.001105.	Detective, Sheriff	L2.16	$74,577.26
Sheriff's Office	Sr Office Adm SO.1389.001100.	Office Admin	B.25	$55,794.18
Sheriff's Office	Quartermaster.1235.001100.	Intake Specialist	B.20	$37,995.64
Sheriff's Office	Sergeant CID.1401.001105.	Sergeant	L3.17	$82,152.99
Sheriff's Office	Deputy Sheriff.1288.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Sergeant Patrol.1403.001105.	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Deputy Sheriff.1274.001105.	Deputy Sheriff	L1.3	$54,386.91
Sheriff's Office	Deputy Sheriff.1289.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Sex Offender Registrar.1417.001100.	Sex Offender Registrar	B.19	$44,133.74
Sheriff's Office	Deputy Sheriff.1328.001105.	Deputy Sheriff	L1.12	$64,997.39

Sheriff's Office	Detective SO.1358.001105.	Detective, Sheriff	L2.16	$74,577.26
Sheriff's Office	Deputy Sheriff.1266.001105.	Deputy Sheriff	L1.10	$62,473.46
Sheriff's Office	Deputy / Crisis Intervention TEAM (CIT).1734.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1287.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Sergeant SRO.1412.001105	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Adm Spec S O.1224.001100.	Admin Specialist	B.16	$39,841.88
Sheriff's Office	Crisis Intervention Sergeant.1259.001105.	Crisis Intervention Sergeant	L3.9	$70,116.78
Sheriff's Office	Deputy Sheriff.1326.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Captain Support.1245.001105.	Captain, Law Enforcement	L5.18	$102,076.26
Sheriff's Office	Deputy Sheriff.1338.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Sergeant Supt.1414.001105.	Sergeant Support	L3.18	$83,796.05
Sheriff's Office	Deputy Sheriff.1308.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Sergeant Patrol.1410.001105.	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Sergeant Patrol.1409.001105.	Sergeant Patrol	L3.10	$71,519.12
Sheriff's Office	Deputy Sheriff.1343.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Fleet Mgr SO.1378.001100.	Fleet Coordinator SO	B.23	$51,105.60
Sheriff's Office	Detective SO.1733.001105.	Detective, Sheriff	L2.5	$59,979.73
Sheriff's Office	Deputy Sheriff.1278.001105.	Deputy Sheriff	L1.11	$63,722.93
Sheriff's Office	Detective SO.1354.001105.	Detective, Sheriff	L2.11	$67,546.92
Sheriff's Office	Lieutenant Trn.1386.001105	Lieutenant Training	L4.18	$91,868.40
Sheriff's Office	Captain Patrol.1244.001105	Captain, Law Enforcement	L5.18	$102,076.26
Sheriff's Office	Deputy Sheriff.1292.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Sergeant CID.1399.001105.	Sergeant	L3.13	$75,896.66
Sheriff's Office	Detective SO.1369.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff SRO.1347.001105.	Deputy Sheriff	L1.8	$60,047.54
Sheriff's Office	Sheriff.1418.001100.	Sheriff	EX.1	$119,002.78
Sheriff's Office	Cr Scene Spec.1377.001100.	CR Scene Spec	B.25	$59,055.36
Sheriff's Office	Deputy Sheriff.1303.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1264.001105.	Deputy Sheriff	L1.15	$68,975.75
Sheriff's Office	Sergeant Patrol.1404.001105.	Sergeant Patrol	L3.13	$75,896.66
Sheriff's Office	Deputy Sheriff.1270.001105.	Deputy Sheriff	L1.17	$71,762.37
Sheriff's Office	Detective SO.1367.001105.	Detective, Sheriff	L2.16	$74,577.26
Sheriff's Office	Detective SO.1375.001105.	Detective, Sheriff	L2.13	$70,275.81
Sheriff's Office	Deputy Sheriff.1342.001105.	Deputy Sheriff	L1.4	$55,474.65

Sheriff's Office	Deputy Sheriff.0097.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Animal Control Spec.1241.001100.	Animal Control Spec	B.17	$41,397.72
Sheriff's Office	Adm Tech S O.1234.001100.	Admin Tech	B.15	$26,658.09
Sheriff's Office	Cr Scene Spec Sr.1248.001100.	Cr Scene Spec Sr	B.27	$69,926.48
Sheriff's Office	Detective SO.1362.001105.	Detective, Sheriff	L2.6	$61,179.33
Sheriff's Office	Detective SO.0085.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Sergeant.1352.001105.	Sergeant	L3.18	$83,796.05
Sheriff's Office	Adm Tech S O.1228.001100.	Admin Tech	B.15	$30,272.24
Sheriff's Office	Victim Assist Vol Coord.1423.001100.	Victim Assist Vol Coord	B.23	$48,830.64
Sheriff's Office	Crisis Intervention Deputy.1256.001105.	Deputy Sheriff	L1.15	$68,975.75
Sheriff's Office	Deputy Sheriff.1310.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Deputy Sheriff.1335.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Deputy Sheriff.1322.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Detective SO.1372.001105.	Detective, Sheriff	L2.6	$61,179.33
Sheriff's Office	Deputy Sheriff.1318.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Deputy Sheriff.1269.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Lieutenant CID.1379.001105.	Lieutenant CID	L4.18	$91,868.40
Sheriff's Office	Deputy Sheriff.1296.001105.	Deputy Sheriff	L1.18	$73,197.62
Sheriff's Office	Deputy Sheriff.1317.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Detective SO.1368.001105.	Detective, Sheriff	L2.6	$61,179.33
Sheriff's Office	Detective SO.1732.001105.	Detective, Sheriff	L2.8	$63,650.97
Sheriff's Office	Detective SO.1330.001105.	Detective, Sheriff	L2.10	$66,222.47
Sheriff's Office	Crisis Intervention Deputy.1254.001105.	Deputy Sheriff	L1.9	$61,248.49
Sheriff's Office	Deputy Sheriff.1314.001105.	Deputy Sheriff	L1.10	$62,473.46
Sheriff's Office	Deputy Sheriff.1268.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Paralegal SO.1398.001100.	Paralegal SO	B.26	$60,700.85
Sheriff's Office	Sergeant Supt.1413.001105.	Sergeant Support	L3.15	$78,962.89
Sheriff's Office	Deputy Sheriff.1327.001105.	Deputy Sheriff	L1.18	$73,197.62
Sheriff's Office	Deputy Sheriff.1304.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	Detective SO.1360.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff.1273.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	SO Financial Manager.1421.001100.	Financial Manager	B.33	$92,334.06
Sheriff's Office	Asst Ch Dep 560.1242.001100.	Asst Chief Dep Law Enforce	B.39	$109,200.00
Sheriff's Office	Deputy Sheriff SRO.1346.001105.	Deputy Sheriff	L1.15	$68,975.75

Sheriff's Office	Ch Dep SO.1246.001100.	Chief Dep Sheriff	B.40	$128,759.28
Sheriff's Office	Sergeant CID.1400.001105.	Sergeant	L3.10	$71,519.12
Sheriff's Office	Detective SO.1325.001105.	Detective, Sheriff	L2.10	$66,222.47
Sheriff's Office	Office Adm SO.1388.001100.	Office Admin	B.22	$49,895.40
Sheriff's Office	Deputy Sheriff.1311.001105.	Deputy Sheriff	L1.15	$68,975.75
Sheriff's Office	Detective SO.1285.001105.	Detective, Sheriff	L2.17	$76,068.80
Sheriff's Office	Deputy Sheriff.1301.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Deputy Sheriff.1279.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	Detective SO.1365.001105.	Detective, Sheriff	L2.14	$71,681.33
Sheriff's Office	Training Coord SO.1422.001100.	Training Coord SO	B.23	$42,796.31
Sheriff's Office	Office Spec Sr SO.1393.001100.	Office Spec Sr	B.18	$37,215.99
Sheriff's Office	Deputy Sheriff.1315.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	DARE Officer.1261.001105.	Deputy DARE	L1.18	$73,197.62
Sheriff's Office	Deputy Sheriff.1313.001105.	Deputy Sheriff	L1.11	$63,722.93
Sheriff's Office	Animal Control Spec.1240.001100.	Animal Control Spec	B.17	$34,900.95
Sheriff's Office	Sergeant.1684.001105.	Sergeant	L3.18	$83,796.05
Sheriff's Office	Deputy Sheriff.1277.001105.	Deputy Sheriff	L1.11	$63,722.93
Sheriff's Office	Detective SO.1353.001105.	Detective, Sheriff	L2.9	$64,923.99
Sheriff's Office	Detective SO.1357.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff.1284.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1340.001105.	Deputy Sheriff	L1.14	$67,623.29
Sheriff's Office	Deputy Sheriff.1275.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Assistant Paralegal.0068.001100.	Paralegal SO	B.19	$32,476.45
Sheriff's Office	Lieutenant Ptrl.1384.001105.	Lieutenant Patrol	L4.14	$84,872.32
Sheriff's Office	Impound Officer.1697.001100.	Impound Officer SO	B.22	$39,523.94
Sheriff's Office	Adm Tech S O.1226.001100.	Admin Tech	B.15	$33,531.45
Sheriff's Office	SO AP Clerk.1420.001100.	AP Clerk	B.20	$44,409.50
Sheriff's Office	Sheriff Office HR Operations Supervisor.1419.	Administration	B.29	$75,629.32
Sheriff's Office	Lieutenant Ptrl.1383.001105.	Lieutenant Patrol	L4.17	$90,067.12
Sheriff's Office	Crisis Intervention Deputy.1251.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	Crime Analyst.1249.001100.	Crime Analyst	B.25	$58,602.05
Sheriff's Office	Office Spec Sr SO.1397.001100.	Office Spec Sr	B.18	$43,316.19
Sheriff's Office	Deputy Sheriff.1297.001105.	Deputy Sheriff	L1.14	$67,623.29
Sheriff's Office	Deputy Sheriff.1271.001105.	Deputy Sheriff	L1.11	$63,722.93

Sheriff's Office	Victim Assistance Caseworker.1424.001100.	Victim Assist Case Worker	B.21	$39,661.16
Sheriff's Office	Detective SO.1678.001105.	Detective, Sheriff	L2.7	$62,402.91
Sheriff's Office	Sergeant Patrol.1402.001105	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Deputy Sheriff SRO.1350.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Deputy Sheriff.1319.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	Detective SO.1355.001105.	Detective, Sheriff	L2.16	$74,577.26
Sheriff's Office	Sergeant Patrol.1407.001105.	Sergeant Patrol	L3.10	$71,519.12
Sheriff's Office	Deputy Sheriff.1283.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Crisis Intervention Lieut.1258.001105.	Crisis Intervention Lieut	L4.18	$91,868.40
Sheriff's Office	Deputy Sheriff.1300.001105.	Deputy Sheriff	L1.11	$63,722.93
Sheriff's Office	Detective SO.1370.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff.1337.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Deputy Sheriff SRO.1345.001105.	Deputy Sheriff	L1.10	$62,473.46
Sheriff's Office	Crisis Intervention Deputy.1252.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Adm Tech S O.1227.001100.	Admin Tech	B.15	$26,658.09
Sheriff's Office	Lieutenant Ptrl.1380.001105	Lieutenant Patrol	L4.18	$91,868.40
Sheriff's Office	Media / Evidence Tech - CID.1731.001100.	Evidence Tech	B.22	$37,641.84
Sheriff's Office	Deputy Sheriff.1306.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Detective SO.1356.001105.	Detective, Sheriff	L2.11	$67,546.92
Sheriff's Office	Sergeant CAD.1636.001105.	Sergeant CAD	L3.8	$68,741.95
Sheriff's Office	Sergeant Patrol.1411.001105.	Sergeant Patrol	L3.18	$83,796.05
Sheriff's Office	Crisis Intervention Deputy.1250.001105.	Deputy Sheriff	L1.13	$66,297.34
Sheriff's Office	Office Spec Sr SO.1395.001100.	Office Spec Sr	B.18	$44,760.93
Sheriff's Office	Adm Tech S O.1225.001100.	Admin Tech	B.15	$28,830.72
Sheriff's Office	Sergeant Supt.1416.001105.	Sergeant Support	L3.18	$83,796.05
Sheriff's Office	Office Spec Sr SO.1392.001100.	Office Spec Sr	B.18	$38,711.60
Sheriff's Office	Deputy Sheriff.1680.001105.	Deputy Sheriff	L1.3	$54,386.91
Sheriff's Office	Detective SO.1359.001105.	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Deputy Sheriff.1294.001105.	Deputy Sheriff	L1.15	$68,975.75
Sheriff's Office	Deputy Sheriff.1341.001105.	Deputy Sheriff	L1.5	$56,584.14
Sheriff's Office	Detective SO.1373.001105	Detective, Sheriff	L2.18	$77,590.18
Sheriff's Office	Sergeant Supt.1415.001105.	Sergeant Support	L3.17	$82,152.99
Sheriff's Office	Animal Control Spec.1238.001100.	Animal Control Spec	B.17	$39,409.18
Sheriff's Office	Adm Tech S O.1230.001100.	Admin Tech	B.15	$29,695.64

Sheriff's Office	Sheriff Office HR Specialist I.1390.001100.	Departmental HR	B.21	$47,336.61
Sheriff's Office	Detective SO.1265.001105.	Detective, Sheriff	L2.11	$67,546.92
Sheriff's Office	Adm Tech S O.1236.001100.	Admin Tech	B.15	$31,785.75
Sheriff's Office	Deputy Sheriff.1276.001105.	Deputy Sheriff	L1.16	$70,355.27
Sheriff's Office	Deputy Sheriff.1263.001105.	Deputy Sheriff	L1.7	$58,870.14
Sheriff's Office	Deputy Sheriff.1333.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Deputy Sheriff.1339.001105.	Deputy Sheriff	L1.1	$52,275.00
Sheriff's Office	Sergeant Patrol.1406.001105.	Sergeant Patrol	L3.13	$75,896.66
Sheriff's Office	Deputy Sheriff.1320.001105.	Deputy Sheriff	L1.6	$57,715.82
Sheriff's Office	Deputy Sheriff.1267.001105.	Deputy Sheriff	L1.3	$54,386.91
Sheriff's Office	Sergeant Patrol.1405.001105.	Sergeant Patrol	L3.17	$82,152.99
Sheriff's Office	Adm Tech S O.1233.001100.	Admin Tech	B.15	$33,322.58
Sheriff's Office	Animal Control Spec.1237.001100.	Animal Control Spec	B.17	$36,773.43
Sheriff's Office	Animal Control Spec.1239.001100.	Animal Control Spec	B.17	$36,773.43
Sheriff's Office	Office Spec Sr SO.1396.001100.	Office Spec Sr	B.18	$38,628.85
Sheriff's Office	Deputy Sheriff.1763.001105.	Deputy Sheriff	L1.1	$65,343.85
Sheriff's Office	Office Spec Sr OPC.1391.001100.	Office Spec Sr	B.18	$44,760.93
Sheriff's Office	Deputy Sheriff.1295.001105.	Deputy Sheriff	L1.4	$55,474.65
Sheriff's Office	Detective SO.1374.001105.	Detective, Sheriff	L2.15	$73,114.96
Sheriff's Office	Lieutenant Ptrl.1381.001105.	Lieutenant Patrol	L4.18	$91,868.40
Sheriff's Office	Captain CID.1243.001105	Captain, Law Enforcement	L5.18	$102,076.26
Sheriff's Office	Detective SO.1363.001105.	Detective, Sheriff	L2.9	$64,923.99
Sheriff's Office	Crisis Intervention Deputy.1255.001105	Deputy Sheriff	L1.18	$73,197.62
Sheriff's Office	Deputy Sheriff.1305.001105.	Deputy Sheriff	L1.6	$57,715.82

Employee	EE #	Status
	13653	FLE
	10230	FULLTIME
	5744	FLE
	12827	FLE
	12550	FLE
	11202	FLE
	12833	FLE
	13993	FLE
	12457	FLE
	12395	FULLTIME
	12681	FULLTIME
	13775	FLE
	12511	FLE
	12602	FULLTIME
	4464	FULLTIME
	10799	FLE
	13009	FLE
	12188	FLE
	13952	FLE
	2988	FLE
	12239	FLE
	13479	FLE
	13853	FULLTIME
	11026	FULLTIME
	10936	FULLTIME
	13342	FLE
	10070	FULLTIME
	12209	FULLTIME
	10379	FLE
	12156	FLE
	12470	FLE
	12365	FLE
	13897	FLE

	12411	FLE
	5775	FLE
	13766	FLE
	13875	FLE
	13844	FLE
	5689	FLE
	11817	FLE
	11395	FLE
	3842	FULLTIME
	5414	FLE
	10889	FLE
	13855	FLE
	13395	FLE
	13612	FLE
	11947	FULLTIME
	13623	FLE
	13611	FULLTIME
	13808	FLE
	13923	FLE
	13845	FLE
	12416	FLE
	13235	FLE
	13540	FLE
	2801	FLE
	11514	FULLTIME
	11314	FLE
	12628	FLE
	11949	FLE
	10979	FLE
	11772	FULLTIME
	5729	FULLTIME
	13215	FLE
	3401	FLE
	13007	FLE

	13924	FULLTIME
	12946	FLE
	13193	FLE
	4437	FLE
	13806	FULLTIME
	13124	FLE
	13798	FLE
	4241	FLE
	12302	FLE
	12027	FLE
	1157	FLE
	11643	FLE
	5358	FLE
	12799	FLE
	10878	FULLTIME
	5723	FLE
	12634	FLE
	10189	FLE
	5715	FLE
	13341	FLE
	11143	FLE
	12165	FLE
	11725	FLE
	10872	FLE
	10602	FLE
	5700	FLE
	13910	FULLTIME
	13916	FLE
	5734	FULLTIME
	13350	FULLTIME
	12561	FLE
	12322	FULLTIME
	13682	FULLTIME
	12713	FULLTIME

	3106	FLE
	13310	FLE
	12853	FLE
	10037	FLE
	11359	FLE
	10381	FLE
	2049	FLE
	5658	FLE
	4162	FLE
	13457	FLE
	3604	FLE
	1509	FLE
	10519	FLE
	11455	FLE
	2427	FLE
	13140	FLE
	5269	FLE
	13196	FLE
	10636	FLE
	11644	FLE
	13485	FULLTIME
	3887	FLE
	11335	FULLTIME
	12710	FLE
	3617	FLE
	13997	FLE
	5518	FLE
	12249	FLE
	12962	FLE
	12837	FULLTIME
	11426	FLE
	5863	FLE
	13815	FULLTIME
	13020	FLE

	10988	FLE
	12909	FLE
	13889	FLE
	11869	FLE
	12320	FLE
	11451	FULLTIME
	12039	FLE
	5713	FLE
	5786	FLE
	11494	FLE
	12487	FULLTIME
	13797	FLE
	13201	FLE
	10302	FLE
	13165	FLE
	12976	FLE
	12866	FLE
	13846	FLE
	13171	FLE
	5777	FLE
	13929	FLE
	13769	FLE
	13865	FLE
	12534	FLE
	13167	FLE
	11499	FLE
	13502	FULLTIME
	13259	FLE
	11279	FLE
	13609	FULLTIME
	3978	FULLTIME
	10750	FULLTIME
	2918	FLE
	10588	FLE

	13768	FULLTIME
	10913	FLE
	13617	FULLTIME
	13957	FLE
	10732	FLE
	5765	FLE
	3981	FLE
	4686	FLE
	5015	FLE
	13799	FULLTIME
	10130	FULLTIME
	12002	FLE
	11858	FLE
	4662	FLE
	13877	FLE
	4443	FLE
	12603	FLE
	11396	FLE
	13322	FULLTIME
	10301	FLE
	10447	FULLTIME
	12527	FLE
	2276	FLE
	5735	FULLTIME
	13458	FLE
	12348	FLE
	12824	FULLTIME
	10846	FULLTIME
	5867	FLE
	13439	FULLTIME
	5738	FLE
	12090	FULLTIME
	13239	FLE
	13390	FULLTIME

	11697	FLE
	2431	FULLTIME
	5369	FLE
	13513	FLE
	13608	FLE
	13883	FLE
	13217	FLE
	12184	FLE
	5727	FLE
	13882	FLE
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	2964	FLE
	11261	FLE
	11983	FLE
	12056	FLE
	10554	FLE
	11336	FLE
	5763	FLE
	13292	FLE
	13294	FULLTIME
	5784	FLE
	12591	FULLTIME
	4240	FLE
	5720	FLE
	10847	FLE
	13801	FLE
	1267	FLE
	11981	FLE
	10027	FLE
	2054	FLE
	13548	FULLTIME

	10451	FULLTIME
	10024	FLE
	12894	FLE
	13610	FLE
	12598	FLE
	10705	FULLTIME
	12859	FLE
	13616	FULLTIME
	10887	FLE
	10022	FLE
	13148	FLE
	13022	FULLTIME
	11663	FLE
	11548	FLE
	2752	FULLTIME
	10109	FLE
	10763	FLE
	11205	FLE
	12997	FLE
	12243	FLE
	10885	FULLTIME
	13881	FLE
	13179	FLE
	11558	FLE
	11698	FULLTIME
	10622	FLE
	10659	FLE
	12789	FLE
	10606	FULLTIME
	10494	FLE
	3400	FLE
	13695	FLE
	11305	FLE
	12229	FLE

	13714	FLE
	13598	FULLTIME
	13890	FLE
	12918	FLE
	11463	FLE
	5692	FLE
	10902	FULLTIME
	11088	FLE
	12864	FLE
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	13622	FLE
	3474	FLE
	5850	FLE
	3674	FLE
	12902	FLE
	13330	FLE
	13216	FLE
	12121	FLE
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	13412	FLE
	13935	FLE
	11638	FLE
	2916	FLE
	11301	FLE
	3267	FLE
	10043	FLE
	4726	FLE
	5401	FULLTIME

	12803	FULLTIME
	12377	FLE
	11624	FLE
	11454	FLE
	13927	FLE
	2370	FULLTIME
	2928	FLE
	12748	FLE
	12236	FULLTIME
	3712	FLE
	11771	FLE
	11295	FLE
	2724	FLE
	13312	FLE
	12422	FULLTIME
	11696	FULLTIME
	11710	FLE
	10565	FLE
	3581	FULLTIME
	1911	FLE
	3224	FLE
	5435	FLE
	12198	FLE
	13670	FLE
	3444	FLE
	10337	FULLTIME
	13394	FULLTIME
	4272	FLE
	13328	FLE
	3215	FLE
	13763	FLE
	11660	FLE
	12753	FULLTIME
	5691	FLE

	4649	FLE
	10893	FLE
	11719	FLE
	12413	FLE
	2992	FLE
	4979	FULLTIME
	10932	FLE
	11626	FLE
	5922	FLE
	11903	FLE
	3363	FLE
	11032	FLE
	4119	FLE
	11136	FLE
	12518	FLE
	12071	FULLTIME
	12566	FLE
	10583	FLE
	11792	FLE
	2531	FLE
	1843	FLE
	11786	FLE
	10041	FLE
	3652	FLE
	11635	FLE
	10342	FULLTIME
	5103	FULLTIME
	13717	FLE
	5035	FLE
	10216	FLE
	4388	FLE
	4663	FLE
	11137	FLE
	12978	FLE

	13264	FLE
	5248	FULLTIME
	13902	FULLTIME
	4491	FULLTIME
	12313	FLE
	3475	FLE
	3837	FLE
	13198	FULLTIME
	11760	FULLTIME
	5355	FLE
	12235	FLE
	12369	FLE
	13675	FLE
	12192	FLE
	11298	FLE
	12730	FLE
	1320	FLE
	3304	FLE
	12321	FLE
	12323	FLE
	11641	FLE
	10904	FLE
	11317	FLE
	10809	FLE
	12314	FLE
	4583	FULLTIME
	5073	FLE
	3860	FLE
	10031	FLE
	2598	FLE
	13888	FLE
	3574	FULLTIME
	11127	FULLTIME
	5083	FLE

	10339	FULLTIME
	12078	FLE
	11138	FLE
	10761	FULLTIME
	5105	FLE
	4249	FLE
	13934	FLE
	10441	FLE
	5432	FLE
	13180	FULLTIME
	12849	FULLTIME
	13005	FLE
	3265	FLE
	10300	FLE
	13393	FULLTIME
	3343	FLE
	10741	FLE
	11299	FLE
	3311	FLE
	12861	FLE
	5792	FLE
	12528	FLE
	13419	FULLTIME
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	12010	FULLTIME
	5257	FULLTIME
	3212	FULLTIME
	4180	FLE
	10485	FLE
	11520	FULLTIME
	5579	FULLTIME
	5520	FLE
	10582	FLE

	10612	FULLTIME
	13268	FLE
	2545	FLE
	12195	FLE
	10962	FLE
	4556	FLE
	11135	FLE
	13936	FLE
	4047	FLE
	10742	FLE
	3093	FLE
	12417	FLE
	11139	FLE
	12131	FLE
	13903	FULLTIME
	3090	FLE
	13520	FULLTIME
	12378	FLE
	10737	FLE
	11687	FLE
	3511	FLE
	10385	FLE
	4774	FULLTIME
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	13364	FULLTIME
	13335	FLE
	3514	FLE
	5036	FLE
	12461	FLE
	2812	FLE
	4065	FLE
	11541	FULLTIME
	13366	FULLTIME

	12597	FULLTIME
	10584	FLE
	12769	FULLTIME
	4552	FLE
	13422	FLE
	12862	FLE
	13941	FLE
	10897	FLE
	12196	FLE
	13762	FLE
	4181	FLE
	VACANCY	
	VACANCY	
	VACANCY	
	VACANCY	
	VACANCY	
	4309	FULLTIME
	13122	FLE
	10853	FLE
	2325	FLE
	1797	FLE
	11297	FLE
	2555	FLE
	13676	FLE

Commissioners Court - Regular Session **33.**

Meeting Date: 01/10/2017

bonds

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving Official Bonds of newly sworn Elected Officials of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EO17bonds

Const217bond

Const417bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	01/03/2017 10:54 AM
Form Started By: Rebecca Clemons		Started On: 01/02/2017 03:44 PM
Final Approval Date: 01/03/2017		

The Cincinnati Insurance Company
6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 6750102

KNOW ALL MEN BY THESE PRESENTS:

That Larry Gaddes
of GEORGETOWN State of TX (hereinafter called the Principal) and
The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the state of
Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto Governor State of Texas
(hereinafter called the Obligee) in the sum of
One Hundred Thousand and No/100 Dollars; ($100,000.00) for the payment whereof to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 29th day of December , A.D. 2016 .

Whereas the above named Principal has been duly appointed or elected to the office of County Assessor-Collector , and

Whereas, the effective date of this bond is January 1 , 2017 .

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as may be imposed on him/her by law and shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled as provided herein.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to Governor State of Texas and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part therefore for the time this Bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to , or acceptance by the Principal of any interest on said public moneys or funds, any law decision, ordinance, or statute to the contrary notwithstanding.

Third: That the Surety shall not by liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her election or appointment as aforesaid.

Witness:
Deborah M. Hunt
(as to the Principal)

Larry Gaddes
Principal

The Cincinnati Insurance Company
By
Attorney-in-Fact: Lisa Roppolo

STATE OF Texas
SS
COUNTY OF Williamson

Larry Gaddes being duly sworn, says that he/she will support the constitution of the United States and of the State of Texas and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which he/she has been appointed while he/she shall hold said office.

Sworn to by said Larry Gaddes
Before me, and by him/her subscribed in my presence this 29th
day of December, A.D. _____
Jennifer Wootton Notary Public

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY 6750102

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lisa Roppolo

of Georgetown, TX its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States,

Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 29th day of December 2016

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlaerth

Secretary

BN-1005 (3/02)

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS)
County of Williamson) ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 63011110

That we, Robert J Chody, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1]Governor of Texas, his successors in office, in the sum of [2] Ten Thousand and 00/100 DOLLARS ($10,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 19th day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of November, 2016, duly Elected (Elected—Appointed) to the office of Sheriff in and for [3]Williamson County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2017.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]

faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Williamson } ss

Before me, KATHLEEN MEYER on this day, personally appeared ROBERT CHODY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at 1801 E. OLD SETTLERS BLVD ROUND ROCK, Texas, this 21 ST day of DECEMBER, 2016.

Kathleen Meyer

SEAL

KATHLEEN MEYER
My Commission Expires
March 11, 2018

WILLIAMSON County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS }
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 30th day of November, 2016, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

M. Bent
Notary Public

My Commission Expires March 2, 2020

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH FOR COUNTY ATTORNEY

THE STATE OF TEXAS
County of Williamson

Bond No. TX 804481

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Doyle Eugene Hobbs, Jr., as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Two Thousand Five Hundred ($2,500.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of January, 2013, duly Elected to the office of County Attorney in and for Williamson County in the State of Texas, for a term commencing on the 1st day of January, 2017 and expires on the 1st day of January, 2021.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully pay over in the manner prescribed by law all money that he/she collects or receives for any county or the state, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2016.

Doyle Eugene Hobbs, Jr.
Principal
By: Doyle Eugene Hobbs, Jr.
Doyle Eugene Hobbs, Jr.

Merchants Bonding Company (Mutual)
By: _____
Candice Smock, Attorney-in Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Williamson

Before me, Stephanie J. Lloyd, a notary public, on this day personally appeared Doyle Eugene Hobbs, Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Williamson County Courthouse
this 2nd day of January, 2017.

Stephanie J. Lloyd

STEPHANIE J LLOYD
Notary Public, State of Texas
My Commission Expires
DECEMBER 6, 2018

Williamson County, Texas.

PO 0142 TX (2/15)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

THE STATE OF TEXAS

County of Williamson

Bond No. TX 832891

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Vincent D. Cherrone, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of Two Thousand ($2,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 31st day of December, 2016, duly Elected to the office of Constable in and for Williamson County in the State of Texas, for a term commencing on the 1st day of January, 2017 and expiring on the 31st day of December, 2020.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 29th day of November, 2016.

Vincent D. Cherrone
Principal

By: Vincent Cherrone

Merchants Bonding Company (Mutual)

By: Lisa Roppolo Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Williamson

Before me, Paulette K. Kamrath, a notary public, on this day personally appeared Vincent Cherrone known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Georgetown TX

this 30 day of November, 2016.

PAULETTE K. KAMRATH
Notary Public, State of Texas
My Comm. Expires 10-17-2017

Paulette K. Kamrath

Williamson County, Texas.

PO 0158 TX (2/15)

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

MERCHANTS BONDING COMPANY™

TX 832891

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lisa Roppolo

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

$200,000.00

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August , 2015 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August , 2015 , before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of November , 2016 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

POA 0014 (6/15)

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Williamson } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 71363693

That we, Richard Terry Coffman, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] The Governor and the Governor's successors in office, his successors in office,

in the sum of [2] Two Thousand and 00/100 DOLLARS ($2,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Constable in and for [3] Williamson County, State of Texas, for a term of Four (4) years commencing on the 2nd day of January, 2017.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4]
faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

_____
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____ on this day, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at _____, Texas, this _____ day of _____, _____.

_____

SEAL

_____ County, Texas

MERCHANTS BONDING COMPANY℠
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH FOR CONSTABLE

COPY

THE STATE OF TEXAS
County of Williamson

Bond No. TX 817508

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Kevin Stofle, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas, his/her successors in office, in the sum of One Thousand Five Hundred Dollars ($1,500.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 4th day of November, 2014, duly Elected to the office of Constable in and for Williamson County in the State of Texas, for a term commencing on the 1st day of January, 2017 and expiring on the 31st day of December, 2017.

Now, therefore, if the said Principal shall faithfully perform the duties imposed by law, then this obligation to be void, otherwise to be in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of October, 2016.

Kevin Stofle
Principal

By: Kevin Stofle
Kevin Stofle

Merchants Bonding Company (Mutual)

By:
Candice Smock, Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Williamson

Before me, Kevin Stofle, a notary public, on this day personally appeared Kevin Stofle known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 301 SE Inner Loop Ste. 102
this 16th day of December, 2016

NANCY MONEYHON
Notary Public, State of Texas
Expires MARCH 5, 2020
I.D.# 12891724-3

Nancy Moneyhon

Williamson County, Texas.

PO 0158 TX (2/15)

OATH OF OFFICE
(General)

I, Kevin Stofle, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable Williamson County Precinct 3, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Kevin Stofle

Sworn to and subscribed before me at Georgetown, Texas, this 11th day of December, 2016.

Nancy Moneyhon

SEAL

NANCY MONEYHON
Notary Public, State of Texas
Expires MARCH 5, 2020
I.D.# 12891724-3

Williamson County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ___ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ___ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

PO 0158 TX (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY
for Company Employees

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint the following company employees, individually,

Candice Smock

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Unlimited

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of August , 2015 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of August , 2015 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Board of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of October , 2016 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

POA 0015 (6/15)

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond Number: **32S163482 (6621224)**

That we, MARTIN D RUBLE, of 412 VANCE TAYLOR TX 76574

as Principal, and, American States Insurance Company

a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of Texas

and/or his/her successors in the penal sum of

Two Thousand Dollars And Zero Cents

($2,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 12th day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That whereas, the above bounden Principal was on the 1st day of January, 2017, duly Elected

(elected/appointed) to the office of Constable in and for

Williamson County in the State of Texas, for a term commencing on the 1st day of January,

2017 and ending December 31, 2020.

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall (conditions) faithfully perform the duties imposed by law.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

MARTIN D RUBLE

BY: _____
Principal
MARTIN D RUBLE

Countersigned
BY: _____
Texas Resident Agent

AMERICAN STATES INSURANCE COMPANY • INDIANA • SEAL

American States Insurance Company
Surety

BY: _____
Attorney-in-Fact MATTIE SATTERFIELD

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss

Before me, _____, on this day, personally appeared, MARTIN D RUBLE

_____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at _____

_____, Texas, this the _____ day of _____, _____.

_____
Notary Public

SEAL

_____ County, Texas

LMS-16831 01/06

OFFICIAL	AMOUNT	TO WHOM PAYABLE	CONDITIONS
District Attorney	$5,000.	Governor	"In the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	$2,500.	Governor	"faithfully paying over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	*$1,000.- 10,000.	County Treasurer	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to the judge out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	Equal to at least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is to be given - $5,000 minimum $500,000 maximum	County	"faithfully perform the duties of office"
Auditor	$5,000 or more	County Judge	"faithful performance of the duties of county auditor"
County Treasurer	Established by the Commissioner's Court	County Judge	"faithfully execute the duties of office; remit according to law all funds received as county treasurer; and render an account of all funds received to the commissioners court at each regular term of the court."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term of office for which the bond is given, except that the bond may not be in an amount less than $5,000 nor more than $100,000.	Governor	"faithfully perform the duties of the office."
County Surveyor	Fixed by the Commissioners Court - $500 minimum $10,000 maximum	Not Stated (Suggested to County Judge)	"faithful performance of the duties of the office."
Hide and Animal Inspector	Set by the Commissioners Court - $1,000 minimum $10,000 maximum	County Judge	"well and truly perform the duties of the office."
Sheriff	Established by the commissioners court, but - $5,000 minimum, $30,000 maximum	Governor	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
Assessor and Collector of Taxes (State Bond)	"Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date bond is given - $2,500 minimum $100,000 maximum"	Governor	"faithful performance of the person's duties as assessor-collector."
Assessor and Collector of Taxes (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year - $100,000 maximum	County Judge	"faithful performance of the person's duties as assessor-collector."
County Commissioners	$3,000.	County Treasurer	"faithfully perform the commissioner's official duties; will reimburse the county for all county funds illegally paid to the commissioner; and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	$5,000 maximum	County Judge	"faithfully and impartially discharge the duties required by law; and promptly pay to the entitled party all money that comes into the justice's hands during the term of office."
Constable	Set by the Commissioners Court - $500 minimum $1,500 maximum	Governor	"faithfully perform the duties imposed by law."

* Sum to be fixed by the Commissioners Court within the limits prescribed by law.

** In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this ____ day of _____, _____.

SEAL

_____
Notary Public

_____ County, Texas

OATH OF OFFICE
(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me, at, _____ Texas, this ____ day of _____, _____.

SEAL

_____
Notary Public

_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

A TTEST:

Date: _____

_____ Clerk
County Court _____ County

_____ County Judge,
_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the ____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ -o'clock __ M., and duly recorded the _____ day of _____, _____, at _____ -o'clock __ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk
By _____ Deputy
County Court _____ County

ACKNOWLEDGMENT BY SURETY

STATE OF INDIANA }
County of MARION } ss.

On this 12TH day of DECEMBER, 2016, before me personally appeared MATTIE SATTERFIELD, known to, me to be the Attorney-in-Fact of AMERICAN STATES INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

SHANNON L RICKETTS
NOTARY PUBLIC
SEAL
MARION COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES: 09-06-2023

Notary Public in the State of Indiana
County of Marion

LMS-10230 10/99

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

AMERICAN STATES INSURANCE COMPANY
INDIANAPOLIS, INDIANA
POWER OF ATTORNEY

7465281

KNOW ALL PERSONS BY THESE PRESENTS: That American States Insurance Company (the "Company"), an Indiana stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint Aimee Henard; Betty Mitchell; Caroline Nicholson; Carrie A. Allen; Cynthia Spellman; Deborah D. Manora; Jeannie L. Kendrick; Joann Eckman; Kim Townsend; Matt Davis; Mattie Satterfield; Nicole Roth; Sally J. Tinkle; Sandy Gahimer; Shanell Breedlove; Shannon Ricketts; Sherri Smith; Tammy J. Hernandez; Walycia J. Williams

all of the city of Indianapolis, state of IN, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Officers: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of American States Insurance Company, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Corporation and the corporate seal of American States Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of August, 2016.

SEAL 7929

AMERICAN STATES INSURANCE COMPANY

By _____
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of August, 2016, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of American States Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of American States Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By _____
Teresa Pastella, Notary Public

CERTIFICATE

I, Gregory W. Davenport, the undersigned, Assistant Secretary of American States Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of American States Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of American States Insurance Company at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of December, 2016.

SEAL 7929

_____
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Texas

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Williamson } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 71363693

That we, Richard Terry Coffman, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto [1] The Governor and the Governor's successors in office, his successors in office,

in the sum of [2] Two Thousand and 00/100 DOLLARS ($2,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of December, 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the _____ day of _____, _____, duly elected (Elected—Appointed) to the office of Constable in and for [3] Williamson County, State of Texas, for a term of Four(4) years commencing on the 2nd day of January, 2017.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall [4] faithfully perform the duties imposed by law.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

WESTERN SURETY COMPANY OF SOUTH DAKOTA

T. T. Coffman
Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Williamson } ss

Before me, Notary Public on this day, personally appeared Richard Terry Coffman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Cedar Park, Texas, this 2nd day of January, 2017.

Paula Furr Smith

SEAL

PAULA FURR SMITH
MY COMMISSION EXPIRES
May 4, 2018

Williamson County, Texas

Form 862-A-11-2014

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond Number: **32S163482 (6621224)**

That we, MARTIN D RUBLE, of 412 VANCE TAYLOR TX 76574 as Principal, and, American States Insurance Company a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of Texas and/or his/her successors in the penal sum of Two Thousand Dollars And Zero Cents ($2,000.00), for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 12th day of December , 2016 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,
That whereas, the above bounden Principal was on the 1st day of January , 2017 , duly Elected (elected/appointed) to the office of Constable in and for Williamson County in the State of Texas, for a term commencing on the 1st day of January , 2017 and ending December 31, 2020 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall (conditions) faithfully perform the duties imposed by law.

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

MARTIN D RUBLE

BY: _____
Principal
MARTIN D RUBLE

Countersigned
BY: _____
Texas Resident Agent

AMERICAN STATES INSURANCE COMPANY • INDIANA • SEAL

American States Insurance Company
Surety

BY: _____
Attorney-in-Fact MATTIE SATTERFIELD

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Williamson } ss
Before me, Rebecca Clemons on this day, personally appeared, MARTIN D RUBLE , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at 9am , Texas, this the 2nd day of January , 2017.

REBECCA CLEMONS NOTARY PUBLIC SEAL COMMISSION EXPIRES: 08-02-2017

Rebecca Clemons
Notary Public

Williamson
County, Texas

LMS-16831 01/06

Commissioners Court - Regular Session **34.**

Meeting Date: 01/10/2017

Approve Oath of Office and State bond

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Official Bond and Oath of Office for the newly elected Williamson County Tax Assessor/Collector, Larry Gaddes.

Background

Per Texas Property Tax Code Section 6.28 Bonds for State and County Taxes states: "(a). Before beginning to perform the duties of office, a person elected or appointed as county assessor/collector must give bonds to the state and to the county, conditioned on the faithful performance of the person's duties as assessor/collector." The bond has been assigned and are submitted as fulfillment of that statute.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Oath of Office

State Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 04:32 PM
Form Started By: Judy Kocian		Started On: 01/02/2017 05:02 PM
Final Approval Date: 01/03/2017		

OATH OF OFFICE

I, Larry Caddes, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Tax Assessor - Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward

☒ for the giving or withholding a vote of the election at which I was ELECTED.
☐ to secure my APPOINTMENT or the confirmation thereof.

sign here Assessor - Collector

Sworn to and subscribed before me, this the 2nd day of January, 19 2017

sign here

BOND AND OATH

OF Larry Caddes
ASSESSOR and COLLECTOR OF Williamson COUNTY

APPROVED IN OPEN COMISSIONERS' COURT

sign here , 20
County Judge
County

RECORDED BY COUNTY CLERK

Volume Page
sign here
, 20
County Clerk
County

(Seal)

APPROVED BY
COMPTROLLER OF PUBLIC ACCOUNTS

sign here , 20
Comptroller of Public Accounts

INSTRUCTIONS FOR COMPLETING BOND

BOND REQUIREMENT: Each person elected or appointed Assessor-Collector must make a bond to the state within twenty days after receiving notice of election or appointment.
- ELECTED ASSESSOR-COLLECTOR - Bond must be executed after the Commissioners' Court has canvassed the general election returns and Assessor-Collector has received notice of election.
- APPOINTED ASSESSOR-COLLECTOR - Bond must be executed after official appointment.

BOND AMOUNT: Bond must be made for an amount equal to 5% of the net total of state motor vehicle sales and use tax and motor vehicle registration fees collected in the county during the twelve-month period ending August 31 immediately prior to the date the bond is executed. However, the bond shall not exceed $100,000 nor be less than $2,500.

SIGNATURES: The Assessor-Collector must sign the bond as Principal after the election or appointment. A duly authorized agent of the surety company must sign the bond for the surety company after the election or appointment.

ACKNOWLEDGEMENTS: The acknowledgement for the Assessor-Collector must be completed after the Assessor-Collector has signed as Principal. The acknowledgement for the surety company must be completed after the agent has signed as the surety.

OATH OF OFFICE: The oath of office must be completed after the election or appointment but before the bond is approved by the Commissioners' Court. Check the applicable box.

APPROVAL BY COMMISSIONERS' COURT: The bond must be approved by the Commissioners' Court and signed by the County Judge after the signatures, acknowledgements and the oath of office are completed.

RECORDING BY THE COUNTY CLERK: The bond must be recorded by the County Clerk after it has been approved by the Commissioners' Court and signed by the County Judge.

APPROVED BY THE COMPTROLLER OF PUBLIC ACCOUNTS: The completed bond should be sent to the Comptroller of Public Accounts for approval.

Send to:

COMPTROLLER OF PUBLIC ACCOUNTS
Revenue Accounting Division
111 E. 17th Street
Austin, Texas 78774-0100

The Cincinnati Insurance Company
6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 6750102

KNOW ALL MEN BY THESE PRESENTS:

That Larry Gaddes of GEORGETOWN State of TX (hereinafter called the Principal) and The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the state of Ohio with its principal office in the City of FAIRFIELD and the State of OH are held and firmly bound unto Governor State of Texas (hereinafter called the Obligee) in the sum of One Hundred Thousand and No/100 Dollars; ($100,000.00) for the payment whereof to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 29th day of December , A.D. 2016 .

Whereas the above named Principal has been duly appointed or elected to the office of County Assessor-Collector , and

Whereas, the effective date of this bond is January 1 , 2017 .

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as may be imposed on him/her by law and shall honestly account for all money that may come into his/her hands in his/her official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled as provided herein.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to Governor State of Texas and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part therefore for the time this Bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to , or acceptance by the Principal of any interest on said public moneys or funds, any law decision, ordinance, or statute to the contrary notwithstanding.

Third: That the Surety shall not by liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her election or appointment as aforesaid.

Witness:
Deborah M. Hunt
(as to the Principal)

Larry Gaddes
Principal

The Cincinnati Casualty Company CORPORATE SEAL OHIO

The Cincinnati Insurance Company
By
Attorney-in-Fact: Lisa Roppolo

STATE OF Texas
SS
COUNTY OF Williamson

Larry Gaddes being duly sworn, says that he/she will support the constitution of the United States and of the State of Texas and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which he/she has been appointed while he/she shall hold said office.

Sworn to by said Larry Gaddes
Before me, and by him/her subscribed in my presence this 29th
day of December, A.D. _____
Jennifer Wootton Notary Public

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY 6750102

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Lisa Roppolo

of Georgetown, TX its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States,

Ten Million and No/100 Dollars ($10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 29th day of December 2016

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlueter

Secretary

BN-1005 (3/02)

Commissioners Court - Regular Session **35.**

Meeting Date: 01/10/2017

Discuss and take action on a Resolution to deputize individuals and business entities

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Resolution granting the Williamson County Tax Assessor/Collector approval to deputize individuals and business entities to perform titling and registration services in accordance with rules adopted by the Board of Directors of the Texas Department of Motor Vehicles (Chapter 217, SubChapter H of the Texas Administrative Code) and pursuant to Texas Transportation Code §520.0071.

Background

Pursuant to the Transportation Code, the Texas Department of Motor Vehicles established new rules defining categories of deputies. Section 520.0071 states (a) The board by rule shall prescribe (1) the classification types of deputies performing titling and registration duties; (2) the duties and obligations of deputies; (3) the type and amount of any bonds that may be required by a county assessor-collector for a deputy to perform titling and registration duties; and (4) the fees that may be charged or retained by deputies.

(b) A county assessor-collector, with the approval of the commissioners court of the county, may deputize an individual or business entity to perform titling and registration services in accordance with rules adopted under Subsection (a).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deputy Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Judy Kocian		Started On: 01/04/2017 12:29 PM
Final Approval Date: 01/04/2017		

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

KNOW ALL MEN BY THESE PRESENT that on this, the 10th day of January 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Texas Transportation Code §520.0071 provides that a county assessor/collector, with the approval of the Commissioners Court of the county, may deputize an individual or business entity to perform titling and registration services in accordance with rules adopted by the Board of Directors of the Texas Department of Motor Vehicles; and

WHEREAS, the Williamson County Tax Assessor/Collector has provided in the attached Exhibit "A", which is incorporated herein by reference, the rules adopted by the Board of Directors of the Texas Department of Motor Vehicles relating to deputation (Chapter 217, Subchapter H of the Texas Administrative Code);

Therefore, be it Resolved, that the Williamson County Commissioners Court hereby grants its approval to the Williamson County Tax Assessor/Collector to deputize those individuals or business entities qualified and eligible to be deputized in accordance with the rules set out in Chapter 217, Subchapter H of the Texas Administrative Code, as amended, and as determined by the Williamson County Tax Assessor/Collector; and

Further Resolved, that County Judge Dan Gattis be, and is hereby, authorized to sign this Resolution as the act and deed of the Williamson County Commissioners Court.

RESOLVED this 10th day of January 2017.

_____

Dan A. Gattis, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Exhibit “A”

Texas Administrative Code

TITLE 43 TRANSPORTATION
PART 10 TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217 VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H DEPUTIES

Rules

§217.161 Purpose and Scope
§217.162 Definitions
§217.163 Full Service Deputies
§217.164 Limited Service Deputies
§217.166 Dealer Deputies
§217.167 Bonding Requirements
§217.168 Deputy Fee Amounts

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.161	Purpose and Scope

Pursuant to Transportation Code, §520.0071, a county tax assessor-collector, with the approval of the commissioners court of the county, may appoint deputies to perform designated motor vehicle titling and registration services. This subchapter prescribes the classification types, duties, and obligations of deputies; the type and amount of any bonds that deputies may be required to post; and the fees that deputies may be authorized to charge or retain. A deputy appointed under Transportation Code, §520.0071, on or before December 31, 2016, may continue to perform services authorized under former Transportation Code, §§520.008, 520.009, 520.0091, and 520.0092, as amended by Acts 2011, 82nd Leg., ch. 1296 (H.B. 2357). Beginning January 1, 2017, all deputies must be deputized in accordance with and comply with the provisions of this subchapter.

Source Note: The provisions of this §217.161 adopted to be effective March 12, 2015, 40 TexReg 1096; amended to be effective August 8, 2016, 41 TexReg 5787

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.162	Definitions

The following words and terms, when used in this subchapter, shall have the following meanings unless the context clearly indicates otherwise.

(1) Board--Board of the Texas Department of Motor Vehicles.

(2) Commercial fleet buyer--An entity that, in compliance with Transportation Code, §501.0234(b), is deputized under this subchapter, utilizes the dealer title application process developed to provide a method to submit title transactions to the county in which the commercial fleet buyer is a deputy, and has authority to accept an application for registration and application for title transfer that the county tax assessor-collector may accept.

(3) Dealer deputy--A motor vehicle dealer, as defined by Transportation Code, §503.001(4), including a commercial fleet buyer, who is deputized to process motor vehicle titling and registration transactions, and who may be authorized to provide registration renewal services. Dealer deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the dealer deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.

(4) Department--Texas Department of Motor Vehicles.

(5) Deputy--A person appointed to serve in an official government capacity to perform, under the provisions of this subchapter, designated motor vehicle titling, registration, and registration renewal services as a deputy assessor-collector. The term "deputy" does not include an employee of a county tax assessor-collector.

(6) Full service deputy--A deputy appointed to accept and process applications for motor vehicle title transfers and initial registrations, and process registration renewals and other transactions related to titling and registration. Full service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the full service deputy to serve as the deputy's agent in performing motor vehicle titling, registration or registration renewal services.

(7) Limited service deputy--A deputy appointed to accept and process motor vehicle registration renewals. Limited service deputy includes an individual, who is not himself or herself appointed as a deputy, employed, hired, or otherwise engaged by the limited service deputy to serve as the deputy's agent in performing motor vehicle registration renewals.

(8) Person--An individual, business organization, governmental subdivision or agency, or any other legal entity.

Source Note: The provisions of this §217.162 adopted to be effective August 8, 2016, 41 TexReg 5787

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.163	Full Service Deputies

(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a person to act as a full service deputy in the same manner and with the same authority as though done in the office of the county tax assessor-collector, subject to the criteria and limitations of this section, including signing the addendum as specified in subsection (k) of this section.

(b) A full service deputy must offer and provide titling and registration services to the general public, and must accept any application for registration, registration renewal, or title transfer that the county tax assessor-collector would accept and process, unless otherwise limited by the county.

(c) The county tax assessor-collector may impose reasonable obligations or requirements upon a full service deputy in addition to those set forth in this section.

(d) To be eligible to serve as a full service deputy, a person must be trained, as approved by the county tax assessor-collector, to perform motor vehicle titling, registration, and registration renewal services, or otherwise be deemed competent by the county tax assessor-collector to perform such services.

(e) To be eligible to serve as a full service deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.

(f) A person applying to be a full service deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any title, registration, or registration renewal applications may occur.

(g) A full service deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.

(h) A full service deputy shall keep a separate accounting of the fees collected and remitted to the county and a record of daily receipts.

(i) A full service deputy may charge or retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).

(j) A full service deputy must maintain records in compliance with the State of Texas Records Retention Schedule as promulgated by the Texas State Library and Archives Commission.

(k) Beginning January 1, 2017, a full service deputy must sign an addendum provided by the department outlining the terms and conditions of the full service deputy's access to and use of the department's registration and titling system. Any contract or agreement, or renewal of the contract or agreement, between the county and the full service deputy that authorizes the full service deputy to provide registration and titling services in the county must specifically incorporate the addendum by reference, and the contract or agreement may not

Exhibit “A”

supersede or contradict any term within the addendum. An addendum described by this subsection is required for each location at which the full service deputy operates. The addendum must be incorporated into any agreement or contract between the full service deputy and the county beginning January 1, 2017. The county must provide the department a current copy of each contract or agreement, including any amendments, with a full service deputy within 60 days of execution.

Source Note: The provisions of this §217.163 adopted to be effective August 8, 2016, 41 TexReg 5787; amended to be effective December 4, 2016, 41 TexReg 9335

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.164	Limited Service Deputies

(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a person to act as a limited service deputy. A limited service deputy may only process registration renewals, except as limited by this section, and may not prepare or accept an application for title transfer or initial registration.

(b) A limited service deputy offering registration renewal services to the general public must accept and process any proper application for registration renewal that the county tax assessor-collector would accept and process.

(c) The county tax assessor-collector may impose reasonable obligations or requirements upon a limited service deputy in addition to those set forth in this section. The county tax assessor-collector may, at the time of deputation or upon renewal of deputation, impose specified restrictions or limitations on a limited service deputy's authority to provide registration renewal services.

(d) A limited service deputy may be authorized by the county tax assessor-collector to provide registration renewal services only for the members, officers, employees, affiliates and customers of the deputy, and not to the public generally. If a limited service deputy does not provide services to the general public, the scope of the deputy's authority to provide registration renewal services to itself and its members, officers, employees, affiliates, and customers must be defined by the county tax assessor-collector as part of the authorization to act as a limited service deputy.

(e) To be eligible to serve as a limited service deputy, a person must be trained to accept and process registration renewals, as approved by the county tax assessor-collector, or otherwise be deemed competent by the county tax assessor-collector to perform such services.

(f) To be eligible to serve as a limited service deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.

(g) A person applying to be a limited service deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any registration renewals may occur.

(h) If a limited service deputy offers services to the general public, the deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.

(i) A limited service deputy shall keep a separate accounting of the fees collected and remitted to the county, and a record of daily receipts.

(j) A limited service deputy may retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.166	Dealer Deputies

(a) A county tax assessor-collector, with the approval of the commissioners court of the county, may deputize a motor vehicle dealer to act as a dealer deputy to provide motor vehicle titling and registration services in the same manner and with the same authority as though done in the office of the county tax assessor-collector, except as limited by this section.

(b) A dealer deputy must hold a valid general distinguishing number (GDN) under Transportation Code, Chapter 503, Subchapter B, and may act as a dealer deputy only for a type of motor vehicle for which the dealer holds a GDN. A dealer may not continue to act as a dealer deputy if the GDN is cancelled or suspended.

(c) A county tax assessor-collector may impose reasonable obligations or requirements upon a dealer deputy in addition to those set forth in this section. The county tax assessor-collector may, at the time of deputation or upon renewal of deputation, impose specified restrictions or limitations on a dealer deputy's authority to provide certain titling or registration services.

(d) Upon the transfer of ownership of motor vehicles purchased, sold or exchanged by the dealer deputy, the dealer deputy may process titling transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise provide titling services to the general public.

(e) Upon the transfer of ownership of a motor vehicle purchased, sold or exchanged by the dealer deputy, the dealer deputy may process initial registration transactions in the same manner and with the same authority as though done in the office of the county tax assessor-collector. The dealer deputy may not otherwise offer initial registration services to the general public.

(f) The county tax assessor-collector may authorize a dealer deputy to provide motor vehicle registration renewal services. A dealer deputy offering registration renewal services must offer such services to the general public, and must accept and process any proper application for registration renewal that the county tax assessor-collector would accept and process.

(g) To be eligible to serve as a dealer deputy, a person must be trained to perform motor vehicle titling and registration services, as approved by the county tax assessor-collector, or otherwise be deemed competent by the county tax assessor-collector to perform such services.

(h) To be eligible to serve as a dealer deputy, a person must post a bond payable to the county tax assessor-collector consistent with §217.167 of this title (relating to Bonding Requirements) with the bond conditioned on the person's proper accounting and remittance of the fees the person collects.

(i) A person applying to be a dealer deputy must complete the application process as specified by the county tax assessor-collector. The application process may include satisfaction of any bonding requirements and completion of any additional required documentation or training of the deputy before the processing of any title or registration transactions may occur.

Exhibit “A”

(j) If a dealer deputy offers registration renewal services to the general public, the deputy must provide the physical address at which services will be offered, the mailing address, the phone number, and the hours of service. This information may be published on the department's website and may be published by the county if the county publishes a list of deputy locations.

(k) A dealer deputy shall keep a separate accounting of the fees collected and remitted to the county, and a record of daily receipts.

(l) A dealer deputy may charge or retain fees consistent with the provisions of §217.168 of this title (relating to Deputy Fee Amounts).

(m) This section does not prevent a county tax assessor-collector from deputizing a dealer as a full service deputy under §217.163 of this title (relating to Full Service Deputies) or a limited service deputy under §217.164 of this title (relating to Limited Service Deputies) instead of a dealer deputy under this section.

Source Note: The provisions of this §217.166 adopted to be effective August 8, 2016, 41 TexReg 5787

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.167	Bonding Requirements

(a) A deputy appointed under this subchapter shall post a surety bond payable to the county tax assessor-collector.

(b) A deputy is required to post a single bond for a county in which the deputy performs titling, registration, or registration renewal services, regardless of the number of locations in that county from which that deputy may provide these services.

(c) A full service deputy or dealer deputy must post a bond in an amount between $100,000 and $5,000,000, as determined by the county tax assessor-collector.

(d) A limited service deputy must post a bond in an amount between $2,500 and $1,000,000, as determined by the county tax assessor-collector.

(e) A deputy that is an agency or subdivision of a governmental jurisdiction of the State of Texas is not required to post a bond pursuant to this section, unless the county tax assessor-collector determines that a bond should be required in an amount consistent with subsection (d) of this section.

Source Note: The provisions of this §217.167 adopted to be effective August 8, 2016, 41 TexReg 5787

Exhibit “A”

Texas Administrative Code

TITLE 43	TRANSPORTATION
PART 10	TEXAS DEPARTMENT OF MOTOR VEHICLES
CHAPTER 217	VEHICLE TITLES AND REGISTRATION
SUBCHAPTER H	DEPUTIES
RULE §217.168	Deputy Fee Amounts

(a) Fees. A county tax assessor-collector may authorize a deputy to charge or retain the fee amounts prescribed by this section according to the type of deputy and transaction type.

(b) Title transactions. For each motor vehicle title transaction processed:

(1) A full service deputy may charge the customer a fee of up to $20, as determined by the full service deputy and approved by the tax assessor-collector. The full service deputy retains the entire fee charged to the customer.

(2) A dealer deputy may charge the customer a fee of up to $10, as determined by the dealer deputy and approved by the tax assessor-collector. The dealer deputy retains the entire fee charged to the customer. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.

(c) Registration and registration renewals. For each registration transaction processed:

(1) A full service deputy may:

(A) retain $1 from the processing and handling fee established by §217.183 of this title (relating to Fee Amount); and

(B) charge a convenience fee of $9, except as limited by §217.184 of this title (relating to Exclusions).

(2) A limited service deputy may retain $1 from the processing and handling fee established by §217.183.

(3) A dealer deputy may retain $1 from the processing and handling fee established by §217.183. This section does not preclude a dealer deputy from charging a documentary fee authorized by Finance Code, §348.006.

(d) Temporary permit transactions under Transportation Code, §502.094 or §502.095. For each temporary permit transaction processed by a full service deputy, the full service deputy may retain the entire processing and handling fee established by §217.183.

(e) Full service deputy convenience fee. The convenience fee authorized by this section is collected by the full service deputy directly from the customer and is in addition to the processing and handling fee established by §217.183. A full service deputy may not charge any additional fee for a registration or registration renewal transaction.

(f) Related transactions by a full service deputy. The limitations of subsections (b), (c), (d), and (e) of this section do not apply to other services that a full service deputy may perform that are related to titles or registrations, but are not transactions that must be performed through the department's automated vehicle registration and title system. Services that are not transactions performed through the department's automated vehicle registration and title system include, but are not limited to, the additional fees a full service deputy may charge for copying, faxing, or transporting documents required to obtain or correct a motor vehicle title or

Exhibit “A”

registration. However, the additional fees that a full service deputy may charge for these other services may be limited by the terms of the county tax assessor-collector's authorization to act as deputy.

(g) Posting of fees. At each location where a full service deputy provides titling or registration services, the deputy must prominently post a list stating all fees charged for each service related to titling or registration. The fee list must specifically state each service, including the additional fee charged for that service, that is subject to subsections (b), (c), (d), or (e) of this section. The fee list must also state that each service subject to an additional fee under subsection (b), (c), (d), or (e) of this section may be obtained from the county tax assessor-collector without the additional fee. If the full service deputy maintains a website advertising or offering titling or registration services, the deputy must post the fee list described by this subsection on the website.

(h) Additional compensation. The fee amounts set forth in this section do not preclude or limit the ability of a county to provide additional compensation to a deputy out of county funds.

Source Note: The provisions of this §217.168 adopted to be effective August 8, 2016, 41 TexReg 5787

Next Page Previous Page

List of Titles Back to List

HOME TEXAS REGISTER TEXAS ADMINISTRATIVE CODE OPEN MEETINGS

Commissioners Court - Regular Session **36.**

Meeting Date: 01/10/2017

Dennis Retirement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of Captain George "Butch" Dennis for his 27 years of service to Williamson County.

Background

Williamson County EMS would like to recognize the retirement of Captain Butch Dennis and his 27 years of service to Williamson County EMS.

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	12/19/2016 03:13 PM
Form Started By: Michael Knipstein		Started On: 12/15/2016 03:40 PM
Final Approval Date: 12/19/2016		

Commissioners Court - Regular Session **37.**

Meeting Date: 01/10/2017

County Burn Ban

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county burn ban not to exceed 90 and to authorize the County Judge to lift said ban when conditions improve.

Background

Williamson County had sustained a long growing season with ample moisture until recently. The abundant grasses have now been frost cured resulting in favorable conditions for ignition and subsequent fires. Even with the recent rains, the wind and lower humidity is further exacerbating the conditions.

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	01/05/2017 08:50 AM
Form Started By: Jarred Thomas		Started On: 01/04/2017 05:02 PM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **38.**

Meeting Date: 01/10/2017

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

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/15/2016 02:20 PM
Form Started By: Lydia Linden		Started On: 12/15/2016 11:28 AM
Final Approval Date: 12/15/2016		

Commissioners Court - Regular Session **39.**

Meeting Date: 01/10/2017

Bagdad Road Utility Reimbursement Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement with Pedernales Electric Cooperative (PEC) for utility adjustments on Bagdad Road at CR 278, a Road Bond Project in Commissioner Pct 2.

Background

PEC has existing facilities in conflict with the Bagdad Road at CR 278 project. PEC is 58.33% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is $72,466.60 for the installation of approximately 19 new poles and relocation of 11 existing poles and the associated facilities and ancillaries. The total eligible costs do not include any betterments, those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bagdad Utility Reimbursement Agmt

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Dawn Haggard		Started On: 01/03/2017 12:35 PM
Final Approval Date: 01/04/2017		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 9 day of December, 2016, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

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

WHEREAS, County desires to construct proposed CR 279 (Bagdad Rd): From Silver Creek Dr to 0.28 miles North of CR 278. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

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

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

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

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

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated 19 Power Poles and removal of 11 Power Poles along with apparatus defined as Work =

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

Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

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

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

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

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

UTILITY

Utility: Pedernales Electric Cooperative
Name of Utility

By: Michael W. Mayer
Authorized Signature

Michael W. Mayer
Print or Type Name

Title: Elec Distribution Design Mgr

Date: 12/4/2016

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

Bagdad Rd @ CR 278 Cost Estimate

Description	Date	Comments	Qty	Rate	Extended Cost
Engineering Services					
Labor					
CADD Technician III		00C3	21.5	$ 75.00	$ 1,612.50
Technical Secretary II		00S2	0.25	$ 65.00	$ 16.25
Technical Secretary III		00S3	4.75	$ 80.00	$ 380.00
Senior Technician II		00T2	114.75	$ 90.00	$ 10,327.50
Project Engineer II		0PE2	10.5	$ 100.00	$ 1,050.00
Project Manager I		0PM1	91.5	$ 110.00	$ 10,065.00
Senior Engineer II		0SE2	1.25	$ 145.00	$ 181.25
Senior Engineer V		0SE5	0.25	$ 175.00	$ 43.75
Sub Total			*244.75*		*$ 23,676.25*
Expenses					
Mileage					
Survey Mile	9/27/2016	From Schneider office in Boerne to job site in Leander.	101	$ 0.896	$ 90.50
Truck Mile	10/3/2016	From Schneider office in Boerne to PEC offices in Canyon Lake.	42	$ 0.784	$ 32.93
Truck Mile	10/10/2016	Liberty Hill to job site in Leander	20	$ 0.784	$ 15.68
Truck Mile	11/2/2016	From Schneider office in Boerne to job site in Leander.	118	$ 0.784	$ 92.51
Survey Mile	11/2/2016	From Schneider office in Boerne to job site in Leander.	262	$ 0.896	$ 234.75
Truck Mile	11/21/2016	From Schneider office in Boerne to Cobb Fendley Offices in Austin	51	$ 0.784	$ 39.98
Survey Mile	11/21/2016	From Schneider office in Boerne to Cobb Fendley Offices in Austin then to job site in Leansder.	315	$ 0.896	$ 282.24
Sub Total					*$ 788.59*
Meals					
Per Diem	9/27/2016	Christopher Martinez			$ 33.60
Per Diem	9/28/2016	Christopher Martinez			$ 44.80
Sub Total					*$ 78.40*
Lodging					
Best Western	9/27/2016	Christopher Martinez			$ 171.79
Sub Total					*$ 171.79*
Expenses Total					*$ 1,038.78*
Total for Engineering Services					**$ 24,715.03**

Construction				
Utility Costs (Material and Labor)	see attachment for details		$	70,020.53
Concrete Pole Adder	estimate until bid received from vendor	"see email"	$	20,000.00
ROW	50 hrs @ $190.00 /hr	50 $ 190.00	$	9,500.00
Total for Construction			**$**	**99,520.53**
TOTAL			**$**	**124,235.56**

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 3/1/2017

Estimated Completion Date: 5/1/2017

Contingent on completion of land agreements. Construction to be completed approximately 2 months after construction begins.

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 58.33% eligible.

DATE: 12/9/2016

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

SHEET No. & Sta. Limits		Poles Non-Eligible	Poles Eligible	Poles Outside of Project	Assoc. DOC #
16PECL3007-1	543+27 to 552+82	0	6	1	9805266, 9820839
16PECL3007-2	555+75 to 556+92	4	1	0	19703833DR
16PECL3007-3	570+47	1	0	0	
TOTAL =		**5**	**7**	**1**	

Eligible =	7
Non-Eligible =	5
GRAND TOTAL =	**12**

ELIGIBILITY RATIO = 58.33%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Attachment F

Wilco – U-80A – Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-Bagdad Rd @ CR 278– PEC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 279 (Bagdad Rd):
From Silver Creek Dr to 0.28 miles North of CR 278

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 9th day of December , 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

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

Owner: Pedernales Electric Cooperative
Utility Name

By Michael Mayo
Authorized Signature

Title: Engineering Design & Plan Mgr.

Date: 12/14/2016

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

CobbFendley

LETTER OF TRANSMITTAL

Received
DEC 20 2016
HNTB Corporation
Round Rock

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

Date: December 20, 2016
CobbFendley Job: 1403-088-03
Re: Bagdad Rd @ CR 278
PEC's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints ☒ Originals ☐ Other

QUANTITY	DESCRIPTION
5	PEC's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Chruch:
Please see the attached PEC's Utility Agreement Package for the above project. We have reviewed and approved it in the amount of $124,235.56 with an eligbility ratio of 58.33%. The County will be responsible for only $72,466,60.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By:
Date & Time:

SIGNED

Michael Andrews, Utility Specialist

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 5125.834.7727 | www.cobbfendley.com

Commissioners Court - Regular Session **40.**

Meeting Date: 01/10/2017

Sheriff's Office Training Center - PSI Agreement

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County, Texas and Professional Service Industries, Inc. for Construction Material Testing and Inspection services the Sheriff's Office Training Center Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOTC PSI Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/21/2016 04:51 PM
Form Started By: Gina Wrehsnig		Started On: 12/20/2016 01:38 PM
Final Approval Date: 12/21/2016		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Professional Service Industries, Inc. ("Engineer")**
ADDRESS: **2600 Mc Hale Court, Suite 125, Austin TX 78758**
PROJECT: **Construction Material Testing and Inspection for Williamson County Sheriff's Office Training Center ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Forty-Four Thousand Seven Hundred Seventy-six Dollars and Eighty cents ($44,776.80)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a

[b] *See* Art. 6, *supra.*

Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Martin J. Elliott, PE, LEED AP
Professional Service Industries, Inc.
2600 Mc Hale, Suite 125
Austin, TX 78758

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Martin J. Elliott, PE, LEED AP
Professional Service Industries, Inc.
2600 Mc Hale, Suite 125.,
Austin, TX 78758

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of

Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

Professional Service Industries, Inc.

By _____

Printed Name: Martin J. Elliott, PE, LEED AP

Title: District Manager

Date: December 14, 2016

SUBSCRIBED and sworn to before me the undersigned authority by Martin J. Elliott the District Manager of **ENGINEER**, on behalf of said firm.

ARLENE M LOPEZ
My Notary ID # 129628009
Expires November 15, 2017

Notary Public in and for the
State of Texas

My commission expires: Nov. 15, 2017

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Professional Service Industries, Inc.
Name of Firm

Signature of Certifying Official

Martin J. Elliott, PE, LEED AP
Printed Name of Certifying Official

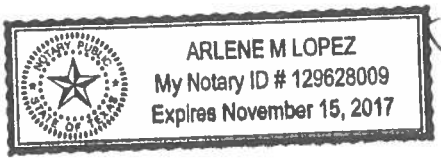
District Manager
Title of Certifying Official

December 14, 2016
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Martin J. Elliott the District Manager of Personal Service Industries, INC., on behalf of said firm.



Arlene M Lopez
Notary Public in and for the
State of Texas

My commission expires: Nov. 15, 2017

EXHIBIT B

ENGINEERING SERVICES

To provide engineering services for construction material testing and inspection for the Williamson County Sherriff's Office Training Center project; a 25,000 square foot one story industrial building, 841' masonry screen wall, and 2,760 square feet one story support building to be located at 8032 Chandler Road near Hutto, 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

1. Based on documents provided to PSI: Project Specifications Dated: 11-09-2016, Civil drawings Dated 11-09-2016, Structural Drawings Dated 11-09-2016, Project Geotechnical Report Dated 3-25-2016, and preliminary construction schedule provided by Mr. Bob Lubecker, project manager, with Williamson County Facilities via email dated 12/6/2016.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (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 _____.

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 _____ ____, 20_____. 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:

[Professional Service Industries, Inc.]

By:_____
Signature

Martin J. Elliott, PE, LEED AP
Printed Name

District Manager
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

EXHIBIT D

RATE SCHEDULE

psi Information To Build On
Engineering • Consulting • Testing

Construction Services – Austin, TX

SCHEDULE OF SERVICES AND FEES

Effective January 1st, 2016

SOILS

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

Moisture/Density Relationship of Soil (Proctor Test):		
a. ASTM D-698 (Standard)	Each	$ 185.00
b. ASTM D-1557 (Modified)	Each	$ 185.00
d. TEX-113-E (Base Materials)	Each	$ 185.00
c. TEX-114-E (Subgrade, Embankment, Backfill Materials)	Each	$ 185.00
Atterberg Limits Determination (PI)	Each	$ 65.00
Material Finer Than #200 Sieve (Wash/Dry)	Each	$ 65.00
Sieve Analysis	Each	$ 65.00
Unified Soil Classification	Each	$ 65.00
Sample Preparation	Each	$ 65.00
Comprehensive Moisture/Density Relationship of Soil, Atterberg Limits, Sieve Analysis, Material Finer Than #220 Sieve, Unified Soil Classification, Sample Preparation	Each	$ 535.00

Field testing of soils in accordance with ASTM or AASHTO procedures and project specifications.

Nuclear Density Test ASTM D2922	Each	$ 15.00
Moisture Content of Soil	Each	$ 5.00

CONCRETE and AGGREGATES

Laboratory testing of concrete, grout, mortar and aggregates, delivered to our laboratory, in accordance with ASTM or TEX procedures and project specifications.

Concrete Cylinders (Cured and/or Tested in Compression)	Each	$ 18.00
Trimming of Cylinders for ASTM Procedure (Contractor Made Only)	Each	$ 25.00
Sieve Analysis of Coarse Aggregates	Each	$ 75.00
Sieve Analysis of Fine Aggregates	Each	$ 75.00
Specific Gravity and Absorption	Each	$ 55.00
Bulk Density	Each	$ 50.00
Materials Finer than #200 Sieve (Decant)	Each	$ 65.00
Sand Equivalent	Each	$ 65.00
Organic Impurities in Fine Aggregate	Each	$ 65.00
Los Angeles Abrasion	Each	$ 225.00
Crushed Face Particle Count	Each	$ 75.00
Soundness of Aggregates (Magnesium or Sodium)	Each	$ 375.00

Field testing of concrete in accordance with ASTM procedures and project specifications.

Slump of Hydraulic Cement Concrete	Each	$ 6.00
Air Content of Freshly Concrete by the Pressure Method	Each	$ 6.00

Temperature of Freshly Mixed Portland-Cement Concrete	Each	$ 6.00
Unit Weight of Concrete	Each	$ 6.00

ASPHALT

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

Extraction and Gradation	Each	$ 215.00
Asphalt Coring (2" or 4" Diameter)	Per Core	$ 50.00
Thickness Determination of Asphalt Cores	Each	$ 15.00
Density Determination of Asphalt Cores (bulk density)	Each	$ 35.00
Specific Gravity (Rice Method)	Each	$ 105.00

MASONRY

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM Procedures and project specifications

Grout Prisms (Cured and/or Tested in Compression)	Each	$ 18.00
Mortar Cubes (Cured and/or Tested in Compression)	Each	$ 18.00

FIELD TESTING AND OBSERVATION SERVICES

Engineering Technician (minimum 4 hours) (To perform field density testing, field testing of concrete, slump, air content, temperature, unit weight, cast concrete cylinders, masonry testing, proof rolling observation, drilled piers, reinforcing steel, post tensioning placement and stressing, floor flatness, fireproofing, wood framing, and concrete batch plant observation)	Per Hour	$ 45.00
Asphalt Technician (minimum 4 hours) (To perform asphalt placement observation, extraction gradation, asphalt stability, maximum theoretical specific gravity, lab molded density, air void determination of cores)	Per Hour	$ 52.00
Structural Steel Technician (minimum 4 hours) (To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation)	Per Hour	$ 95.00
Geotechnical Engineer (Site visits, consultation, special reports)	Per Hour	$ 125.00
Registered Engineer (Site visits, consultation, special reports)	Per Hour	$ 138.00

MANAGEMENT/TECHNICAL SERVICES

Project Management services for contract administration, scheduling and supervision of personnel	Per Hour	$ 94.00
Report Preparation and Review	Per Report	$ 25.00
Project Setup fee	Each	$ 150.00
Letter of Conformance	Per Report	$ 375.00

EQUIPMENT

Daily Equipment Charge	Per Trip	$ 40.00
Lime depth checks/field gradations	Per Test	$ 45.00
Floor vapor emission test kits	Per Kit	$ 40.00
Concrete Coring Rig Charge	Per Day	$ 150.00
Asphalt Coring Rig Charge	Per Day	$ 150.00
Generator	Per Day	$ 75.00
Core hole patching	Per Hole	$ 15.00
Floor Flatness Equipment		
Up to 10,000sf	Each	$ 550.00
Over 10,000sf	Per SF	$ 0.06
UT Flaw Detector Machine	Per Day	$ 130.00
UT Couplant (minimum 1 pint)	Per Pint	$ 25.00
PT Cleaner (minimum 1 can)	Per Can	$ 25.00
PT Penetrant (minimum 1 can)	Per Can	$ 25.00
MT Equipment	Per Day	$ 85.00
MT Powder (minimum 1 lb)	Per Pound	$ 25.00
Vehicle Charge		
Minimum	Per Trip	$ 40.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
500 Dallas Street, Suite 1500
Houston, TX 77002
Attn: Houston.Certs@Marsh.com

905863-PSI-GAWUP-16-17

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Greenwich Insurance Company	22322
INSURER C : N/A	N/A
INSURER D : XL Specialty Insurance Company	37885
INSURER E : N/A	N/A
INSURER F :	

INSURED
PROFESSIONAL SERVICE INDUSTRIES, INC.
310 REGAL ROW, SUITE 500
DALLAS, TX 75247

COVERAGES **CERTIFICATE NUMBER:** HOU-002874808-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO5415693-03	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS [ ] SCHEDULED AUTOS X NON-OWNED AUTOS			RAD9437814	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001195 (AOS) RWR3001196 (WI)	10/01/2016 10/01/2016	10/01/2017 10/01/2017	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Williamson County Sheriff's Office Training Center
County, its directors, officers and employees are included as Additional Insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies) and granted a Waiver of Subrogation as required by written contract. This insurance (except Workers' Compensation and Professional Liability) is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER
Williamson County
Attn: Bob Lubecker, Project Manager
Williamson County Facilities
3101 S.E. Inner Loop
Georgetown, TX 78626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John Shahidi

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AGENCY CUSTOMER ID: 905863
LOC #: Houston

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh USA Inc.		PROFESSIONAL SERVICE INDUSTRIES, INC. 310 REGAL ROW, SUITE 500 DALLAS, TX 75247
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability:
Policy #: IPR0206920-01
Carrier: Steadfast Insurance Company - NAIC #26387
Effective Dates: 09/30/2016 to 09/30/2017
Limit: $4,293,600 Each Claim/Aggregate
SIR: $1,000,000

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Commissioners Court - Regular Session **41.**

Meeting Date: 01/10/2017

CR 110 Middle Donation

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 Donation Deed from SEDC DEVCO, Inc. for right of way needed on CR 110 Middle (Parcel 7M)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEDC Donation Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 09:57 AM
Final Approval Date: 01/05/2017		

Parcel 7M

DONATION DEED
County Road 110 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY 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 SEDC DEVCO, INC., a Texas corporation, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) or 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 Donate and by these presents do Donate, Grant, Bargain, and Convey unto WILLIAMSON COUNTY, TEXAS, all 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 0.164 acre (7,150 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7M**).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of November, 2016.

[signature page follows]

GRANTOR:

SEDC DEVCO, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of NOVEMBER, 2016 by John S. Lloyd, in the capacity and for the purposes and consideration recited therein.

KEVIN M. FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2018

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel : 7M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 7M

DESCRIPTION OF A 0.164 ACRE (7,150 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. (EXHIBIT A) BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015089800 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.164 ACRE (7,150 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" found, being the southeasterly corner of said 34.74 acre tract, same being the northeasterly corner of the remainder of that called 105.031 acre tract of land (Exhibit "A", Tract 2) conveyed to SEDC DEVCO, INC. by instrument recorded in Document No. 2013084234 of the Official Public Records of Williamson County, Texas, same being in the westerly boundary line of that called 36.00 acre tract of land conveyed to Double J Investments, L.P. by instrument recorded in Document No. 2006019846 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 36.00 acre tract, with the northerly boundary line of said remainder of the 105.031 acre tract, same being the southerly boundary line of said 34.74 acre tract, S 68°37'55" W for a distance of 2449.87 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10182052.86, E=3153820.71 TxSPC Zone 4203) set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 240+92.69, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said common boundary line, **S 68°37'55" W** for a distance of **25.91** feet to a 1/2" iron rod with plastic cap stamped "RJ SURVEYING" found in the existing easterly Right-of-Way (ROW) line of C.R.110 (variable width ROW), being the northwesterly corner of said remainder of the 105.031 acre tract, same being the southwesterly corner of said 34.74 acre tract, for the southwesterly corner of the herein described tract;

2) **THENCE,** departing said remainder of the 105.031 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 34.74 acre tract, **N 21°21'19" W** for a distance of **568.03** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 246+61.31, for the northerly corner of the herein described tract, and from which a 1/2" iron rod found for the northwesterly corner of said 34.74 acre tract, same being the southwesterly corner of the remainder of that called 190.50 acre tract of land conveyed to Stephen Lee Pritchard Family Trust and Nancy K. Pritchard Ohlendorf Family Trust by instrument recorded in Volume 1980, Page 972 of the Official Records of Williamson County, Texas, bears N 21°21'19" W at a distance of 48.06 feet;

THENCE, departing said existing easterly ROW line, through the interior of said 34.74 acre tract, the following two (2) courses:

3) along a curve to the left, having a delta angle of **01°02'47"**, a radius of **4932.00** feet, an arc length of **90.06** feet and a chord which bears **S 23°31'36" E** for a distance of **90.06** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Equation Station 245+71.25 back, 245+70.00 ahead, for a point of tangency;

4) **S 24°02'59" E** for a distance of **478.55** feet to the **POINT OF BEGINNING**, containing 0.164 acres (7,150 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 25 July 2016

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

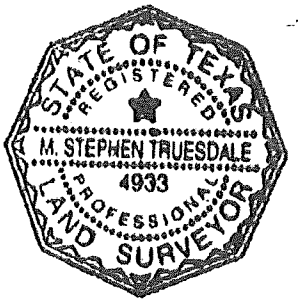


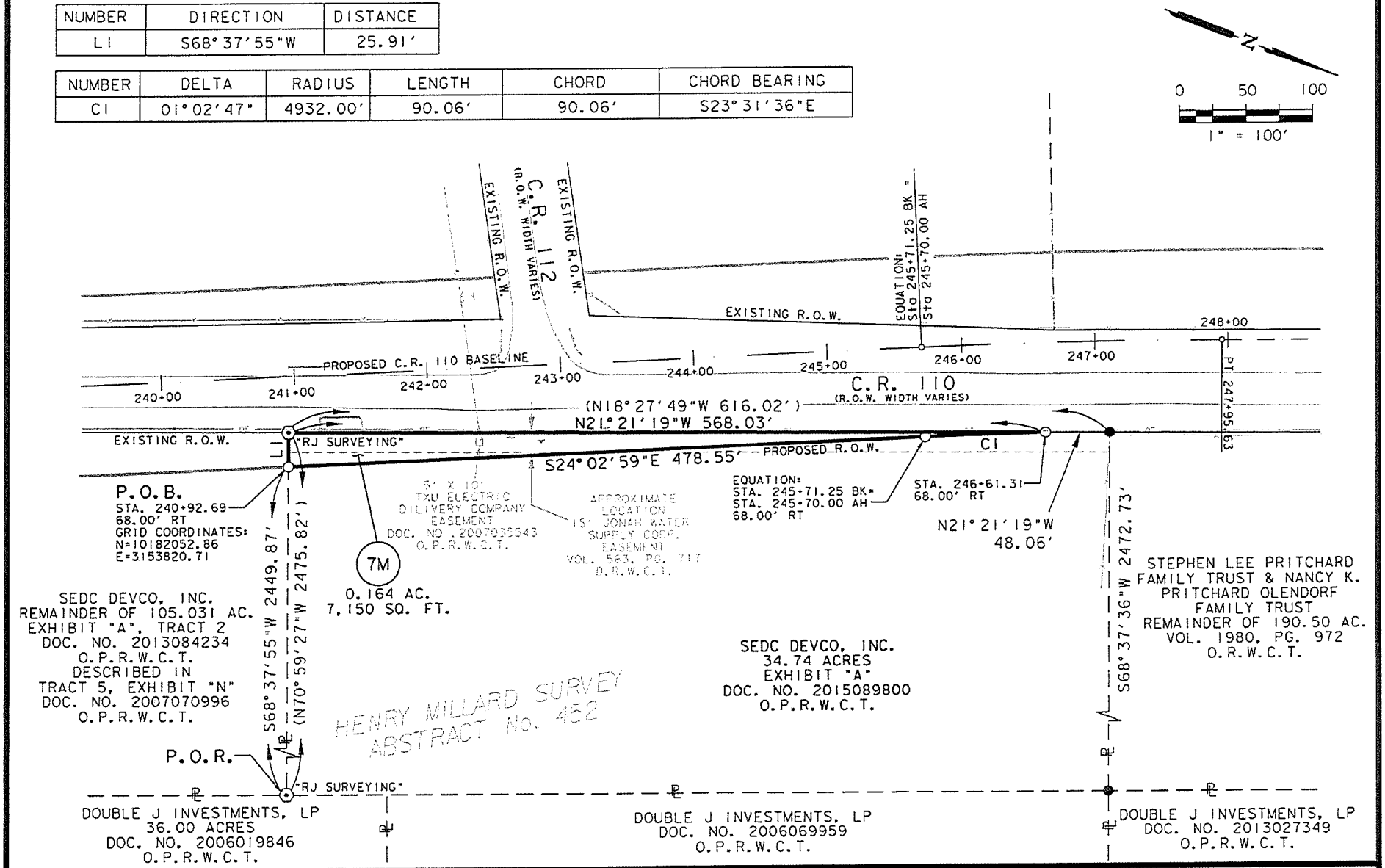
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/26/16
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	S68°37'55"W	25.91'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°02'47"	4932.00'	90.06'	90.06'	S23°31'36"E



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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 7M

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/26/16
PAGE 4 OF 4

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
⟋⟍	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608513-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 23, 2016, ISSUE DATE APRIL 1, 2016.

10A. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. RIGHT OF WAY AND ACCESS EASEMENT BY INSTRUMENT IN VOLUME 69, PAGE 608, VOLUME 70, PAGE 555 AND VOLUME 131, PAGE 131 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

C. EASEMENT GRANTED TO TXU ELECTRIC DELIVERY COMPANY BY INSTRUMENT IN DOCUMENT NO. 2007035543, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE.

F. INCLUSION WITHIN THE SIENA MUD NO. 2, SUBJECT TO.

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.

M. Stephen Truesdale 25 July 2016
DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	0.164	7,150
CALC/DEED AREA	34.74	1,513,274
REMAINDER AREA	34.58	1,506,124

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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 7M

Commissioners Court - Regular Session **42.**

Meeting Date: 01/10/2017

CR 110 Middle Drainage Easement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Drainage Easement from SEDC DEVCO, Inc. for right of way needed on CR 110 Middle (Parcel 7M)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEDC Drainage Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:00 AM
Final Approval Date: 01/05/2017		

DRAINAGE EASEMENT
County Road 110

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

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

> All of that certain 0.058 acre tract of land situated in the Henry Millard Survey, Abstract No. 452 in Williamson County, Texas; said tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 7M-E)**.

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

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

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

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

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

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

EXECUTED on this the 4th day of November, 2016.

[signature pages follow]

GRANTOR:

SEDC DEVCO, INC.,
a Texas corporation

By:_____
John S. Lloyd, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of NOVEMBER, 2016 by John S. Lloyd, in the capacity and for the purposes and consideration recited therein.

KEVIN M. FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2018

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel : 7M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 7M-E

DESCRIPTION OF A 0.058 ACRE (2,503 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT CALLED 34.74 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC. (EXHIBIT A) BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015089800OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.058 ACRE (2,503 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, for the northeasterly corner of the herein described tract (Grid Coordinates determined as N=10182150.43, E=3153777.17 TxSPC Zone 4203) set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 241+99.55 in the proposed easterly Right-of-Way (ROW) line of C.R. 110 (variable width ROW), for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R.110 Baseline Equation Station 245+71.25 BK = 245+70.00 AH bears N 24°02'59" W at a distance of 371.70 feet;

THENCE, departing said proposed easterly ROW line, through the interior of said 34.74 acre tract the following three (3) courses:

1) **N 65°57'01" E** for a distance of **25.00** feet to a calculated point, for the northeasterly corner of the herein described tract;

2) **S 24°02'59" E** for a distance of **100.12** feet to a calculated point, for the southeasterly corner of the herein described tract;

3) **S 65°57'01" W** for a distance of **25.00** feet to a calculated point in said proposed easterly ROW line, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R.110 Baseline Station 240+92.69 in the southerly boundary line of said 34.74 acre tract, same being the northerly boundary line of the remainder of that called 105.031 acre tract of land (Tract 2) conveyed to SEDC DEVCO, Inc. by instrument recorded in Document No. 2013084234 of the Official Public Records of Williamson County, Texas, bears S 24°02'59" E at a distance of 6.73 feet;

4) **THENCE** with said proposed easterly ROW line, **N 24°02'59" W** for a distance of **100.12** feet to the **POINT OF BEGINNING**, containing 0.058 acres (2,503 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

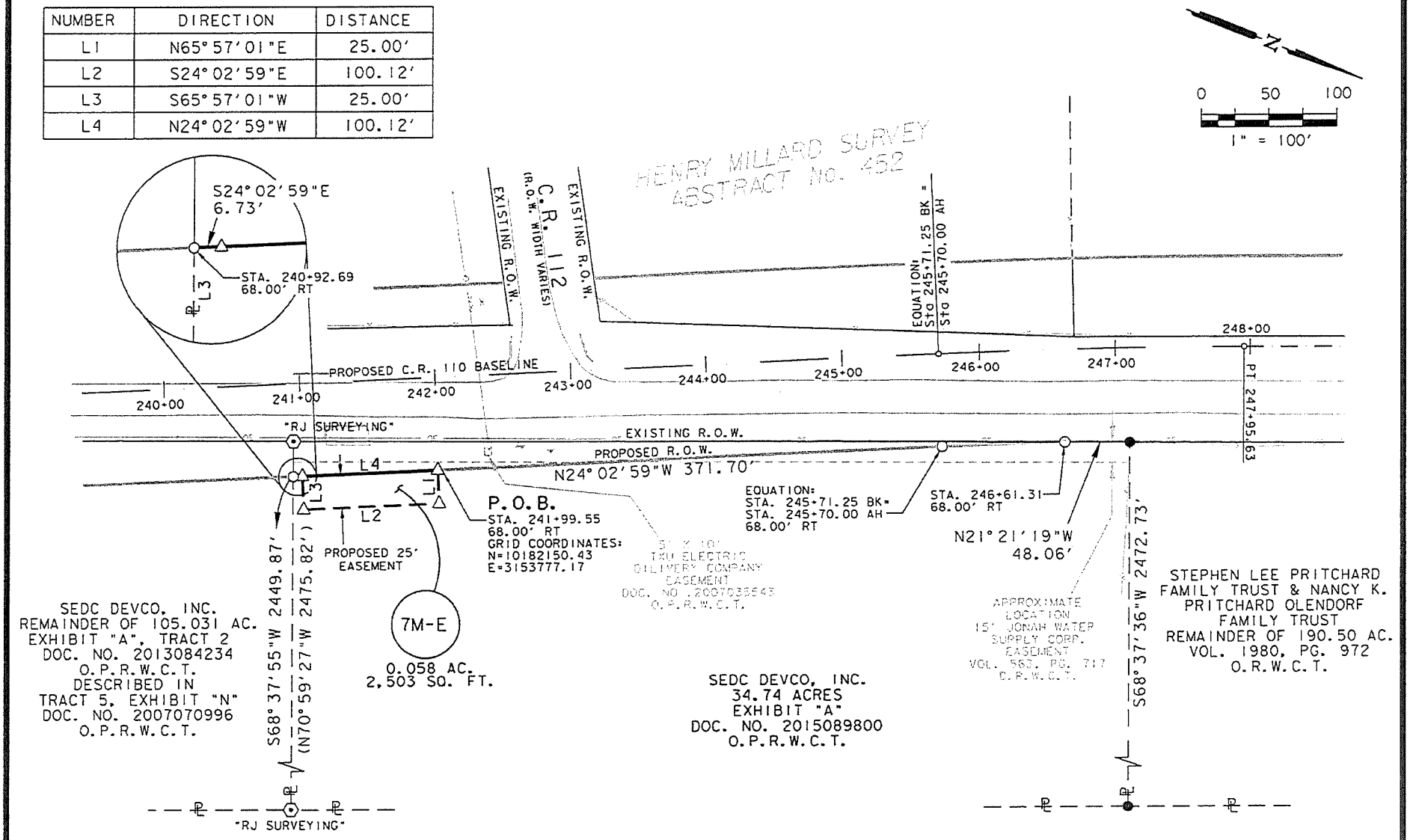
M. Stephen Truesdale — 25 July 2016
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 07/26/16
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N65°57'01"E	25.00'
L2	S24°02'59"E	100.12'
L3	S65°57'01"W	25.00'
L4	N24°02'59"W	100.12'



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PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 7M-E

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
ℙ	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 using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608513-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 23, 2016, ISSUE DATE APRIL 1, 2016.

10A. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. RIGHT OF WAY AND ACCESS EASEMENT BY INSTRUMENT IN VOLUME 69, PAGE 608, VOLUME 70, PAGE 555 AND VOLUME 131, PAGE 131 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

C. EASEMENT GRANTED TO TXU ELECTRIC DELIVERY COMPANY BY INSTRUMENT IN DOCUMENT NO. 2007035543, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE.

F. INCLUSION WITHIN THE SIENA MUD NO. 2, SUBJECT TO.

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.

M. Stephen Truesdale 25 Nov 2016
DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 7M-E

Commissioners Court - Regular Session **43.**

Meeting Date: 01/10/2017

CR 110 Middle Donation

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 Donation Deed from SEDC DEVCO, Inc., Jeff O'Jibway, David Stein, Jeremy Kruger, Daniel Thurman and Patrick Shelton for right of way needed on CR 110 Middle (Parcel 5M)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEDC Donation Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:03 AM
Final Approval Date: 01/05/2017		

Parcel 5M

DONATION DEED
County Road 110 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY 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 SEDC DEVCO, INC., a Texas corporation, JEFF P. O'JIBWAY, DAVID ANTHONY STEIN, JEREMY ADAM KRUGER, DANIEL T. THURMAN, and PATRICK MICHAEL SHELTON hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) or 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 Donate and by these presents do Donate, Grant, Bargain, and Convey unto WILLIAMSON COUNTY, TEXAS, all 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 1.176 acre (51,231 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5M**).

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 4th day of November, 2016.

[signature pages follow]

GRANTOR:

SEDC DEVCO, INC.,
a Texas corporation

By: _____
John S. Lloyd, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of NOVEMBER, 2016 by John S. Lloyd, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

KEVIN M. FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2018

GRANTOR:

Jeff P. O'Jibway

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 30th day of November, 2016 by Jeff P. O'Jibway, in the capacity and for the purposes and consideration recited therein.

NOTARY PUBLIC STATE OF TEXAS
TINA DELAKIS
My Notary ID # 130810513
Expires September 7, 2020

Notary Public, State of Texas

GRANTOR:

David A. Stein

David Anthony Stein

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by David Anthony Stein, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

GRANTOR:

Jeremy Adam Kruger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Jeremy Adam Kruger, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

GRANTOR:

Daniel T. Thurman

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Daniel T. Thurman, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

GRANTOR:

Patrick Michael Shelton

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Patrick Michael Shelton, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel: 5M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 5M

DESCRIPTION OF A 1.176 ACRE (51,233 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 105.031 ACRE TRACT OF LAND (EXHIBIT "A", TRACT 2) CONVEYED TO SEDC DEVCO, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 105.031 ACRE TRACT DESCRIBED AS TRACT 5, EXHIBIT "N" IN DOCUMENT NO. 2007070996 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CALLED 1.000 ACRE TRACT OF LAND OF WHICH A 1/6% INTEREST WAS CONVEYED TO 1) SEDC DEVCO, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014015727, 2) JEFF O'JIBWAY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098429, 3) DAVID ANTHONY STEIN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098431, 4) JEREMY ADAM KRUGER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098433, 5) DANIEL T. THURMAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098437 AND 6) PATRICK MICHAEL SHELTON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014015724 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.176 ACRE (51,233 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, being the northeasterly corner of that called 10.595 acre tract of land conveyed to Mustang Self Storage, LLC by instrument recorded in Document No. 2012082303 of the Official Public Records of Williamson County, Texas, same being an ell corner in the westerly boundary line of the remainder of said 105.031 acre tract;

THENCE, with the northerly boundary line of said 10.595 acre tract, same being the westerly boundary line of said remainder of the 105.031 acre tract, S 68°23'10" W for a distance of 587.00 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10181009.36, E=3154256.56 TxSPC Zone 4203) set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 229+64.56 in the proposed easterly Right-of-Way (ROW) line of said C.R. 110 (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** with said common boundary line, **S 68°23'10" W** at a distance of **32.51** feet, to a 1/2" iron rod with plastic cap stamped "Forest" found for an ell corner in the existing ROW line of C.R. 110 (variable width ROW), same being the northwesterly corner of said 10.595 acre tract;

2) **THENCE,** departing the northerly boundary line of said 10.595 acre tract, with common line of said existing ROW line, and said remainder of the 105.031 acre tract, **S 68°23'10" W** for a distance of **19.38** feet to a 1/2" iron rod with plastic cap stamped "RJ Surveying" found for an ell corner in said existing ROW line of C.R. 110, and said remainder of the 105.031 acre tract, for the southwesterly corner of the herein described tract;

3) **THENCE,** continuing with said common boundary line, **N 21°21'11" W** for a distance of **1130.94** feet to a 1/2" iron rod with plastic cap stamped "RJ Surveying" found, being the northwesterly corner of said remainder of the 105.031 acre tract, same being the southwesterly corner of that called 34.74 acre tract of land conveyed to SEDC DEVCO, Inc. by instrument recorded in Document No. 2015089800 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

4) **THENCE,** departing said existing easterly ROW line, with the northerly boundary line of said remainder of the 105.031 acre tract, same being the southerly boundary line of said 34.74 acre tract, **N 68°37'55" E** for a distance of **25.91** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 240+92.69, in said proposed ROW line, for the northeasterly corner of the herein described tract;

5) **THENCE,** departing the southerly boundary line of said 34.74 acre tract, with said proposed easterly ROW line, through the interior of said remainder of the 105.031 acre tract, **S 24°02'59" E** for a distance of **422.55** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R.110 Baseline Station 236+70.15, for a point of curvature to the right;

THENCE, continuing with said proposed easterly ROW line, through the interior of said remainder of the 105.031 acre tract and in part said 1.000 acre tract, the following four (4) courses:

6) along said curve to the right, having a delta angle of **00°12'32"**, a radius of **5068.00** feet, an arc length of **18.48** feet and a chord which bears **S 23°56'43" E** for a distance of **18.48** feet to a calculated point in the northerly boundary line of said 1.000 acre tract, and from which the calculated northwesterly corner of said 1.000 acre tract bears S 68°38'54" W at a distance of 24.25 feet and the calculated northeasterly corner of said 1.000 acre tract bears N 68°38'54" E at a distance of 326.75 feet;

7) continuing along said curve to the right, through the interior of said 1.000 acre tract, having a delta angle of **01°24'50"**, a radius of **5068.00** feet, an arc length of **125.07** feet and a chord which bears **S 23°08'02" E** for a distance of **125.06** feet to a calculated point in the southerly boundary line of said 1.000 acre tract, and from which a calculated angle point in said southerly boundary line of said 1.000 acre tract bears S 68°38'54" W at a distance of 3.14 feet and the calculated southeasterly corner of said 1.000 acre tract bears N 68°38'54" E at a distance of 322.86 feet;

8) departing said 1.000 acre tract, continuing through the interior of said remainder of 105.031 acre tract, along said curve to the right, having a delta angle of **01°00'53"**, a radius of **5068.00** feet, an arc length of **89.76** feet and a chord which bears **S 21°55'11" E** for a distance of **89.76** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 234+39.97, for a point of tangency;

9) **THENCE, S 21°24'44" E** for a distance of **475.41** feet to the **POINT OF BEGINNING**, containing 1.176 acres (51,233 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 29 AUG 2016

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

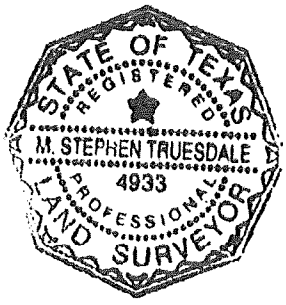


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 08/25/16
PAGE 3 OF 5

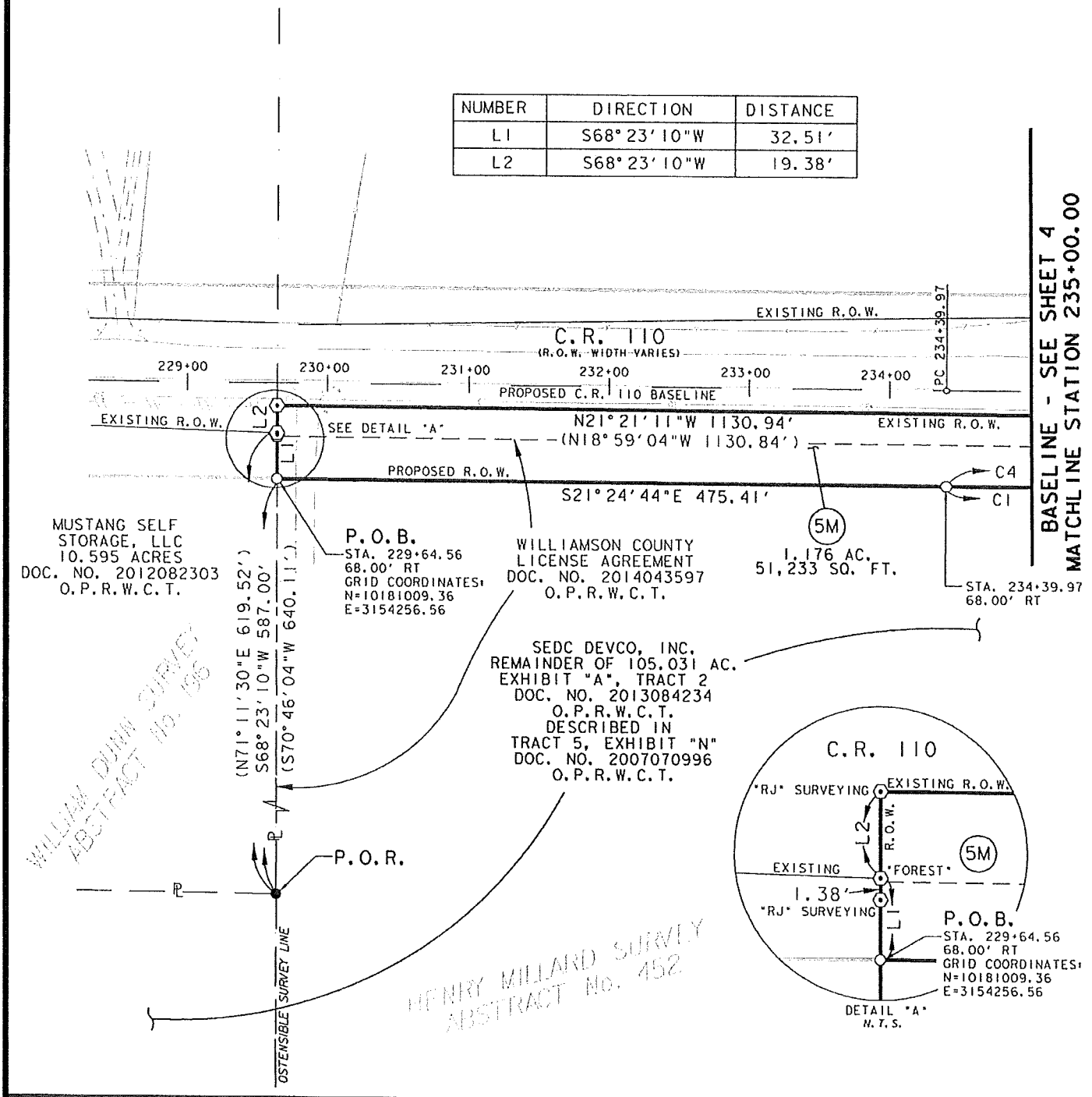
NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°38'15"	5068.00'	233.31'	233.28'	S22°43'52"E
C4	01°00'53"	5068.00'	89.76'	89.76'	S21°55'11"E

N

0 50 100

1" = 100'

NUMBER	DIRECTION	DISTANCE
L1	S68°23'10"W	32.51'
L2	S68°23'10"W	19.38'



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

SEDC DEVCO, INC.

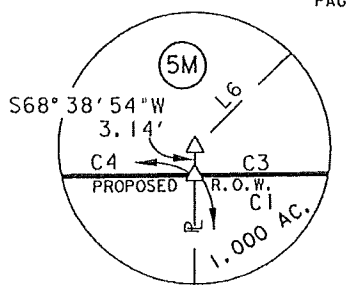
SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 5M

EXHIBIT "A"

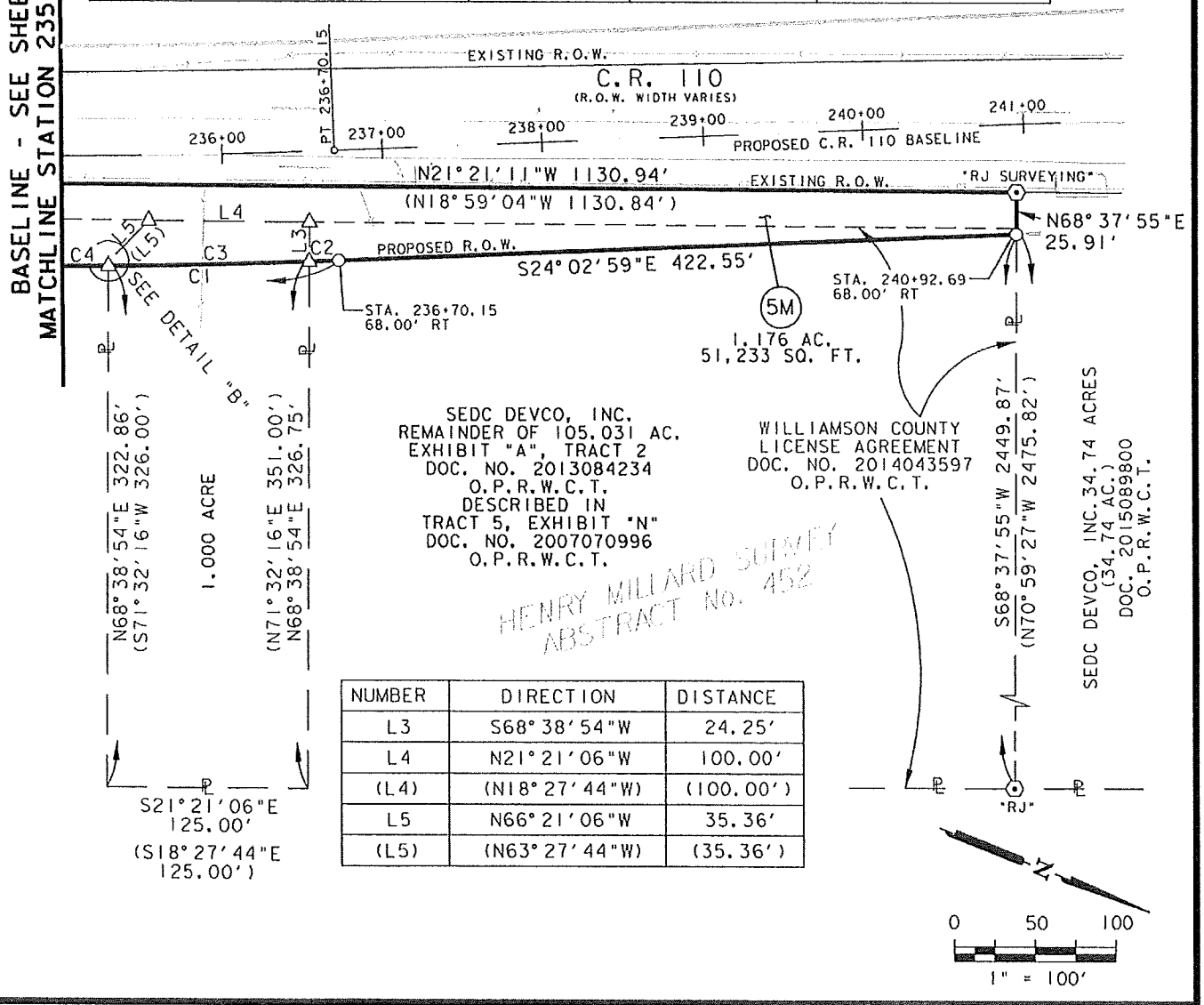
PLAT TO ACCOMPANY PARCEL DESCRIPTION

1.000 ACRE TRACT			
	INTEREST	OWNER	DOCUMENT NO.
1)	1/6	SEDC DEVCO, INC.	2014015727
2)	1/6	JEFF O'JIBWAY	2006098429
3)	1/6	DAVID ANTHONY STEIN	2006098431
4)	1/6	JEREMY ADAM KRUGER	2006098433
5)	1/6	DANIEL T. THURMAN	2006098437
6)	1/6	PATRICK MICHAEL SHELTON	2014015724



DETAIL "B"
N.T.S.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02° 38' 15"	5068.00'	233.31'	233.28'	S22° 43' 52"E
C2	00° 12' 32"	5068.00'	18.48'	18.48'	S23° 56' 43"E
C3	01° 24' 50"	5068.00'	125.07'	125.06'	S23° 08' 02"E
C4	01° 00' 53"	5068.00'	89.76'	89.76'	S21° 55' 11"E



NUMBER	DIRECTION	DISTANCE
L3	S68° 38' 54"W	24.25'
L4	N21° 21' 06"W	100.00'
(L4)	(N18° 27' 44"W)	(100.00')
L5	N66° 21' 06"W	35.36'
(L5)	(N63° 27' 44"W)	(35.36')

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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 5M

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
✱ FENCE CORNER POST FOUND	℞ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
✪ COTTON GIN SPINDLE FOUND	DENOTES COMMON OWNERSHIP
◉ ½" IRON PIPE FOUND UNLESS NOTED	P.O.B. POINT OF BEGINNING
× X CUT FOUND	P.O.R. POINT OF REFERENCE
▲ 60/D NAIL FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
○ ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)	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 using a combined surface adjustment factor of 1.00012.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608318-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 08, 2016, ISSUE DATE MARCH 16, 2016.

10G. INCLUSION WITHIN THE SIENA MUD NO. 1, DOES NOT AFFECT.

H. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 260, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 439, PAGE 26, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

L. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 718, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

M. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT IN VOLUME 852, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THOSE CERTAIN DEEDS RECORDED UNDER DOCUMENT NO(S). 2006098429, 2006098431, 2006098433, 2006098435 AND 2006098437, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

O. EASEMENT GRANTED TO HUTTO INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT IN DOCUMENT NO. 2008059325, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS BY INSTRUMENT IN DOCUMENT NO. 2011070505, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. TERMS, CONDTIONS AND STIPULATIONS IN THE AGREEMENT RECORDED IN VOLUME 533, PAGE 317, OF THE DEEDS RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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.

M. Stephen Truesdale 29 AUG 2016

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	1.176	51,233
CALC/DEED AREA	101.61+-	4,426,132
REMAINDER AREA	101.43+-	4,374,899

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 5M

Commissioners Court - Regular Session **44.**

Meeting Date: 01/10/2017

CR 110 Middle Drainage Easement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Drainage Easement from SEDC DEVCO, Inc., Jeff O'Jibway, David Stein, Jeremy Kruger, Daniel Thurman and Patrick Shelton for right of way needed on CR 110 Middle (Parcel 5M)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEDC Drainage Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:06 AM
Final Approval Date: 01/05/2017		

DRAINAGE EASEMENT
County Road 110

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That SEDC DEVCO, INC., a Texas corporation, JEFF P. O'JIBWAY, DAVID ANTHONY STEIN, JEREMY ADAM KRUGER, DANIEL T. THURMAN, and PATRICK MICHAEL SHELTON, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual drainage easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.199 acre tract of land situated in the Henry Millard Survey, Abstract No. 452 in Williamson County, Texas; said tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 5M-E)**.

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

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

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

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

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

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

EXECUTED on this the 4 day of NOVEMBER, 2016.

[signature pages follow]

GRANTOR:

SEDC DEVCO, INC.,
a Texas corporation

By:_____
John S. Lloyd, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 4 day of NOVEMBER, 2016 by John S. Lloyd, in the capacity and for the purposes and consideration recited therein.

KEVIN M. FLAHIVE
NOTARY PUBLIC
ID# 12978191-2
State of Texas
Comm. Exp. 04-11-2018

_____
Notary Public, State of Texas

GRANTOR:

Jeff P. O'Jibway

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 30th day of November, 2016 by Jeff P. O'Jibway, in the capacity and for the purposes and consideration recited therein.

TINA DELAKIS
My Notary ID # 130810513
Expires September 7, 2020

Notary Public, State of Texas

GRANTOR:

David Anthony Stein

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by David Anthony Stein, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

GRANTOR:

Jeremy Adam Kruger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Jeremy Adam Kruger, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

GRANTOR:

Daniel T. Thurman

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Davis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Daniel T. Thurman, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

GRANTOR:

Patrick Michael Shelton

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of November, 2016 by Patrick Michael Shelton, in the capacity and for the purposes and consideration recited therein.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC
ID# 1159336-8
State of Texas
Comm. Exp. 08-01-2019

Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT B

County: Williamson
Parcel : 5M-E
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 5M-E

DESCRIPTION OF A 0.199 ACRE (8,652 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 105.031 ACRE TRACT OF LAND (EXHIBIT "A", TRACT 2) CONVEYED TO SEDC DEVCO, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 105.031 ACRE TRACT DESCRIBED IN TRACT 5, EXHIBIT "N" OF DOCUMENT NO. 2007070996 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CALLED 1.000 ACRE TRACT OF LAND OF WHICH A 1/6% INTEREST WAS CONVEYED TO 1) SEDC DEVCO, INC. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014015727, 2) JEFF O'JIBWAY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098429, 3) DAVID ANTHONY STEIN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098431, 4) JEREMY ADAM KRUGER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098433, 5) DANIEL T. THURMAN BY INSTRUMENT RECORDED IN DOCUMENT NO. 2006098437 AND 6) PATRICK MICHAEL SHELTON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2014015724 ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.199 ACRE (8,652 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 110 (variable width ROW), (Grid Coordinates determined as N=10181736.40, E=3153961.93 TxSPC Zone 4203) set 68.00 feet right of proposed C.R. 110 Baseline Station 237+46.11 for the northwesterly corner of the herein described tract, and from which a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 240+92.69 in said proposed easterly ROW line, being in the northerly boundary line of said remainder of 105.031 acre tract, same being the southerly boundary line of that called 34.74 acre tract of land conveyed to said SEDC DEVCO, Inc. by instrument recorded in Document No. 2015089800 of the Official Public Records of Williamson County, Texas bears N 24°02'59" W at a distance of 346.58 feet;

THENCE, departing said proposed easterly ROW line, through the interior of said remainder of the 105.031 acre tract, the following three (3) courses:

1) **N 65°57'01" E** for a distance of **45.00** feet to a calculated point for the northeasterly corner of the herein described tract;

2) **S 24°02'59" E** for a distance of **75.96** feet to a calculated point of curvature to the right;

3) along said curve to the right, having a delta angle of **00°13'51"**, a radius of **5113.00** feet, an arc length of **20.60** feet and a chord which bears **S 23°56'04" E** for a distance of **20.60** feet to a calculated point in the northerly boundary line of said 1.000 acre tract, and from which the calculated northeasterly corner of said 1.000 acre tract bears N 68°38'54" E at a distance of 281.71 feet;

THENCE, departing said remainder of 105.031 acre tract, through the interior of said 1.000 acre tract, the following two (2) courses:

4) continuing along said curve to the right, having a delta angle of **01°04'37"**, a radius of **5113.00** feet, an arc length of **96.12** feet and a chord which bears **S 23°16'50" E** for a distance of **96.11** feet to the calculated southeasterly corner of the herein described tract;

5) **S 66°58'41" W** for a distance of **45.00** feet to a calculated point in said proposed easterly ROW line, for the southwesterly corner of the herein described tract, and from which the calculated intersection of said proposed easterly ROW line with the southerly boundary line of said 1.000 acre tract bears along a curve to the right, having a delta angle of 00°18'45", a radius of 5068.00 feet, an arc length of 27.64 feet and a chord which bears S 22°35'00" E at a distance of 27.64 feet;

6) **THENCE,** with said proposed easterly ROW line, continuing through the interior of said 1.000 acre tract, along a curve to the left having a delta angle of **01°06'05"**, a radius of **5068.00** feet, an arc length of **97.43** feet and a chord which bears **N 23°17'25" W** for a distance of **97.43** feet to a calculated point in the northerly boundary line of said 1.000 acre tract;

THENCE, departing said 1.000 acre tract, through the interior of said remainder of the 105.031 acre tract, with said proposed easterly ROW line the following two (2) courses:

7) continuing along said curve to the left, having a delta angle of **00°12'32"**, a radius of **5068.00** feet, an arc length of **18.48** feet and a chord which bears **N 23°56'43" W** for a distance of **18.48** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed County Road (C.R.) 110 Baseline Station 236+70.15, for a point of tangency;

8) **N 24°02'59" W** for a distance of **75.96** feet to the **POINT OF BEGINNING**, containing 0.199 acres (8,652 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 29 AUG 2016

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

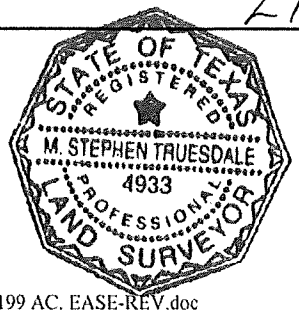


EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

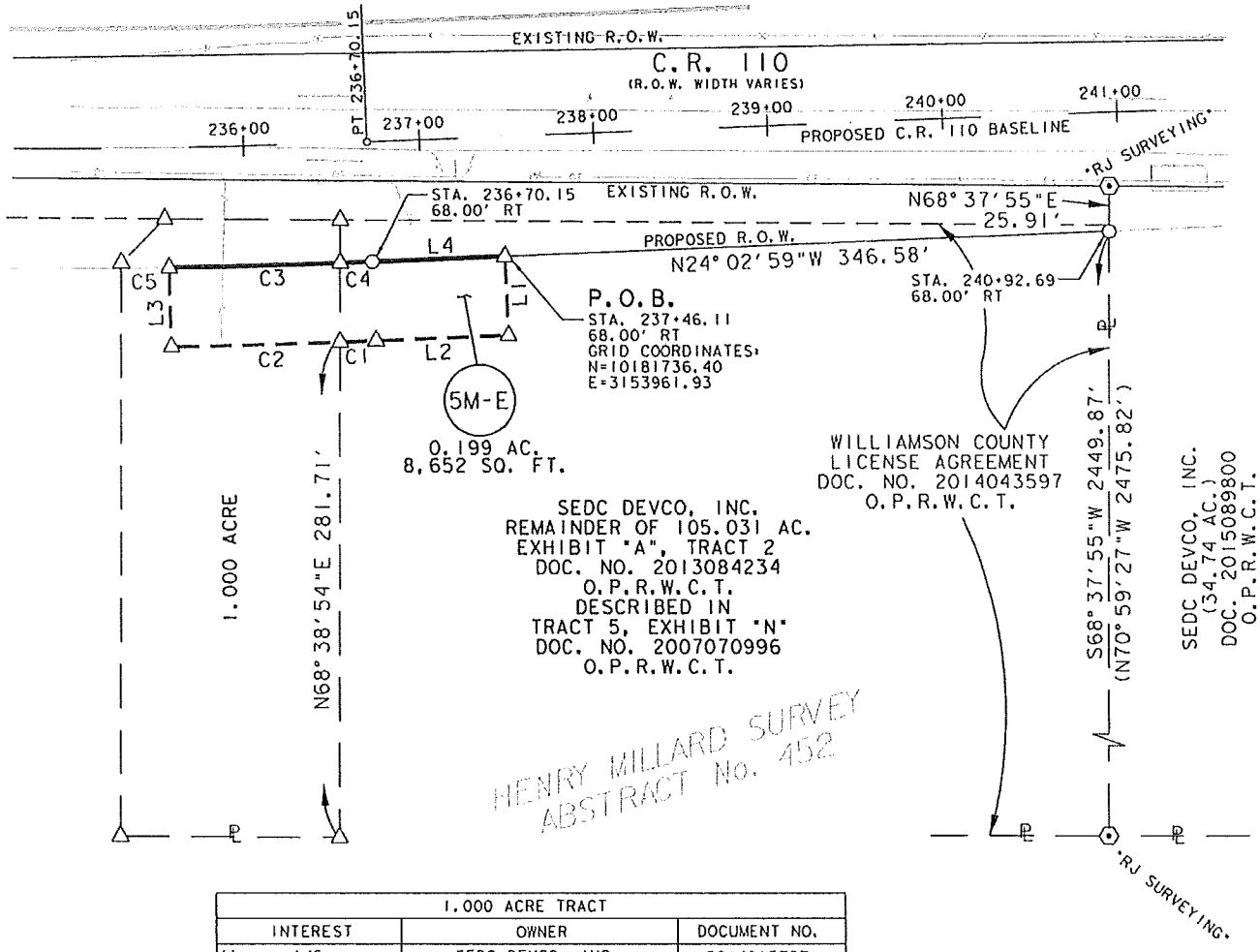
NUMBER	DIRECTION	DISTANCE
L1	N65°57'01"E	45.00'
L2	S24°02'59"E	75.96'
L3	S66°58'41"W	45.00'
L4	N24°02'59"W	75.96'

N

0 50 100

1" = 100'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°13'51"	5113.00'	20.60'	20.60'	S23°56'04"E
C2	01°04'37"	5113.00'	96.12'	96.11'	S23°16'50"E
C3	01°06'05"	5068.00'	97.43'	97.43'	N23°17'25"W
C4	00°12'32"	5068.00'	18.48'	18.48'	N23°56'43"W
C5	00°18'45"	5068.00'	27.64'	27.64'	S22°35'00"E



1.000 ACRE TRACT			
	INTEREST	OWNER	DOCUMENT NO.
1)	1/6	SEDC DEVCO, INC.	2014015727
2)	1/6	JEFF O'JIBWAY	2006098429
3)	1/6	DAVID ANTHONY STEIN	2006098431
4)	1/6	JEREMY ADAM KRUGER	2006098433
5)	1/6	DANIEL T. THURMAN	2006098437
6)	1/6	PATRICK MICHAEL SHELTON	2014015724

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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 5M-E

EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℞	PROPERTY LINE
●	½" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	½" IRON ROD FOUND W/PLASTIC CAP	⌐/⌐	LINE BREAK
✪	COTTON GIN SPINDLE FOUND	⌇	DENOTES COMMON OWNERSHIP
◉	½" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)	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 using a combined surface adjustment factor of 1.00012.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608318-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 08, 2016, ISSUE DATE MARCH 16, 2016.

10G. INCLUSION WITHIN THE SIENA MUD NO. 1, DOES NOT AFFECT.

H. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO IF APPLICABLE.

I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 304, PAGE 260, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 439, PAGE 26, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT IN VOLUME 563, PAGE 717, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

L. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 718, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION, CANNOT BE LOCATED.

M. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENT IN VOLUME 852, PAGE 92, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. TERMS, CONDITIONS AND STIPULATIONS AS SET FORTH IN THOSE CERTAIN DEEDS RECORDED UNDER DOCUMENT NO(S). 2006098429, 2006098431, 2006098433, 2006098435 AND 2006098437, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

O. EASEMENT GRANTED TO HUTTO INDEPENDENT SCHOOL DISTRICT BY INSTRUMENT IN DOCUMENT NO. 2008059325, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

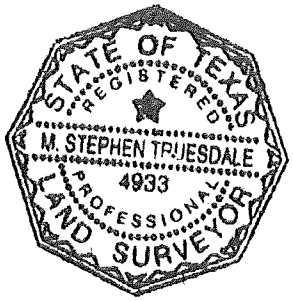
P. EASEMENT GRANTED TO CITY OF ROUND ROCK, TEXAS BY INSTRUMENT IN DOCUMENT NO. 2011070505, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. TERMS, CONDTIONS AND STIPULATIONS IN THE AGREEMENT RECORDED IN VOLUME 533, PAGE 317, OF THE DEEDS RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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.

M. Stephen Truesdale 29 AUG 2016

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681



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

SEDC DEVCO, INC.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 5M-E

Commissioners Court - Regular Session **45.**

Meeting Date: 01/10/2017

CR 305 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 Michael Sladecek, Steven Sladecek, James Sladecek, Susan Sladecek Vecera, Anton C. Sladecek and the Donald P. Sladecek Management Trust for right of way needed on CR 305. (Parcel 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sladecek Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:08 AM
Final Approval Date: 01/05/2017		

REAL ESTATE CONTRACT
CR 305 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by MICHAEL SLADECEK, STEVEN SLADECEK, JAMES SLADECEK, SUSAN SLADECEK VECERA, ANTON C. SLADECEK, and THE DONALD P. SLADECEK MANAGEMENT TRUST (referred to in this Contract collectively 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 2.301 acres (100,218 Sq. Ft.) parcel of land, situated in the R. Lile Survey, Abstract No. 391, Williamson County, Texas, and being a portion of a called 37.3 acre tract of land referenced in an Executor's Deed to Michael Sladecek, et al, recorded in Document No. 2014048478 of the Official Public Records of Williamson County, Texas. Said 2.301 acres parcel being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

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 or cost of cure for the remaining property of Seller, shall be the sum of EIGHTY ONE THOUSAND FIVE HUNDRED SEVENTY and 00/100 Dollars ($81,570.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title of Texas - Georgetown, 800 S. Austin Ave. Georgetown, Texas 78626, on or before February 10, 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.

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature pages follow]

SELLER:

Michael Sladecek

Michael Sladecek

Date: 12-23-16

Address: 14 Triton
Belton, Tx. 76513

Steven R. Sladecek

Steven Sladecek

Date: 12-23-16

Address: 17825 Hwy 95
Holland TX 7653

James A Sladecek

James Sladecek

Date: 12-23-16

Address: 206 Fawn Dr
Hol, TX 76534

Susan Sladecek Vecera

Susan Sladecek Vecera

Date: 12-23-16

Address: 3650 Old Plum Hwy
Labrange, TX
78945

Anton Sladecek By Guardian Michael Sladecek

Michael Sladecek, as Guardian of
Person and Estate of Anton C. Sladecek

Date: 12-23-16

Address: 14 Triton
Belton Tx 76513

Susan Sladecek Vecera
Susan Sladecek Vecera, as trustee of the Trustee
Donald P. Sladecek Management Trust

Address: 3650 Old Plum Hwy
LaGrange, TX
78945

Date: 12-23-16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

Commissioners Court - Regular Session **46.**

Meeting Date: 01/10/2017

CR 101 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 Edna W. Schiller, Sharon S. Beran and Boyd Wayne Schiller for right of way needed on CR 101. (Parcel 16)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schiller Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:10 AM
Final Approval Date: 01/05/2017		

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 16

THIS REAL ESTATE CONTRACT ("Contract") is made by EDNA W. SCHILLER, SHARON S. BERAN and BOYD WAYNE SCHILLER (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 0.038 acre (1,675 Sq. Ft.) tract of land in the Patrick O'Doughterty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 16**)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FIVE THOUSAND and 00/100 Dollars ($5,000.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 15th, 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.

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:

Edna W. Schiller by Sharon Beran
Edna W. Schiller

Address: 5400 CR 101
Taylor, TX 76574

Date: 12-30-2016

Sharon S. Beran
Sharon S. Beran

Address: 1300 CR 101
Hutto, TX 78634

Date: 12-30-2016

Boyd Wayne Schiller
Boyd Wayne Schiller

Address: 5400 CR 101
Taylor, TX 76574

Date: 12-30-2016

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: 16
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 16

METES & BOUNDS DESCRIPTION FOR A 0.038 ACRE (1,675 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PATRICK O. DAUGHERTY SURVEY, ABSTRACT NO. 184, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 169 FEET BY 325 FEET (FIRST TRACT) AND A 146 FEET BY 325 FEET (SECOND TRACT) AS CONVEYED TO SHARON S. BERAN AND BOYD WAYNE SCHILLER BY DEED OF GIFT RECORDED IN DOCUMENT NUMBER 9623016 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.038 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod found at the southwest corner of the above described Beran & Schiller tract, at an inside corner of a 17.44-acre tract as conveyed to Paul J. Anderson by warranty deed with vendor's lien recorded in Document Number 2001082527 of the Official Public Records of Williamson County, Texas; Thence with the south line of said Beran & Schiller tract and the north line of said Anderson tract, N 70°18'48" E a distance of 312.16 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,184,121.10, E: 3,190,161.97) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 53.52 feet left of County Road 101 baseline station 91+58.11;

THENCE, leaving the north line of said Anderson tract, over and across the above described Beran & Schiller tract, **N 18°06'35" W** a distance of **241.97** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the west right-of-way line of said County Road 101 (width varies), on the east line of said Beran & Schiller tract, for the north corner of the herein described tract, 47.34 feet left of County Road 101 baseline station 94+00.00;

THENCE, with the west right-of-way line of said County Road 101, **S 21°23'22" E** a distance of **241.99** feet to a calculated point at the common east corner of said Beran & Schiller tract and said Anderson tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way of said County Road 101, bears S 18°14'48" E, a distance of 198.72 feet;

THENCE, with the south line of said Beran & Schiller tract and the north line of said Anderson tract, **S 70°18'48" W** a distance of **13.85** feet to a the **POINT OF BEGINNING** and containing 0.038 acre (1,675 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.

Jon O. Nobles

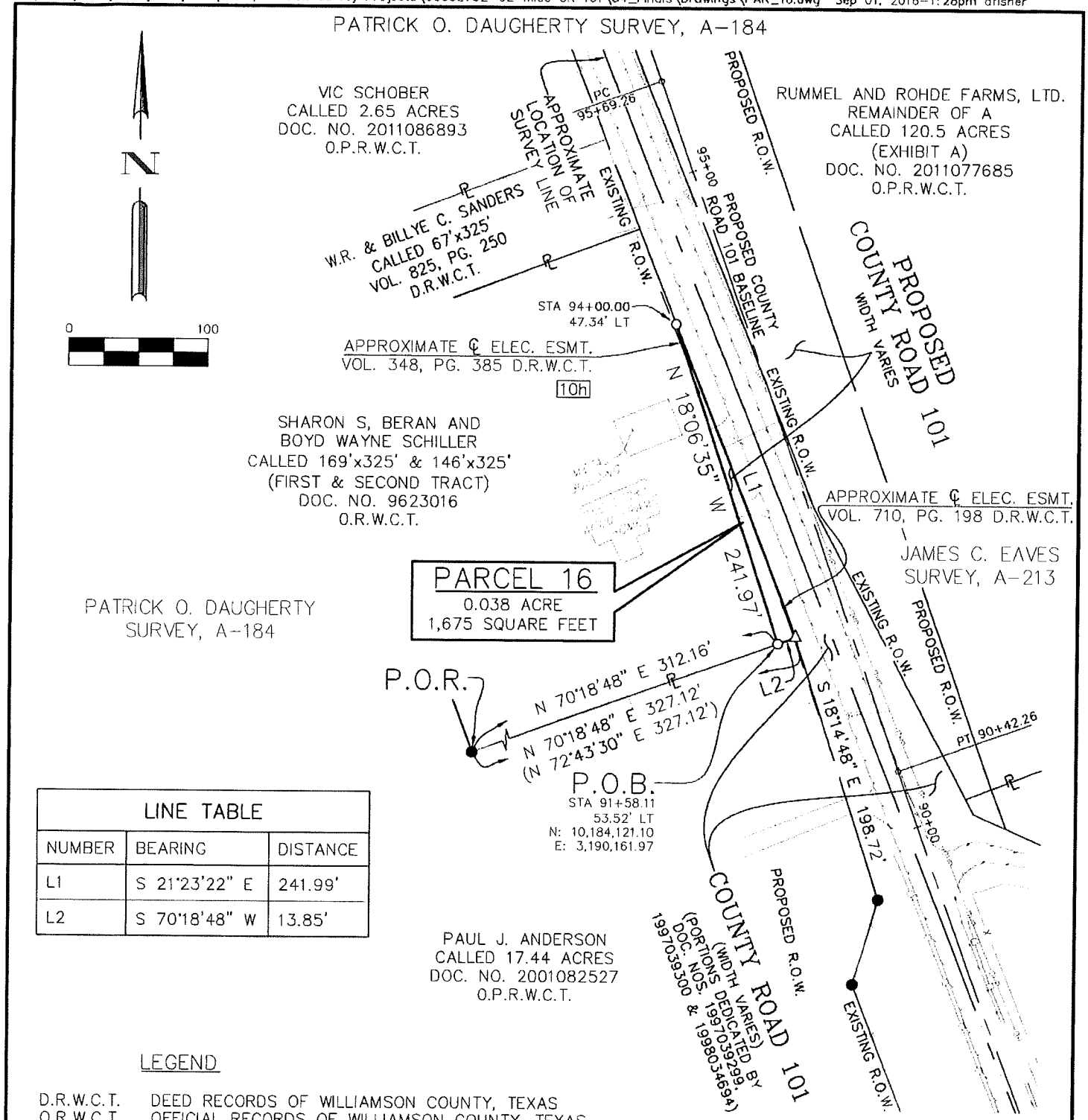
9/9/2016

Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date

Client: Williamson County
Date: September 1, 2016
Job No: 2792-02

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_16.dwg Sep 01, 2016-1:28pm dfisher



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°23'22" E	241.99'
L2	S 70°18'48" W	13.85'

LEGEND

D.R.W.C.T.	DEED 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
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
—/—	LINE BREAK
℄	PROPERTY LINE
( )	RECORD INFORMATION FROM DOC. NO. 2001082527
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
—OHP—	OVERHEAD POWER
—x—	BARBED WIRE FENCE
—o—	CHAIN LINK FENCE
—G—	GUARDRAIL
—A—	EDGE OF ASPHALT

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No 10106502

Copyright 2016

PARCEL PLAT
SHOWING PARCEL 16
0.038 ACRE (1,675 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	09/01/2016	3 of 4

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622744-GTN, DATED EFFECTIVE JULY 01, 2016 AND ISSUED ON JULY 13, 2016.

10e. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10f. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 189, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10g. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 335, PAGE 31, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10h. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 348, PAGE 385, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10i. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 335, PAGE 254, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10j. PIPE LINE(S) EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 563, PAGE 713, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.

JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No 10106502

Copyright 2016

PARCEL PLAT
SHOWING PARCEL 16
0.038 ACRE (1,675 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	09/01/2016	4 of 4

EXHIBIT "B"

Parcel 16

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 EDNA W. SCHILLER, SHARON S. BERAN and BOYD WAYNE SCHILLER, 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 0.038 acre (1,675 Sq. Ft.) tract of land in the Patrick O'Dougherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 16**)

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 ___ day of _____, 2017.

[signature pages follow]

GRANTOR:

_____
Edna W. Schiller

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Edna W. Schiller, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Sharon S. Beran

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Sharon S. Beran, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Boyd Wayne Schiller

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2017 by Boyd Wayne Schiller, 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:

Meeting Date: 01/10/2017

CR 101 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 Charlotte Lyn Davis for right of way needed on CR 101. (Parcel 49)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Davis Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:12 AM
Final Approval Date: 01/05/2017		

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 49

THIS REAL ESTATE CONTRACT ("Contract") is made by CHARLOTTE LYN DAVIS (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 0.847 acre (36,903 Sq. Ft.) tract of land in the Silas Palmer Survey, Abstract No. 199, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 49**)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOURTEEN THOUSAND and 00/100 Dollars ($14,000.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 15th, 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.

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:

Charlotte Lyn Davis Address: 11020 Lake Whitney Dr.
Temple, TX 76502
Charlotte Lyn Davis

Date: 12/15/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 49

PROPERTY DESCRIPTION FOR
PARCEL 49

DESCRIPTION OF A 0.847 ACRE (36,903 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SILAS PALMER SURVEY, ABSTRACT NO. 199, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 50 ACRE TRACT OF LAND (FIRST TRACT) CONVEYED TO CHARLOTTE LYN DAVIS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000014961 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.847 ACRE (36,903 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod with plastic cap stamped "1433" found, being the southeasterly corner of that called 30 acre tract of land conveyed to Jerry Wayne and Linda Roznovak by instrument recorded in Volume 352, Page 98 of the Deed Records of Williamson County, Texas, and in Document No. 2006083935 of the Official Public Records of Williamson County Texas, same being the northeasterly corner of said remainder of the 50 acre tract,

Thence, with the common boundary line of said 30 acre tract and said remainder of the 50 acre tract, S 68°29'57" W for a distance of 2246.06 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road (C.R.) 101 baseline station 212+32.20, having grid coordinates of N =10,195,431.06 E =3,186,035.47, in the proposed easterly Right of Way (ROW) line of C.R. 101 (variable width ROW), for the northeasterly corner of and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 30 acre tract, through the interior of said remainder of 50 acre tract, with said proposed ROW line, the following two (2) courses:

1. **S 21°15'00" E** for a distance of **908.38** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 203+24.65, for an angle point;

2. **S 66°15'00" E** for a distance of **62.90** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 104.92 feet right of proposed C.R. 101 baseline station 202+80.62, in the existing northerly ROW line of Chandler Road (variable width ROW), same being the southerly boundary line of said remainder of 50 acre tract, for the southeasterly corner of the herein described tract, and from which an iron rod with plastic surveyors cap stamped "DIAMOND SURVEYING" found, being an ell corner in said northerly ROW line of Chandler Road, same being an ell corner in the southerly boundary line of said remainder of 50 acre tract, bears N 68°27'55" E, at a distance of 278.64 feet, a calculated point of curvature to the left, and along said curve having a delta angle of 07°58'28", a radius of 1905.00 feet, an arc length of 265.21 feet and a chord which bears N 60°19'36" E at a distance of 265.00 feet;

3. **THENCE,** departing said proposed ROW line, with said existing northerly ROW line, **S 68°27'55" W** for a distance of **30.67** feet to a 1/2" iron rod in concrete with plastic cap stamped "RPLS 4249" found, for the southwesterly corner of said remainder of 50 acre tract and the herein described tract;

4. **THENCE,** with the common boundary line of said remainder of 50 acre tract and said existing northerly ROW line, **N 66°22'29" W** for a distance of **73.63** feet to an iron rod with plastic surveyors cap stamped "Diamond Surveying" found, for an angle point in the westerly boundary line of said remainder of 50 acre tract, same being in the existing easterly ROW line of C.R. 101 (ROW width varies);

5. **THENCE,** with the common boundary line of said remainder of 50 acre tract and said existing easterly ROW line, **N 21°20'56" W,** for a distance of **900.89** feet to a 5/8" pipe found, being the northwesterly corner of said remainder of 50 acre tract, same being the southwesterly corner of said 30 acre tract, for the northwesterly corner of the herein described tract;

6. **THENCE,** departing said existing ROW line, with the common boundary line of said remainder of 50 acre tract and said 30 acre tract, **N 68°29'57" E** for a distance of **39.93** feet to the **POINT OF BEGINNING,** containing 0.847 acres (36,903 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

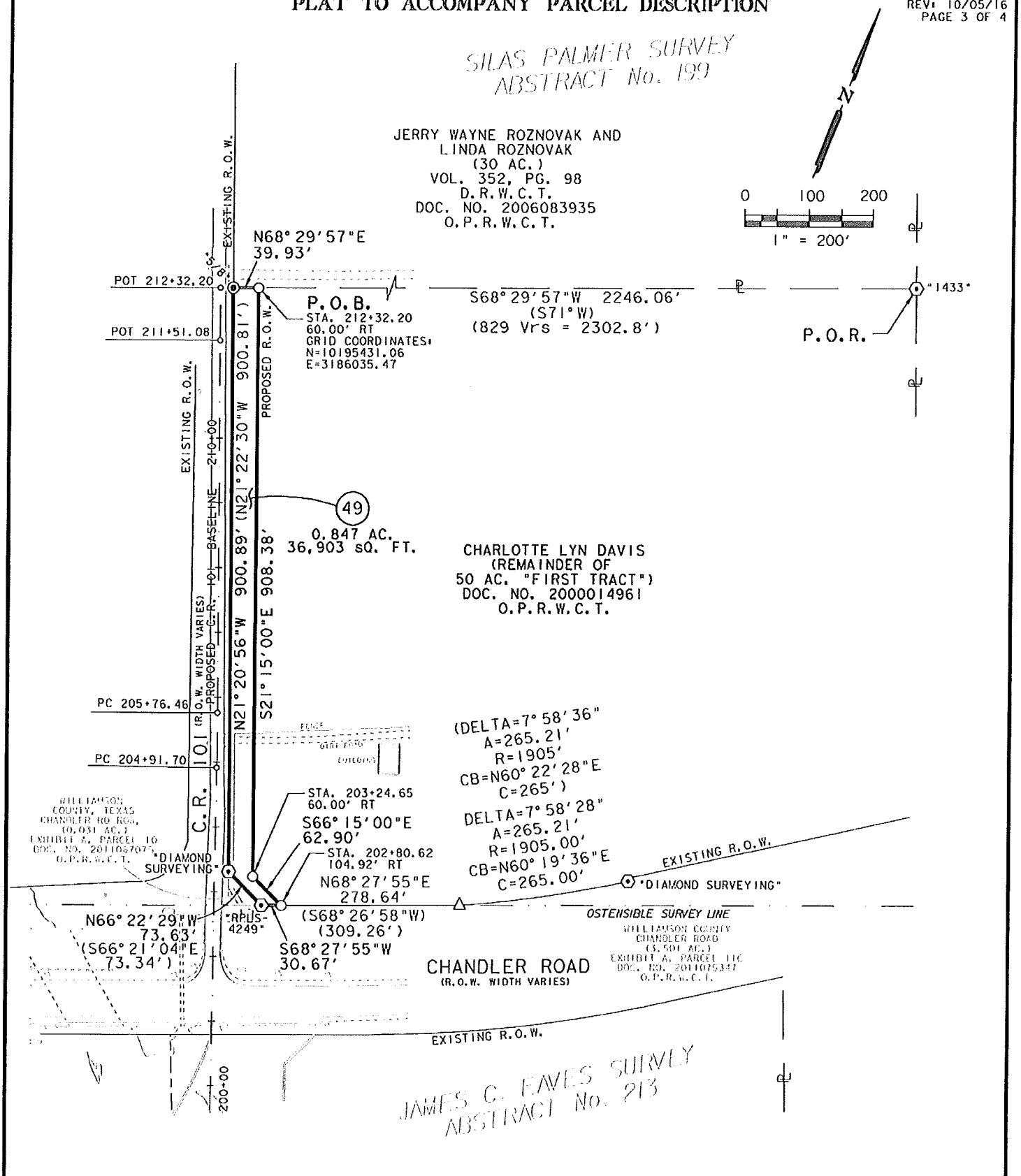
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/05/16
PAGE 3 OF 4



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 CHARLOTTE LYN DAVIS	PARCEL 49
SCALE 1" = 200'	PROJECT CR 101	COUNTY WILLIAMSON

S:*BROWN&GAY\CR101\PARCELS\PARCEL 49-DAVIS\DAVIS-REV.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
❶	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. 1622991-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 1, 2016, ISSUE DATE AUGUST 10, 2016.

10E. EASEMENT TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 238, PAGE 191, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 308, PAGE 64, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 1033, PAGE 150, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9665888, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I. EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY, RECORDED IN DOCUMENT NO. 2011072897, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082193, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. NOTICE REGARDING RESOLUTION NO. 2010-053-00, RECORDED IN DOCUMENT NO. 2011024425, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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	0.847	36,903
CALC/DEED AREA	43.592	1,898,868
REMAINDER AREA	42.745	1,861,965

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

CHARLOTTE LYN DAVIS

SCALE	PROJECT	COUNTY
1" = 200'	CR 101	WILLIAMSON

PARCEL 49

S:*BROWN&GAY\CR101\PARCELS\PARCEL 49-DAVIS\DAVIS-REV.dgn

EXHIBIT "B"

Parcel 49

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 CHARLOTTE LYN DAVIS, a single person, 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 0.847 acre (36,903 Sq. Ft.) tract of land in the Silas Palmer Survey, Abstract No. 199, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 49**)

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 ____ day of _____, 201___.

[signature page follows]

GRANTOR:

_____
Charlotte Lyn Davis

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 201___ by Charlotte Lyn Davis, 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 **48.**

Meeting Date: 01/10/2017

All District Courts Position Change Request

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a change in the title and grade of vacant position number 0177 from Administrative Specialist District Courts, pay grade B.16 to Office Administrator District Courts, pay grade B.22 with an increase in salary from $35,446.17 to $43,488.24.

Background

The District Court Judges have requested a change in this vacant position due to an increase in the duties and responsibilities which are consistent with those of an Office Administrator. The Judges have requested a transfer of $7,500 from 001107 to 001100 and would not request the 001107 funding for the next budget year as there would not be a need for temporary staff in the future.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-001107	All Dist Cts/Temp Labor	$7,500
To	0100-0435-001100	All Dist Cts/FT Salaries	$6,615.51
To	0100-0435-002020	All Dist Cts/Retirement	$884.49

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Tara Raymore		Started On: 01/04/2017 03:27 PM
Final Approval Date: 01/04/2017		

Commissioners Court - Regular Session **49.**

Meeting Date: 01/10/2017

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Admin/Office Specialist in the Constable Precinct #1 office was terminated in conjunction with the (newly elected) incoming Constable. Because the Constable Precinct #3 office had a vacancy for an Admin Specialist (PCN 0288), they hired the individual from Precinct #1. The Precinct #3 Constable currently has $33,176.92 allocated for this position (PCN 0288) and is using the remainder of his unallocated ($1,011.55) to bring this salary up to $34,188.47. However, this individual was making $35,649.54 in the office she came from leaving a shortage or pay cut of $1,461.07. The Constable Precinct #3 office is requesting a transfer of unallocated from line 001105 (FT LE Salaries) to 001100 (FT Civilian Salaries) in order to keep the same annual pay for this position as was making previously in another office and is asking this pay rate be effective January 1, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-001105	Const Pct 3/LE Salaries	$1,461.07
To	0100-0553-001100	Const Pct 3/FT Salaries	$1,461.07

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Ashlie Koenig		Started On: 01/04/2017 03:29 PM
Final Approval Date: 01/04/2017		

Commissioners Court - Regular Session **50.**

Meeting Date: 01/10/2017

Resolution

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and take appropriate action on resolution to appeal to the Office of Court Administration and Supreme Court on the distribution and sale of County and District Clerks' records by the Office of Court Administration which will result in a reduction of county revenue derived from the sale of copies of court records.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

resolution

resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	12/19/2016 03:14 PM
Form Started By: Lisa David		Started On: 12/19/2016 02:31 PM
Final Approval Date: 12/19/2016		

RESOLUTION

A Resolution of the Williamson County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, January 10, 2017

WHEREAS, the Williamson County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days: and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Williamson County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioners court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Williamson County Commissioners Court on this the 10th day of January, 2017.

_____
Dan Gattis, County Judge

_____
Lisa Birkman, Precinct 1 Commissioner

_____
Cynthia Long, Precinct 2 Commissioner

_____
Valerie Covey, Precinct 3 Commissioner

_____
Larry Madsen, Precinct 4 Commissioner

Attest: _____
Lisa David, District Clerk

RESOLUTION

A Resolution of the Williamson County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, January 10, 2017

WHEREAS, the Williamson County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days: and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Williamson County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioners court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Williamson County Commissioners Court on this the 10th day of January, 2017.

_____
Dan Gattis, County Judge

_____
Lisa Birkman, Precinct 1 Commissioner

_____
Cynthia Long, Precinct 2 Commissioner

_____
Valerie Covey, Precinct 3 Commissioner

_____
Larry Madsen, Precinct 4 Commissioner

Attest: _____
Lisa David, District Clerk

RESOLUTION

A Resolution of the Chambers County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, November 22, 2016

WHEREAS, the Chambers County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CHAMBERS COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Chambers County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioner's court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Chambers County Commissioners Court on
this the 22nd day of November, 2016

_____
Jimmy Sylvia, County Judge

_____
Mark Huddleston, Precinct 1 Commissioner

_____
Larry George, Precinct 2 Commissioner

_____
Gary Nelson, Precinct 3 Commissioner

_____
A.R. "Rusty" Senac, Precinct 4 Commissioner

Attest: _____
Heather L. Hawthorne, County Clerk

re:SearchTX

Synopsis:

Re:SearchTX – managed by the OCA and hosted by Tyler Technologies, is a secure web portal powered by the e-Filing database, which includes all electronic filings (e-Filings) as of February 1, 2016. It is designed for judges to access cases from across the Texas counties. It can be accessed from any device and includes documents, filings, actions, and parties. This is what the OCA is advertising at this time. (exhibit a)

August 2016 an article was published in the State Bar Journal written by Blake Hawthorne, clerk of the Supreme Court. In this article, it was outlined that the intention is to expand the offering of access to attorneys by January of 2017 and the general public by the summer of 2017, funded by some sort of subscription fee and copies charges. (exhibit b)

This article was the first notice the clerks had been given that the system would be offered to anyone other than the judges. August 23, 2016, during a meeting with David Slayton of the OCA, was the first time the clerks heard that the e-Filing system was retaining case documents in the e-Filing system.

e-Filing is a secure web portal that is designed to be a delivery system for court filings. Attorneys upload case documents which are then electronically accepted by clerks who are the designated record keepers of the court. (exhibit c)

Clerk's points of concern include:

- Disregards – Article 5, Section 9 of the Texas Constitution and GC 51.303(a) "The clerk of a district court has custody of and shall carefully maintain and arrange the records relating to or lawfully deposited in the clerk's office."
- Disregards – Article 5, Section 20 of the Texas Constitution and LGC 192.006, "The county clerk is the custodian of the records of the county court in civil and criminal cases and in matters of probate."
- Disregards - LGC 191.008, takes away the counties option to offer electronic access to public information, making it mandatory. (exhibit d)
- Legality of the State to keep the records, just because they are e-Filed. The original presentation of e-Filing stated the image would only be kept for 30 days (contracts with OCA and service providers).
- There is no statute or rule that entitles the Supreme Courts recent actions to capture, store, and act as vendor for court records for which the district and county clerks are the custodians. (exhibit e)
- Liability concerns – If someone is harmed because this information is obtained on the re:SearchTX site, i.e. identity theft, criminal, sensitive data, who is liable? The State of Texas-OCA, Tyler, the County or the Clerk?
- Non-disclosures, Expunctions, Adoptions, (either during the life of the case or upon final order cases are made confidential by one of these methods. To give the public access to this site would render expunctions and non-disclosures useless because the information would already be out in the world with no way to retrieve it.
- Revenue loss for the county. Subscription and copy costs to pay for electronic systems.
- Inability to remove a record from the system, unless it is done manually.
- Incomplete case records at the e-File level as not everything flows back up to e-File, therefore, clerks could be required in the future to scan complete cases into e-File.

Dear Commissioners and Judge,

"reSearchTX" is an initiative that is being discretely developed this year by the Office of Court Administration (OCA). Clerks, judges and county leadership throughout the state have expressed belief that this initiative is harmful to the integrity of local county control and to the Judicial Records of Texas, and that it directly conflicts with the Constitutional Duties of Clerks of the Court.

Last week there was a meeting in Austin with Jim Allison, County Commissioner's Court lobbyist, together with a few members of the Texas County and District Clerks Association. I attended the meeting as the State Legislative Chair for District Clerks. It was the unanimous consensus of the attendees that this OCA initiative is an encroachment on county affairs and that the local clerks should undoubtedly educate our County Commissioner's Courts about **"reSearchTX."** The pdf attachment above is a copy of this month's article by Jim Allison in this month's County Progress.

To this end I attached two presentations which will help explain the issue.

The first presentation, **"reSearchtx"** handout CW (002).pdf is a presentation developed by clerks for education of our clerks in our Regional meetings. The letter from Blake Hawthorne, Clerk of the Supreme Court, was presented at a recent Judge's conference that Doug attended and brought to me. The letter was the very first time in the progression of efiling that a "public portal for research" was mentioned to anyone as far as we were aware. It came as a shock to the clerks. Alarmingly, you will notice that the letter indicates that the program will begin during the summer of 2017.

The second presentation, **"reSearchTX"** Status – 91516. Pptx (3MB) is a PowerPoint presentation which was unveiled at the Judicial Council on Technology Seminar in September. The PowerPoint presentation completely contradicts the stated plan for eFileTx in that, unlike the methodology outlined in eFileTX, the "reSearchtx" plan calls for a "central" location which will allow for "public searches" of Texas judicial records. As can be seen from this presentation many concerns and hurdles exist before electronic copies of all legally available public documents should and could be accessed in a single central public portal. The clerks have undertaken a vigorous effort to protect the records over which they are the constitutionally designated custodians. We believe that the best place to conscientiously screen documents for sensitive information, including such items as convictions which have been or may be overturned as a result of non-disclosure orders or expunction orders, scandalous details of a divorce filings, or other salacious materials so as to prevent their release to the general public, is for these matters to be handled at the local level by the local clerks, not at the punch of a computer button keyed into a central collection depository which is collecting information from who knows where.

Lastly, I have including a copy of Local Government Code 191.008 which addresses specifically the authority of the Commissioner's Court to establish computerized information system and the control thereof:

Sec. 191.008. AUTHORITY TO ESTABLISH COMPUTERIZED ELECTRONIC INFORMATION SYSTEM.

(a) The commissioners court of a county by order may provide for the establishment and operation of a computerized electronic information system through which it may provide on a contractual basis direct access to information that relates to all or some county and

precinct records and records of the district courts and courts of appeals having jurisdiction in the county, that is public information, and that is stored or processed in the system. The commissioners court may make records available through the system only if the custodian of the records agrees in writing to allow public access under this section to the records.

(b) The commissioners court may:

(1) provide procedures for the establishment, maintenance, and operation of the information system;

(2) establish eligibility criteria for users;

(3) delineate the public information to be available through the system;

(4) set a reasonable fee, charged under a contract, for use of the system; and

(5) consolidate billing and collection of fees and payments under one county department or office.

(c) The commissioners court may contract with a person or other governmental agency for the development, acquisition, maintenance, or operation of:

(1) the information system or any component of the information system, including telecommunication services necessary for access to the system; and

(2) billing and collection services for the system.

I realize that this is a lot of information for the Court to digest all at once, but I wanted each of you to be aware of this issue from the clerks' perspective. I would very much like to visit with each of you concerning this situation. If possible, please call me so that we can discuss it, or I will be happy to meet with you at your convenience.

Thank you for your time.

August 2, 2016

A STATEWIDE ACCESS SYSTEM FOR COURT ELECTRONIC RECORDS

Blake Hawthorne, Clerk, Texas Supreme Court

Texas lawyers want a statewide access system for Texas court records similar to the federal PACER system. A recent poll conducted by the Office of Court Administration (OCA) showed that 98% of the over three thousand Texas attorneys who responded said they would use a statewide public access system. The survey also showed that Texas attorneys and their staff want to be able to search the court records of all 254 Texas counties at once, with the ability to immediately search and download those records 24 hours a day, 7 days a week. And their minimum expectations for the information available through a statewide access system include basic case information like party names, the court name and location, the judge assigned to the case, the attorneys on the case, and the docket sheet—like the federal PACER system.

Many Texas attorneys are also frustrated by the lack of uniformity in online access to court records. Some counties provide online access to their court records, while others do not. Some counties that provide access require attorneys to pay subscription fees, which can be expensive when an attorney does not regularly work in that county and only needs access to one case. Other counties provide access without a subscription, but charge $1.00 per page—which can quickly add up to a large bill.

Members of the Judicial Committee on Information Technology (JCIT), a committee of Texas lawyers, judges, clerks, and court administrators appointed by the Supreme Court of Texas to study and recommend improvements to court technology, have long heard the familiar refrain "why doesn't Texas just use the federal PACER system?" Many years ago, members of JCIT met with the Administrative Office of the United States Courts to discuss whether Texas courts could adopt the federal the PACER system. An effort was already underway in Mississippi to see if state courts there could adopt the federal PACER system.[i] But

PACER's technology was aging at that time and the federal judiciary was preparing for a major rewrite of the system. Texas' system of local funding for and local control of court technology would have made it extremely difficult, if not impossible, to implement the federal judiciary's technology in all 254 Texas counties, each with varying levels and types of court technology.

Instead of attempting to shoehorn the unified federal PACER system into technologically-diverse and locally-controlled Texas court case management systems, JCIT pursued a different course. To achieve statewide public access to court electronic records, JCIT first advocated for mandating electronic filing in all Texas courts. Without mandatory electronic filing, there could be no statewide access to Texas electronic court records. Texas courts had been slow to adopt electronic filing. With JCIT's urging, however, the Supreme Court of Texas mandated electronic filing first for itself, then in the courts of appeals, and finally for civil cases in Texas district, county and probate courts. The Court of Criminal Appeals recently followed suit and mandated electronic filing for criminal cases in Texas trial courts.

Besides supporting mandatory electronic filing, JCIT members also proposed requiring the e-filing vendor to implement a statewide access system for Texas court records. When the former vendor of the Texas court electronic filing system announced it would not renew its contract, the new vendor, Texas-based Tyler Technologies, agreed to provide a statewide access system.

But how does one implement a single electronic access system for 254 counties, which use a variety of different case management systems? Fortunately, regardless of the local case management system they use, all Texas courts use the eFileTexas system to review and accept electronically filed documents. When the clerk accepts a document for filing, eFileTexas file-stamps the document and returns a file-stamped copy to the filer. And eFileTexas also has basic case information about each filing (e.g. court name, judge assigned, case number, attorneys on the case). By saving the filed-stamped documents and their associated case information through eFileTexas, a searchable statewide access system can be created.

Not only is it possible, but it has actually been accomplished. Tyler Technologies is currently beta-testing a statewide access system. Once a

registered user is logged in with a user name and a password, the system provides a Google-type search bar for searching documents and docket information. The system returns search results along with suggestions on how to refine the results (like narrowing search results to certain counties or case types). Because the system is web-based and uses HTML 5, it can be used on any device, including tablets and smart phones. The beta version appears to be fast and quickly returns search results. Folders can be created to save cases or search results, and these folders can be organized and labeled by the user. Future improvements may include the ability to electronically file documents into a case through the electronic access system with the click of a button.

Judges that hear cases in multiple jurisdictions will particularly benefit from the features of the new system. Instead of learning to use multiple different county systems, these judges will be able to access their cases through one website on the device of their choosing. And they will be able to organize their cases into their own electronic folders, making it easier to keep track of cases filed in different counties. For traveling judges (and lawyers too), the ability to look up cases on mobile devices will be a great help.

Judges can get access to the system now by submitting a form to OCA. The form can be found at research.txcourts.gov. Once the form is received, OCA will provide judges with a username and a password.

Attorneys can expect to have access to the system beginning this fall. Initially, attorney access will be limited to cases that they have made an appearance in. But once rules are put into place for the types of cases that can be accessed through the system, members of the public will be allowed to register for access—and attorneys will be granted the same access rights as registered public members. Registered public access should be available summer 2017.

The system won't be perfect, of course. Because self-represented litigants are not required to electronically file documents, their filings will not be available through the statewide access system unless they are electronically filed (some self-represented litigants file electronically). Also, because judges are not required to electronically file their orders, most orders will not be available through the system either (in some counties, however, orders are filed electronically). This problem could be remedied if judges agreed to transmit their signed orders to the

clerk through eFileTexas. Then file-stamped copies of their orders would be available through the access system.

There are other issues that remain to be resolved as well. For example, how should the system be funded? Should users be required to pay a monthly subscription fee? Or should a PACER-like funding model be adopted, charging $0.10 per page with the cost of a single document capped at $3.00? Or a combination of subscription fees and per page fees? Lawyers seem to prefer the PACER model because it is one that they are familiar with and have become accustomed too. JCIT will study the fee structure and make a recommendation to the Supreme Court of Texas.

JCIT and others will also study and make recommendations about the case types, document types, and other case information that should be available through the statewide access system. Decisions will be made about whether certain types of cases and documents should be viewable by persons that are not counsel of record in the case. And there will need to be further study and improvement of the rules regarding the redaction of sensitive data (e.g. bank account numbers, social security numbers, etc.) from court records. Enforcement of these rules will continue to be an important topic for JCIT and the courts.

Despite these challenges, the new statewide public access for court electronic records promises to be a major advance for the transparency and efficiency of the Texas court system. The Texas court system presents some unique challenges to providing a uniform access system. But with the support of the Supreme Court of Texas and the Court of Criminal Appeals, JCIT, OCA, Judges, and clerks are overcoming those unique challenges to provide what attorneys have long demanded—a uniform statewide system for accessing Texas court records.

[1] Mississippi still has not mandated electronic filing in all of its courts and does not have statewide access to court records.

State Agencies Squeeze County Revenues

Jim Allison
General Counsel

While legislators are proposing to limit county property tax revenue, some state agencies are adopting rules to further restrict the ability to fund county services. The Texas Department of Motor Vehicles (DMV) has adopted new rules to increase agency funding while reducing the title registration fees retained by the county tax assessor-collector. These rules will result in less county revenues, leaving the tax assessor-collector with the responsibility for the difficult and complex title transfers. Rep. Joe Pickett, Chairman of the House Committee on Transportation, has protested these changes and has submitted an alternative plan that would meet the state objectives while preserving county revenues. Please contact your legislators and Gov. Abbott and request that they urge the DMV to adopt the Pickett Plan for title registration and transfers.

On a similar note, the Office of Court Administration has proposed to allow its private E-filing vendor to sell copies of all legal documents stored in the electronic filing system. This proposal will provide additional revenue to the vendor while reducing the revenue collected by the district clerk and county clerk. The clerks will continue to be responsible for the maintenance and security of the files with less revenue to support these services. Please contact your legislators and the members of the Texas Judicial Council and object to the Office of the Court Administration's proposal to allow a private vendor to collect these fees while reducing county revenue.

Road Repair Grants Begin to Expire

Finally, counties need to complete the county road repair grant projects. The Legislature provided $225 million in road repair grants through the Texas Department of Transportation (TxDOT) in 2013. Of the 191 counties that received grants, 134 counties have remaining funds available for reimbursement. The TxDOT grant agreement requires that projects must begin within three years from the May 2014 execution date. This means that 105 counties have 6-9 months to commence work on projects eligible for reimbursement of $47.2 million. Projects may be commenced by submitting an invoice for a project contract or county work. Let's keep these projects moving and demonstrate that this assistance is needed and appreciated.

For additional information, please call me at 1-800-733-0699. ★

RESOLUTIONS FOR CONSIDERATION:

Resolutions from the Commissioners Court and other organizations are effective means of conveying local concerns on legislative issues. The County Judges and Commissioners Association of Texas has posted sample resolutions concerning 1) Unfunded Mandates, 2) State Funding for Indigent Defense and 3) Opposition to Revenue Caps on the TAC listservs. Copies of these sample resolutions are on page 38 of this issue of County Progress. If your Commissioners Court or other local organizations adopt any resolutions on these matters, please send a copy to your legislators, Gov. Abbott, Lt. Gov. Patrick, Speaker Straus and me.

State Association Officers

Grover "Tiger" Worshan
President
County Commissioner
Trinity County

Woodrow W. "Woody" Gossom Jr.
First Vice President
County Judge
Wichita County

Neil Fritsch
Second Vice President
County Commissioner
Calhoun County

Terry Simpson
Immediate Past President
County Judge
San Patricio County

Regional Associations

Everette "Bo" Alfred

NORTH & EAST TEXAS
Everette "Bo" Alfred, President
Jefferson County Commissioner
Byron Ryder
First Vice President
Leon County Judge
Rick Bailey
Second Vice President
Johnson County Commissioner
Sydney Murphy, Secretary/Treasurer
Polk County Judge
Robert Johnston,
Immediate Past President
Anderson County Judge

Ben Zeller

SOUTH TEXAS
Ben Zeller, President
Victoria County Judge
Joseph Palacios
First Vice President
Hidalgo County Commissioner
Jamie Canales
Second Vice President
Webb County Commissioner
Roger Galvan
Immediate Past President
Calhoun County Commissioner

Bill McCay

WEST TEXAS
Bill McCay, President
Lubbock County Commissioner
Sherri Harrison
First Vice President
Bailey County Judge
Tim Addison
Second Vice President
Yoakum County Commissioner
Kim Hallmann
Immediate Past President
Glasscock County Judge

Directors: John Nanny, Irion County Commissioner; Rex Fields, Eastland County Judge; and Glen Whitley, Tarrant County Judge

NO. 33,843-D

THE STATE OF TEXAS	:	IN THE 320TH DISTRICT COURT
VS.	:	IN AND FOR
KEVIN LEDOIT ECKROAT	:	POTTER COUNTY, TEXAS

FILED
CINDY GROOMER
DISTRICT CLERK
97 MAR 25 AM 8 51
BY
POTTER COUNTY, TEXAS

ORDER PRONOUNCING ADJUDICATION OF GUILT

On the 25th day of March, 1997, came on to be heard the motion of the State of Texas to pronounce and enter adjudication of guilt in the above entitled and numbered cause, such adjudication of guilt having been deferred upon the Defendant's plea of guilty on the 12th day of December, 1994, in accordance with Article 42.12 § 5, Texas Code of Criminal Procedure, and the Court, having duly considered the pleadings and evidence, is of the opinion and finds that good cause exists therefore and that such motion should be granted.

IT IS THEREFORE ACCORDINGLY ADJUDGED that the defendant, Kevin Ledoit Eckroat, is guilty of the offense of Aggravated Sexual Assault as alleged in the indictment.

SIGNED AND ENTERED this the 26th day of March, 1997.

JUDGE PRESIDING

189557

NO. 33,843-D

THE STATE OF TEXAS	:	IN THE 320TH DISTRICT COURT
	:	
VS.	:	IN AND FOR
	:	
KEVIN LEDOIT ECKROAT	:	POTTER COUNTY, TEXAS
SID: TX04375517		

FILED
CINDY GROSHER
DISTRICT CLERK
MAR 27 3 11 AM '97
POTTER CO., TEXAS
BY ____ DEPUTY

JUDGMENT

Judge Presiding:	Don Emerson
Date of Judgment:	March 25, 1997
Attorney for State:	Paul Herrmann
Attorney for Defendant:	Mike Hrin
Offense Convicted of:	Aggravated Sexual Assault
Degree:	First Degree
Date Offense Committed:	March 20, 1994
Date of Probation Order:	December 12, 1994

Paragraph Violated and Grounds for Revocation: 5. Report to the probation officer as directed. 7. Immediately notify probation officer of any change of address, employment, marital status or arrest. 15. Pay probation fees as directed. 21. Pay court costs, restitution and fine as directed.
As Set in State's Motion to Adjudicate Guilt

Finding on Use of Deadly Weapon:	N/A
Punishment Imposed and Place of Confinement:	Defendant pled as charged and sentenced to Twenty (20) years Tex. Dept. Crim. Just. Inst. Div.
Date of Sentence:	March 25, 1997
Time Credited:	In 8-13-94 Out 9-9-94 In 1-14-97 to Present
Total Amount of Restitution/Reparation:	N/A
Concurrent Unless Otherwise Specified:	

On the 12th day of December, 1994, the above numbered and entitled cause was regularly reached and called for trial, the State appeared by her Assistant District Attorney, Paul Herrmann, and the defendant, Kevin Ledoit Eckroat, appeared in person and with counsel, Mike Hrin, and both parties announced ready for trial, and the said defendant, in open court, waived the reading of the Indictment. The defendant, defendant's counsel and the District Attorney announced that they and each of them, agreed in writing to waive a jury in this cause and to submit this cause to the Court, and the said defendant, in open court, pleaded "Guilty" to the charge of Aggravated Sexual Assault, as alleged in the indictment. Thereupon the defendant was admonished by the Court of the

consequences of said plea; including the minimum and maximum punishment and the fact that any recommendation of the prosecuting attorney as to punishment is not binding on the Court. The Court inquired as to the existence of any plea bargaining agreement between the State and the defendant, and the Court admonished the defendant that it could follow or reject said recommendation of the prosecuting attorney and that if the Court rejected the recommendation of the prosecuting attorney the defendant would be permitted to withdraw the plea of guilty. If the Court assessed punishment that did not exceed the recommendation made by the prosecuting attorney, the defendant was admonished that any appeal from his plea entered in Court could only be made with permission of the Court, except on those matters which had been raised by written motion filed prior to trial, and the said defendant persisted in pleading guilty; and it plainly appearing to the Court that the said defendant was mentally competent and sane and that the said defendant was not influenced in making said plea by any consideration of fear, or by a persuasion or delusive hope of pardon prompting him to confess his guilt and that such plea was freely and voluntarily made, the plea of guilty was received by the Court and entered of record in the Minutes of the Court as the plea herein of said defendant; and at said hearing defendant entered in writing and under oath his Application for Deferred Judgment in the above entitled and numbered cause; and the Court having read the Application admonished the defendant that if the Court granted Deferred Adjudication that there could be no appeal and further, in the event the Court proceeded with adjudication of guilt on the original charge, that defendant's punishment could be increased to the maximum allowed by law and there would be no right of appeal from the adjudication of guilt. Further, that the defendant would have thirty days in which to request the Court to proceed with the adjudication from the date adjudication is deferred, and the Court having heard all the evidence for the State and the defendant and argument of counsel, found that it substantiated the defendant's guilt, and it was the opinion of the Court that the best interest of society and the defendant would be served

by granting said Application and the Court deferred all further proceedings in this cause and the defendant was placed on probation for a period of ten (10) years.

Thereafter, on the 21st day of November, 1996, the State filed an Motion to Proceed With Adjudication of Guilt On Original Charge under Art. 42.12, Texas Code of Criminal Procedure.

On the 25th day of March, 1997 the State of Texas appeared by her Assistant District Attorney and the defendant, accompanied by counsel, appeared in open court.

After having heard evidence and argument of counsel, the Court is of the opinion and so finds that the State's Motion is well taken and that the violations of the Order Deferring Probation as set out in the State's Motion have been proved by a preponderance of the evidence and are true and the Court further finds that the defendant is guilty of Aggravated Sexual Assault.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that on the 25th day of March, 1997, the said defendant is guilty of the offense of Aggravated Sexual Assault, which occurred on the 18th day of April, 1994, as alleged in the indictment in this cause, and as confessed by the defendant in defendant's plea of guilty heretofore made on the 12th day of December, 1994; and the Court, having heard evidence on the question of punishment and argument of counsel thereon, fixes the punishment at confinement in the Texas Department of Criminal Justice Institutional Division for a term of twenty (20) years and that the State of Texas do have and recover of the said defendant all costs in this proceeding incurred, as set in the Bill of Costs attached hereto and by this reference incorporated herein for all purposes.

AND THEREUPON, the defendant was asked by the Court whether the defendant had anything to say why said sentence should not be pronounced against the defendant, and the defendant answered nothing in bar thereof, and the defendant having agreed to accept sentences this date whereupon the Court proceeded, in the presence of the defendant and the defendant's attorney, to pronounce sentence as follows:

IT IS THE ORDER OF THIS COURT that the defendant who has been adjudged guilty of the offense of Aggravated Sexual Assault, and whose punishment has been assessed at twenty (20) years, is hereby sentenced to twenty (20) years in the Texas Department of Criminal Justice Institutional Division or other persons authorized to receive such convicts, and the said defendant shall be confined in the Texas Department of Criminal Justice Institutional Division in accordance with the provisions of the laws governing such confinement. The said defendant is remanded to jail until said Sheriff can obey the directions of this sentence.

And the Court makes a finding that there is $-0- owing on the fine, $-0- owing on the fees, and $-0- owing on the restitution previously assessed against the defendant by this Court.

SIGNED AND ENTERED this 26th day of March, 1997

JUDGE PRESIDING

FILED
CINDY GROOMER
DISTRICT CLERK
MAR 27 8 51 AM '97
DEPUTY

189561

501 S. Fillmore-Suite 1B
P.O. Box 9570
Amarillo, Texas 79105-9570

Potter County

Cindy Groomer
DISTRICT CLERK
COUNTY COURTS AT LAW (CIVIL)

BILL OF COSTS
CRIMINAL

CAUSE NO. 033843-00-D

STYLE: THE STATE OF TEXAS VS KEVIN LEDOIT ECKROAT

IN AND FOR THE: 320TH DISTRICT COURT

JUDGMENT DATE: MARCH 25, 1997

TO: TDCJ-ID

CLERK FEE	*$*	40.00
LAW ENFORCEMENT OFFICERS FUND		3.50
CRIMINAL JUSTICE PLANNING FUND		20.00
CRIME VICTIM COMPENSATION FUND		45.00
JUDICIAL/COURT PERSONNEL TRAINING FUND		1.00
CRIME STOPPERS		2.00
RECORDS PRESERVATION		10.00
COURTHOUSE SECURTY FEE		5.00
SHERIFF FEES		350.00
ATTORNEY FEES (COURT APPOINTED)		900.00
FINE		
LAW LIBRARY		
JURY FEE		
VISUAL RECORD BY ELECTRONIC DEVICE		
BREATH ALCOHOL TESTING PROGRAM		
COMPREHENSIVE REHABILITATION FUND		
APPEAL TRANSCRIPT		
TOTAL COSTS		1376.50
PRIOR PAYMENTS		
BALANCE DUE		1376.50

I HEREBY CERTIFY THE ABOVE TO BE A CORRECT ACCOUNT OF THE FINE AND COSTS IN THE ABOVE CAPTIONED CAUSE AS SHOWN IN THE RECORDS AS OF MARCH 27, 1997.

ISSUED AND GIVEN UNDER MY HAND AND SEAL ON MARCH 27, 1997.

CINDY GROOMER, CLERK OF THE COURT
POTTER COUNTY, TEXAS

BY _____ DEPUTY

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

August 27, 2007

The Honorable Tracy King
Chair, Committee on Border and
International Affairs
Texas House of Representatives
Post Office Box 2910
Austin, Texas 78768-2910

Opinion No. GA-0566

Re: Authority of the El Paso County District or County Clerk to establish an online electronic database accessible to the public (RQ-0498-GA)

Dear Representative King:

Your predecessor as Chair of the Committee on Border and International Affairs inquired whether the El Paso County District Clerk or County Clerk may store court documents on an electronic database and make them accessible to the public via the Internet.[1] She asked the following questions:

> Under current state law, may the El Paso [County] District Clerk or County Clerk create an electronic database accessible online to display civil, family and criminal case docket information in its entirety and all document images pertaining to all cases filed regardless of case disposition or status?
>
> If such a database can be created, should access to the electronic database be limited to certain parties?
>
> Furthermore, should personal identifiers on the documents to be displayed, such as Social Security numbers and/or bank account[] [numbers], be redacted?
>
> Lastly, could the El Paso [County] District Clerk or County Clerk assess a reasonable fee to the public in order to retrieve information?

Request Letter, *supra* note 1, at 1.

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[1]Letter from Honorable Norma Chávez, Chair, House Committee on Border and International Affairs, to Honorable Greg Abbott, Attorney General of Texas, at 1 (June 5, 2006) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter].

Your predecessor inquired about court case documents held by the district and county clerks. Accordingly, we do not address other kinds of documents filed with the county clerk in his capacity as county recorder. *See* TEX. CONST. art. V, § 20; TEX. LOC. GOV'T CODE ANN. § 192.001 (Vernon 1999) (county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded).

I. Authority of El Paso County District or County Clerk to Maintain Online Database of Court Records

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may provide for online access to case information maintained by the district and county clerks. Section 191.008(a) provides as follows:

> The commissioners court of a county by order may provide for the establishment and operation of a computerized electronic information system through which it may provide on a contractual basis direct access to information that relates to all or some county and precinct records and records of the district courts and courts of appeals having jurisdiction in the county, *that is public information*, and that is stored or processed in the system. The commissioners court may make records available through the system only if the custodian of the records agrees in writing to allow public access under this section to the records.

TEX. LOC. GOV'T CODE ANN. § 191.008(a) (Vernon 1999) (emphasis added). Under this provision, the El Paso County Commissioners Court may establish an electronic database that includes court case records maintained by the district and county clerks. Subject to the clerk's written agreement and the other requirements of section 191.008, a commissioners court may provide access to the clerk's records from a computer terminal in the clerk's office or in a remote location.

Only information "that is public information" may be made available online. *See id.* The "El Paso County Local Rules of the District and County Courts concerning the Electronic Filing of Court Documents" include a similar limitation, providing that "the district clerk shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." EL PASO COUNTY, LOCAL RULES OF THE DISTRICT AND COUNTY COURTS, ELECTRONIC FILING OF COURT DOCUMENTS R. 6.2(a) (2003), *available at* http://www.co.el-paso.tx.us/districtclerk/e-file-info.pdf (adopted pursuant to TEX. GOV'T CODE ANN. § 51.807) (last visited Aug. 14, 2007) (hereinafter EL PASO COUNTY E-FILING).[2] Section 191.006 of the Local Government Code also provides that "[a]ll records belonging to the office of the county clerk to which access is not otherwise restricted by law or by court order shall be open to the public at all reasonable times." TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999).

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[2]Government Code sections 51.801 through 51.807 apply to the electronic filing of court documents with a district or county court clerk. *See* TEX. GOV'T CODE ANN. §§ 51.801–.807 (Vernon 2005).

We conclude in answer to the first question that the Commissioners Court may adopt an order pursuant to Local Government Code section 191.008 authorizing the El Paso County District Clerk and County Clerk to create electronic databases that may be accessible online to display information in civil, family, and criminal cases, as long as the information is public information. *See id.* §§ 191.006, .008(a); *see also* EL PASO COUNTY E-FILING R. 6.2(b). The District or County Clerk must agree in writing to allow public access to records under this section, and the Commissioners Court and the Clerks must comply with other requirements of this provision. *See* TEX. LOC. GOV'T CODE ANN. § 191.008(a) (Vernon 1999).

II. Whether the District or County Clerk May Make Criminal Case Information Accessible Online

A brief from the El Paso County Attorney raises a concern that confidential criminal history record information may be accessible from the clerks' Internet sites.[3] It states that the El Paso County District and County Clerk have Internet websites that allow members of the public to access, without charge, certain information from criminal and civil cases. Rodríguez Brief, *supra* note 3, at 1. A search on the public website using an individual defendant's name will bring up a list of all open and closed cases involving that defendant, including the indictment number, indictment date, court, charge, and disposition. *See id.* The brief also states that El Paso County has established a password-protected website accessible only by certain government agencies, such as the Federal Bureau of Investigation (the "FBI"). *See id.* A search of the password-protected website, in addition to yielding the same basic information available from the public website, allows the user to view and print any documents filed in a case. *See id.* at 1–2. The brief raises the possibility that allowing members of the public to access a list of all El Paso County criminal cases involving a particular defendant would be a release of a compiled criminal history in violation of a common-law privacy right. *See id.* at 2 (citing *United States Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749 (1989); *Houston Chronicle Publ'g Co. v. City of Houston*, 531 S.W.2d 177 (Tex. Civ. App.—Houston [14th Dist.] 1975), *writ ref'd n.r.e.*, 536 S.W.2d 559 (Tex. 1976)).

The court in *Houston Chronicle Publishing Co.* considered whether a Personal History and Arrest Record, or "rap sheet," maintained by the City of Houston Police Department was available under the Texas Open Records Act, now the Public Information Act (the "PIA"). *See Houston Chronicle Publ'g Co.*, 531 S.W.2d 177; *see also* TEX. GOV'T CODE ANN. ch. 552 (Vernon 2004 & Supp. 2006) (Public Information Act); Act of May 19, 1973, 63d Leg., R.S., ch. 424, 1973 Tex. Gen. Laws 1112 (adopting Open Records Act). The rap sheet showed each previous arrest and other data relating to individuals and included crimes that they had been suspected of committing, and the court determined that individual privacy rights prevented the disclosure of this information. *See Houston Chronicle Publ'g Co.*, 531 S.W.2d at 181, 186. The rap sheet in *Houston Chronicle Publishing Co.* included criminal history information, including unverified suspicions, that is not available from a district or county clerk's files on court cases.

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[3]Brief from Honorable José R. Rodríguez, El Paso County Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (July 14, 2006) (on file with the Opinion Committee) [hereinafter Rodríguez Brief].

The United States Supreme Court, in *United States Department of Justice v. Reporters Committee for Freedom of the Press*, addressed an issue similar to that in *Houston Chronicle Publishing Co. v. City of Houston*. *See Reporters Comm.*, 489 U.S. 749. The *Reporters Committee* case arose from a request under the Federal Freedom of Information Act ("FOIA") for criminal identification records, or "rap sheets," stored electronically by the FBI. *See id.* at 751; *see also* 5 U.S.C.A. § 552 (2007) (Freedom of Information Act). The rap sheets, primarily used to aid in detecting and prosecuting offenders, contained information describing individuals, such as birth date and physical characteristics, as well as a history of arrests, charges, convictions, and incarcerations. *See Reporters Comm.*, 489 U.S. at 752. Because of the large number of rap sheets collected, they were sometimes incorrect or incomplete. *See id.* The Court addressed the FOIA provision that excepts from disclosure to the public "records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information . . . could reasonably be expected to constitute an unwarranted invasion of personal privacy," or to harm various other specific interests. 5 U.S.C.A. § 552(b)(7)(C) (2007). The Court found a high privacy interest in the "compiled computerized information" derived from rap sheets and held that they were not subject to disclosure under FOIA. *Reporters Comm.*, 489 U.S. at 766.

Houston Chronicle Publishing Co. and *Reporters Committee* both deal with criminal history information held by a law enforcement agency, not information about cases held by a court clerk. The information addressed in those cases included conviction information, but it also included information about arrests that never resulted in indictment and incorrect or unverified information that might cast suspicion on a person who in reality had never been arrested. However, we find no authority indicating that the privacy interests in criminal history information articulated in these two cases would apply to case records made available online by the El Paso County District or County Clerk.

III. Limits on Public Access to Online Database of Court Records Maintained by District or County Clerk

Your predecessor raised a broad issue about the confidentiality of information in an online database of court records—whether access must be limited to certain parties. *See* Request Letter, *supra* note 1, at 1. Records in the district or county clerk's office are as a general rule available to everyone. *See* TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999) (county clerk records shall be open "to the public"); TEX. R. CIV. PROC. 76a.1 (presumption that court records are open); EL PASO COUNTY E-FILING R. 6.2(a)–(b) (district clerk records may be viewed "by all persons" and may be made available "for both filers and the general public"). Of course, the general public may not have access to confidential or privileged records. *See* TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999) (county clerk records are accessible only if "not otherwise restricted by law or by court order"); TEX. R. CIV. PROC. 76a (procedure for sealing court records); EL PASO COUNTY E-FILING R. 6.2(c) (district clerk records not accessible if "legally confidential"). Section 191.008 of the Local Government Code authorizes a commissioners court to establish eligibility criteria for users and to "delineate the public information to be available through the system." TEX. LOC. GOV'T CODE ANN. § 191.008(b)(2)–(3) (Vernon 1999). Pursuant to this authority, a commissioners court

may assist the clerks in determining whether specific kinds of information may be made available to the general public or only to a narrow class of persons.

Your predecessor also asked whether identifiers, such as social security numbers and bank account numbers, *should* be redacted from documents made available online.[4] Our advice will thus go beyond the limits that the law places on district and county clerks.

Court clerks are not required to place social security or bank account numbers online. A commissioners court, in providing for a computerized electronic information system pursuant to Local Government Code section 191.008, may "delineate the public information to be available through the system." TEX. LOC. GOV'T CODE ANN. § 191.008((b)(3) (Vernon 1999). The commissioners court and the court clerks, in deciding what information should not go online, have an opportunity to combat the serious and growing crime of identity theft. Social security numbers are much sought-after by identity thieves because these numbers can be used to locate other information about a person. *See* SOCIAL SECURITY ADMINISTRATION, IDENTITY THEFT AND YOUR SOCIAL SECURITY NUMBER (Jan. 2006) (Publ'n No. 05-10064), *available at* http://www.ssa.gov /pubs/10064.pdf (last visited Aug. 14, 2007). We urge commissioners courts and court clerks to help prevent identity theft by ensuring that social security numbers and bank account numbers from court case documents will not be available online. Court clerks should anticipate and prepare for new laws directed toward greater privacy for social security numbers and other personal identifiers.[5]

IV. Authority of Clerk to Charge a Fee to Access Online Database

Your predecessor finally asked whether the El Paso County District Clerk or County Clerk may assess a reasonable fee to the public for access to electronically-stored case information. *See* Request Letter, *supra* note 1, at 1. The El Paso County E-Filing Rules provide that the district clerk "shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." *See* EL PASO COUNTY E-FILING R. 6.2(a). Section 118.066 of the Local Government Code provides that "[a] county clerk is not

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[4]The Eightieth Legislature amended section 552.147 of the PIA, overruling the analysis of this provision set out in Attorney General Opinion GA-0519 (2007). *See* Act of Mar. 19, 2007, 80th Leg., R.S., ch. 3, § 1, 2007 Tex. Sess. Law Serv. 3, 4 (effective immediately) (to be codified at TEX. GOV'T CODE ANN. § 552.147); *see also* Tex. Att'y Gen. Op. No. GA-0519 (2007) (addressing former version of Government Code section 552.147(a)).

Section 552.147(d) requires district and county clerks to redact the first five digits of an individual's social security number from its records upon the individual's request. *See* Act of Mar. 19, 2007, *supra*, 2007 Tex. Sess. Law Serv. 3, 4 (to be codified at TEX. GOV'T CODE ANN. § 552.147(d)). The PIA does not govern "[a]ccess to information collected, assembled, or maintained by or for the judiciary." TEX. GOV'T CODE ANN. § 552.0035(a) (Vernon 2004). The obligation to redact part of a social security number applies to information subject to disclosure under the PIA, and it thus does not apply to the court case documents that your predecessor inquired about. *See* Tex. Att'y Gen. ORD-671 (2001) (the PIA does not apply to records of the judiciary maintained by a district clerk).

[5]*See* TEXAS JUDICIAL COUNCIL, PUBLIC ACCESS TO COURT CASE RECORDS IN TEXAS (2004) (proposing Rule of Judicial Administration on public access to case records), *available at* http://www.courts.state.tx.us/tjc/reports.asp (last visited Aug. 14, 2007).

entitled to a fee for . . . the examination of a paper or record in the clerk's office." TEX. LOC. GOV'T CODE ANN. § 118.066(1) (Vernon 1999); *see id.* § 191.006 (records of county clerk to which access is not restricted by law or by court order shall be open to the public). Section 51.606 of the Government Code moreover provides that "[a] clerk is not entitled to a fee for . . . the examination of a paper or record in the clerk's office." TEX. GOV'T CODE ANN. § 51.606(1) (Vernon 2005). The El Paso County Attorney states that "in El Paso County, both the District Clerk and the County Clerk have . . . online access and terminals set up in their offices for use by the public." Rodríguez Brief, *supra* note 3, at 3. If a clerk provides for public access to records in his office by providing online access, as the El Paso County District and County Clerks have done, he may not charge a fee for this service.

Section 191.008(b)(4), however, permits a commissioners court to "set a reasonable fee, charged under a contract" to use the computerized electronic information system. TEX. LOC. GOV'T CODE ANN. § 191.008(b)(4) (Vernon 1999). As long as district and county clerks provide free onsite access to records maintained by their offices, persons who contract with the county pursuant to section 191.008 for electronic access to such information may be charged a fee as set by the commissioners court.

SUMMARY

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may adopt an order authorizing the District Clerk and County Clerk to create electronic databases of public information in court case documents and to provide online access to that information. Records maintained by each clerk must be available to the public without charge in the clerk's office, but persons who contract with the county for electronic access to such information may be charged a fee as set by the Commissioners Court. A court clerk should redact social security numbers and bank account numbers from documents made available online.

Very truly yours,

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

NANCY S. FULLER
Chair, Opinion Committee

Susan L. Garrison
Assistant Attorney General, Opinion Committee

RESOLUTION

A Resolution of the Williamson County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, January 10, 2017

WHEREAS, the Williamson County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days: and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Williamson County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioners court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Williamson County Commissioners Court on this the 10th day of January, 2017.

_____
Dan Gattis, County Judge

_____
Lisa Birkman, Precinct 1 Commissioner

_____
Cynthia Long, Precinct 2 Commissioner

_____
Valerie Covey, Precinct 3 Commissioner

_____
Larry Madsen, Precinct 4 Commissioner

Attest: _____
Lisa David, District Clerk

RESOLUTION

A Resolution of the Williamson County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, January 10, 2017

WHEREAS, the Williamson County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under the Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days: and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Williamson County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioners court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Williamson County Commissioners Court on this the 10th day of January, 2017.

_____
Dan Gattis, County Judge

_____
Lisa Birkman, Precinct 1 Commissioner

_____
Cynthia Long, Precinct 2 Commissioner

_____
Valerie Covey, Precinct 3 Commissioner

_____
Larry Madsen, Precinct 4 Commissioner

Attest: _____
Lisa David, District Clerk

RESOLUTION

A Resolution of the Chambers County Commissioners Court, Texas
Opposition to re:SearchTX, Tuesday, November 22, 2016

WHEREAS, the Chambers County Commissioners Court recognizes that the Texas Office of Court Administration (OCA), under The Supreme Court of Texas's direction, has created re:SearchTX, a web portal to allow judges secure access to a consolidated database of case information that has been e-Filed; and

WHEREAS, the sole purpose of the e-File system developed by the OCA was to provide a delivery system for attorneys to file documents electronically to the courts and that the information would only be retained for thirty days; and

WHEREAS, the OCA is now retaining information filed within the e-File system and plans to make it available to attorneys and the public (for a fee) through re:SearchTX in the near future; and

WHEREAS, as required by the Texas Constitution and state statutes, the county and district clerks of each Texas county are the designated custodians of court records, responsible for the management, preservation and access of court records; and

WHEREAS, Texas counties are responsible for providing resources to clerks for the management, preservation and access of court records by the public including having the option of offering county records through an electronic information system and may provide (on a contractual basis) direct access to the public, by statute;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CHAMBERS COUNTY, by virtue of the authority vested in us, do hereby state that for the foregoing reasons, it is in the best interest of Chambers County and our taxpayers to oppose any change to current statutes regarding care, custody and control of records held by the county and district clerks and to any actions that would result in those records being centralized within any other entity, be it public or private.

BE IT FURTHER RESOLVED, we are opposed to the amendment and/or repeal of any current statutes or rules that authorize local control by commissioner's court in the administration of our duties concerning records held by the county and district clerk or how the county chooses to offer those records to the public.

BE IT FURTHER RESOLVED, finally, we oppose any diversion of existing County revenue to any other government entity concerning records held under local control by statute.

PASSED AND APPROVED by the Chambers County Commissioners Court on
this the 22nd day of November, 2016

_____
Jimmy Sylvia, County Judge

_____
Mark Huddleston, Precinct 1 Commissioner

_____
Larry George, Precinct 2 Commissioner

_____
Gary Nelson, Precinct 3 Commissioner

_____
A.R. "Rusty" Senac, Precinct 4 Commissioner

Attest: _____
Heather L. Hawthorne, County Clerk

re:SearchTX

Synopsis:

Re:SearchTX – managed by the OCA and hosted by Tyler Technologies, is a secure web portal powered by the e-Filing database, which includes all electronic filings (e-Filings) as of February 1, 2016. It is designed for judges to access cases from across the Texas counties. It can be accessed from any device and includes documents, filings, actions, and parties. This is what the OCA is advertising at this time. (exhibit a)

August 2016 an article was published in the State Bar Journal written by Blake Hawthorne, clerk of the Supreme Court. In this article, it was outlined that the intention is to expand the offering of access to attorneys by January of 2017 and the general public by the summer of 2017, funded by some sort of subscription fee and copies charges. (exhibit b)

This article was the first notice the clerks had been given that the system would be offered to anyone other than the judges. August 23, 2016, during a meeting with David Slayton of the OCA, was the first time the clerks heard that the e-Filing system was retaining case documents in the e-Filing system.

e-Filing is a secure web portal that is designed to be a delivery system for court filings. Attorneys upload case documents which are then electronically accepted by clerks who are the designated record keepers of the court. (exhibit c)

Clerk's points of concern include:

- Disregards – Article 5, Section 9 of the Texas Constitution and GC 51.303(a) "The clerk of a district court has custody of and shall carefully maintain and arrange the records relating to or lawfully deposited in the clerk's office."
- Disregards – Article 5, Section 20 of the Texas Constitution and LGC 192.006, "The county clerk is the custodian of the records of the county court in civil and criminal cases and in matters of probate."
- Disregards - LGC 191.008, takes away the counties option to offer electronic access to public information, making it mandatory. (exhibit d)
- Legality of the State to keep the records, just because they are e-Filed. The original presentation of e-Filing stated the image would only be kept for 30 days (contracts with OCA and service providers).
- There is no statute or rule that entitles the Supreme Courts recent actions to capture, store, and act as vendor for court records for which the district and county clerks are the custodians. (exhibit e)
- Liability concerns – If someone is harmed because this information is obtained on the re:SearchTX site, i.e. identity theft, criminal, sensitive data, who is liable? The State of Texas-OCA, Tyler, the County or the Clerk?
- Non-disclosures, Expunctions, Adoptions, (either during the life of the case or upon final order cases are made confidential by one of these methods. To give the public access to this site would render expunctions and non-disclosures useless because the information would already be out in the world with no way to retrieve it.
- Revenue loss for the county. Subscription and copy costs to pay for electronic systems.
- Inability to remove a record from the system, unless it is done manually.
- Incomplete case records at the e-File level as not everything flows back up to e-File, therefore, clerks could be required in the future to scan complete cases into e-File.

Dear Commissioners and Judge,

"reSearchTX" is an initiative that is being discretely developed this year by the Office of Court Administration (OCA). Clerks, judges and county leadership throughout the state have expressed belief that this initiative is harmful to the integrity of local county control and to the Judicial Records of Texas, and that it directly conflicts with the Constitutional Duties of Clerks of the Court.

Last week there was a meeting in Austin with Jim Allison, County Commissioner's Court lobbyist, together with a few members of the Texas County and District Clerks Association. I attended the meeting as the State Legislative Chair for District Clerks. It was the unanimous consensus of the attendees that this OCA initiative is an encroachment on county affairs and that the local clerks should undoubtedly educate our County Commissioner's Courts about **"reSearchTX."** The pdf attachment above is a copy of this month's article by Jim Allison in this month's County Progress.

To this end I attached two presentations which will help explain the issue.

The first presentation, **"reSearchtx"** handout CW (002).pdf is a presentation developed by clerks for education of our clerks in our Regional meetings. The letter from Blake Hawthorne, Clerk of the Supreme Court, was presented at a recent Judge's conference that Doug attended and brought to me. The letter was the very first time in the progression of efiling that a "public portal for research" was mentioned to anyone as far as we were aware. It came as a shock to the clerks. Alarmingly, you will notice that the letter indicates that the program will begin during the summer of 2017.

The second presentation, **"reSearchTX"** Status – 91516. Pptx (3MB) is a PowerPoint presentation which was unveiled at the Judicial Council on Technology Seminar in September. The PowerPoint presentation completely contradicts the stated plan for eFileTx in that, unlike the methodology outlined in eFileTX, the "reSearchtx" plan calls for a "central" location which will allow for "public searches" of Texas judicial records. As can be seen from this presentation many concerns and hurdles exist before electronic copies of all legally available public documents should and could be accessed in a single central public portal. The clerks have undertaken a vigorous effort to protect the records over which they are the constitutionally designated custodians. We believe that the best place to conscientiously screen documents for sensitive information, including such items as convictions which have been or may be overturned as a result of non-disclosure orders or expunction orders, scandalous details of a divorce filings, or other salacious materials so as to prevent their release to the general public, is for these matters to be handled at the local level by the local clerks, not at the punch of a computer button keyed into a central collection depository which is collecting information from who knows where.

Lastly, I have including a copy of Local Government Code 191.008 which addresses specifically the authority of the Commissioner's Court to establish computerized information system and the control thereof:

Sec. 191.008. AUTHORITY TO ESTABLISH COMPUTERIZED ELECTRONIC INFORMATION SYSTEM.

(a) The commissioners court of a county by order may provide for the establishment and operation of a computerized electronic information system through which it may provide on a contractual basis direct access to information that relates to all or some county and

precinct records and records of the district courts and courts of appeals having jurisdiction in the county, that is public information, and that is stored or processed in the system. The commissioners court may make records available through the system only if the custodian of the records agrees in writing to allow public access under this section to the records.

(b) The commissioners court may:

(1) provide procedures for the establishment, maintenance, and operation of the information system;

(2) establish eligibility criteria for users;

(3) delineate the public information to be available through the system;

(4) set a reasonable fee, charged under a contract, for use of the system; and

(5) consolidate billing and collection of fees and payments under one county department or office.

(c) The commissioners court may contract with a person or other governmental agency for the development, acquisition, maintenance, or operation of:

(1) the information system or any component of the information system, including telecommunication services necessary for access to the system; and

(2) billing and collection services for the system.

I realize that this is a lot of information for the Court to digest all at once, but I wanted each of you to be aware of this issue from the clerks' perspective. I would very much like to visit with each of you concerning this situation. If possible, please call me so that we can discuss it, or I will be happy to meet with you at your convenience.

Thank you for your time.

August 2, 2016

A STATEWIDE ACCESS SYSTEM FOR COURT ELECTRONIC RECORDS

Blake Hawthorne, Clerk, Texas Supreme Court

Texas lawyers want a statewide access system for Texas court records similar to the federal PACER system. A recent poll conducted by the Office of Court Administration (OCA) showed that 98% of the over three thousand Texas attorneys who responded said they would use a statewide public access system. The survey also showed that Texas attorneys and their staff want to be able to search the court records of all 254 Texas counties at once, with the ability to immediately search and download those records 24 hours a day, 7 days a week. And their minimum expectations for the information available through a statewide access system include basic case information like party names, the court name and location, the judge assigned to the case, the attorneys on the case, and the docket sheet—like the federal PACER system.

Many Texas attorneys are also frustrated by the lack of uniformity in online access to court records. Some counties provide online access to their court records, while others do not. Some counties that provide access require attorneys to pay subscription fees, which can be expensive when an attorney does not regularly work in that county and only needs access to one case. Other counties provide access without a subscription, but charge $1.00 per page—which can quickly add up to a large bill.

Members of the Judicial Committee on Information Technology (JCIT), a committee of Texas lawyers, judges, clerks, and court administrators appointed by the Supreme Court of Texas to study and recommend improvements to court technology, have long heard the familiar refrain "why doesn't Texas just use the federal PACER system?" Many years ago, members of JCIT met with the Administrative Office of the United States Courts to discuss whether Texas courts could adopt the federal the PACER system. An effort was already underway in Mississippi to see if state courts there could adopt the federal PACER system.[i] But

PACER's technology was aging at that time and the federal judiciary was preparing for a major rewrite of the system. Texas' system of local funding for and local control of court technology would have made it extremely difficult, if not impossible, to implement the federal judiciary's technology in all 254 Texas counties, each with varying levels and types of court technology.

Instead of attempting to shoehorn the unified federal PACER system into technologically-diverse and locally-controlled Texas court case management systems, JCIT pursued a different course. To achieve statewide public access to court electronic records, JCIT first advocated for mandating electronic filing in all Texas courts. Without mandatory electronic filing, there could be no statewide access to Texas electronic court records. Texas courts had been slow to adopt electronic filing. With JCIT's urging, however, the Supreme Court of Texas mandated electronic filing first for itself, then in the courts of appeals, and finally for civil cases in Texas district, county and probate courts. The Court of Criminal Appeals recently followed suit and mandated electronic filing for criminal cases in Texas trial courts.

Besides supporting mandatory electronic filing, JCIT members also proposed requiring the e-filing vendor to implement a statewide access system for Texas court records. When the former vendor of the Texas court electronic filing system announced it would not renew its contract, the new vendor, Texas-based Tyler Technologies, agreed to provide a statewide access system.

But how does one implement a single electronic access system for 254 counties, which use a variety of different case management systems? Fortunately, regardless of the local case management system they use, all Texas courts use the eFileTexas system to review and accept electronically filed documents. When the clerk accepts a document for filing, eFileTexas file-stamps the document and returns a file-stamped copy to the filer. And eFileTexas also has basic case information about each filing (e.g. court name, judge assigned, case number, attorneys on the case). By saving the filed-stamped documents and their associated case information through eFileTexas, a searchable statewide access system can be created.

Not only is it possible, but it has actually been accomplished. Tyler Technologies is currently beta-testing a statewide access system. Once a

registered user is logged in with a user name and a password, the system provides a Google-type search bar for searching documents and docket information. The system returns search results along with suggestions on how to refine the results (like narrowing search results to certain counties or case types). Because the system is web-based and uses HTML 5, it can be used on any device, including tablets and smart phones. The beta version appears to be fast and quickly returns search results. Folders can be created to save cases or search results, and these folders can be organized and labeled by the user. Future improvements may include the ability to electronically file documents into a case through the electronic access system with the click of a button.

Judges that hear cases in multiple jurisdictions will particularly benefit from the features of the new system. Instead of learning to use multiple different county systems, these judges will be able to access their cases through one website on the device of their choosing. And they will be able to organize their cases into their own electronic folders, making it easier to keep track of cases filed in different counties. For traveling judges (and lawyers too), the ability to look up cases on mobile devices will be a great help.

Judges can get access to the system now by submitting a form to OCA. The form can be found at research.txcourts.gov. Once the form is received, OCA will provide judges with a username and a password.

Attorneys can expect to have access to the system beginning this fall. Initially, attorney access will be limited to cases that they have made an appearance in. But once rules are put into place for the types of cases that can be accessed through the system, members of the public will be allowed to register for access—and attorneys will be granted the same access rights as registered public members. Registered public access should be available summer 2017.

The system won't be perfect, of course. Because self-represented litigants are not required to electronically file documents, their filings will not be available through the statewide access system unless they are electronically filed (some self-represented litigants file electronically). Also, because judges are not required to electronically file their orders, most orders will not be available through the system either (in some counties, however, orders are filed electronically). This problem could be remedied if judges agreed to transmit their signed orders to the

clerk through eFileTexas. Then file-stamped copies of their orders would be available through the access system.

There are other issues that remain to be resolved as well. For example, how should the system be funded? Should users be required to pay a monthly subscription fee? Or should a PACER-like funding model be adopted, charging $0.10 per page with the cost of a single document capped at $3.00? Or a combination of subscription fees and per page fees? Lawyers seem to prefer the PACER model because it is one that they are familiar with and have become accustomed too. JCIT will study the fee structure and make a recommendation to the Supreme Court of Texas.

JCIT and others will also study and make recommendations about the case types, document types, and other case information that should be available through the statewide access system. Decisions will be made about whether certain types of cases and documents should be viewable by persons that are not counsel of record in the case. And there will need to be further study and improvement of the rules regarding the redaction of sensitive data (e.g. bank account numbers, social security numbers, etc.) from court records. Enforcement of these rules will continue to be an important topic for JCIT and the courts.

Despite these challenges, the new statewide public access for court electronic records promises to be a major advance for the transparency and efficiency of the Texas court system. The Texas court system presents some unique challenges to providing a uniform access system. But with the support of the Supreme Court of Texas and the Court of Criminal Appeals, JCIT, OCA, Judges, and clerks are overcoming those unique challenges to provide what attorneys have long demanded—a uniform statewide system for accessing Texas court records.

[1] Mississippi still has not mandated electronic filing in all of its courts and does not have statewide access to court records.

State Agencies Squeeze County Revenues

Jim Allison
General Counsel

While legislators are proposing to limit county property tax revenue, some state agencies are adopting rules to further restrict the ability to fund county services. The Texas Department of Motor Vehicles (DMV) has adopted new rules to increase agency funding while reducing the title registration fees retained by the county tax assessor-collector. These rules will result in less county revenues, leaving the tax assessor-collector with the responsibility for the difficult and complex title transfers. Rep. Joe Pickett, Chairman of the House Committee on Transportation, has protested these changes and has submitted an alternative plan that would meet the state objectives while preserving county revenues. Please contact your legislators and Gov. Abbott and request that they urge the DMV to adopt the Pickett Plan for title registration and transfers.

On a similar note, the Office of Court Administration has proposed to allow its private E-filing vendor to sell copies of all legal documents stored in the electronic filing system. This proposal will provide additional revenue to the vendor while reducing the revenue collected by the district clerk and county clerk. The clerks will continue to be responsible for the maintenance and security of the files with less revenue to support these services. Please contact your legislators and the members of the Texas Judicial Council and object to the Office of the Court Administration's proposal to allow a private vendor to collect these fees while reducing county revenue.

Road Repair Grants Begin to Expire

Finally, counties need to complete the county road repair grant projects. The Legislature provided $225 million in road repair grants through the Texas Department of Transportation (TxDOT) in 2013. Of the 191 counties that received grants, 134 counties have remaining funds available for reimbursement. The TxDOT grant agreement requires that projects must begin within three years from the May 2014 execution date. This means that 105 counties have 6-9 months to commence work on projects eligible for reimbursement of $47.2 million. Projects may be commenced by submitting an invoice for a project contract or county work. Let's keep these projects moving and demonstrate that this assistance is needed and appreciated.

For additional information, please call me at 1-800-733-0699. ★

RESOLUTIONS FOR CONSIDERATION:

Resolutions from the Commissioners Court and other organizations are effective means of conveying local concerns on legislative issues. The County Judges and Commissioners Association of Texas has posted sample resolutions concerning 1) Unfunded Mandates, 2) State Funding for Indigent Defense and 3) Opposition to Revenue Caps on the TAC listservs. Copies of these sample resolutions are on page 38 of this issue of County Progress. If your Commissioners Court or other local organizations adopt any resolutions on these matters, please send a copy to your legislators, Gov. Abbott, Lt. Gov. Patrick, Speaker Straus and me.

State Association Officers

Grover "Tiger" Worshan
President
County Commissioner
Trinity County

Woodrow W. "Woody" Gossom Jr.
First Vice President
County Judge
Wichita County

Neil Fritsch
Second Vice President
County Commissioner
Calhoun County

Terry Simpson
Immediate Past President
County Judge
San Patricio County

Regional Associations

Everette "Bo" Alfred

NORTH & EAST TEXAS
Everette "Bo" Alfred, President
Jefferson County Commissioner
Byron Ryder
First Vice President
Leon County Judge
Rick Bailey
Second Vice President
Johnson County Commissioner
Sydney Murphy, Secretary/Treasurer
Polk County Judge
Robert Johnston,
Immediate Past President
Anderson County Judge

Ben Zeller

SOUTH TEXAS
Ben Zeller, President
Victoria County Judge
Joseph Palacios
First Vice President
Hidalgo County Commissioner
Jamie Canales
Second Vice President
Webb County Commissioner
Roger Galvan
Immediate Past President
Calhoun County Commissioner

Bill McCay

WEST TEXAS
Bill McCay, President
Lubbock County Commissioner
Sherri Harrison
First Vice President
Bailey County Judge
Tim Addison
Second Vice President
Yoakum County Commissioner
Kim Hallmann
Immediate Past President
Glasscock County Judge

Directors: John Nanny, Irion County Commissioner; Rex Fields, Eastland County Judge; and Glen Whitley, Tarrant County Judge

NO. 33,843-D

THE STATE OF TEXAS	:	IN THE 320TH DISTRICT COURT
VS.	:	IN AND FOR
KEVIN LEDOIT ECKROAT	:	POTTER COUNTY, TEXAS

FILED
CINDY GROOMER
DISTRICT CLERK
97 MAR 25 AM 8 51
BY
POTTER COUNTY, TEXAS

ORDER PRONOUNCING ADJUDICATION OF GUILT

On the 25th day of March, 1997, came on to be heard the motion of the State of Texas to pronounce and enter adjudication of guilt in the above entitled and numbered cause, such adjudication of guilt having been deferred upon the Defendant's plea of guilty on the 12th day of December, 1994, in accordance with Article 42.12 § 5, Texas Code of Criminal Procedure, and the Court, having duly considered the pleadings and evidence, is of the opinion and finds that good cause exists therefore and that such motion should be granted.

IT IS THEREFORE ACCORDINGLY ADJUDGED that the defendant, Kevin Ledoit Eckroat, is guilty of the offense of Aggravated Sexual Assault as alleged in the indictment.

SIGNED AND ENTERED this the 26th day of March, 1997.

JUDGE PRESIDING

189557

NO. 33,843-D

THE STATE OF TEXAS	:	IN THE 320TH DISTRICT COURT
	:	
VS.	:	IN AND FOR
	:	
KEVIN LEDOIT ECKROAT	:	POTTER COUNTY, TEXAS
SID: TX04375517		

FILED
CINDY GROSHER
DISTRICT CLERK
MAR 27 3 11 AM '97
POTTER CO., TEXAS
BY ____ DEPUTY

JUDGMENT

Judge Presiding:	Don Emerson
Date of Judgment:	March 25, 1997
Attorney for State:	Paul Herrmann
Attorney for Defendant:	Mike Hrin
Offense Convicted of:	Aggravated Sexual Assault
Degree:	First Degree
Date Offense Committed:	March 20, 1994
Date of Probation Order:	December 12, 1994

Paragraph Violated and Grounds for Revocation: 5. Report to the probation officer as directed. 7. Immediately notify probation officer of any change of address, employment, marital status or arrest. 15. Pay probation fees as directed. 21. Pay court costs, restitution and fine as directed.
As Set in State's Motion to Adjudicate Guilt

Finding on Use of Deadly Weapon:	N/A
Punishment Imposed and Place of Confinement:	Defendant pled as charged and sentenced to Twenty (20) years Tex. Dept. Crim. Just. Inst. Div.
Date of Sentence:	March 25, 1997
Time Credited:	In 8-13-94 Out 9-9-94 In 1-14-97 to Present
Total Amount of Restitution/Reparation:	N/A
Concurrent Unless Otherwise Specified:	

On the 12th day of December, 1994, the above numbered and entitled cause was regularly reached and called for trial, the State appeared by her Assistant District Attorney, Paul Herrmann, and the defendant, Kevin Ledoit Eckroat, appeared in person and with counsel, Mike Hrin, and both parties announced ready for trial, and the said defendant, in open court, waived the reading of the Indictment. The defendant, defendant's counsel and the District Attorney announced that they and each of them, agreed in writing to waive a jury in this cause and to submit this cause to the Court, and the said defendant, in open court, pleaded "Guilty" to the charge of Aggravated Sexual Assault, as alleged in the indictment. Thereupon the defendant was admonished by the Court of the

consequences of said plea; including the minimum and maximum punishment and the fact that any recommendation of the prosecuting attorney as to punishment is not binding on the Court. The Court inquired as to the existence of any plea bargaining agreement between the State and the defendant, and the Court admonished the defendant that it could follow or reject said recommendation of the prosecuting attorney and that if the Court rejected the recommendation of the prosecuting attorney the defendant would be permitted to withdraw the plea of guilty. If the Court assessed punishment that did not exceed the recommendation made by the prosecuting attorney, the defendant was admonished that any appeal from his plea entered in Court could only be made with permission of the Court, except on those matters which had been raised by written motion filed prior to trial, and the said defendant persisted in pleading guilty; and it plainly appearing to the Court that the said defendant was mentally competent and sane and that the said defendant was not influenced in making said plea by any consideration of fear, or by a persuasion or delusive hope of pardon prompting him to confess his guilt and that such plea was freely and voluntarily made, the plea of guilty was received by the Court and entered of record in the Minutes of the Court as the plea herein of said defendant; and at said hearing defendant entered in writing and under oath his Application for Deferred Judgment in the above entitled and numbered cause; and the Court having read the Application admonished the defendant that if the Court granted Deferred Adjudication that there could be no appeal and further, in the event the Court proceeded with adjudication of guilt on the original charge, that defendant's punishment could be increased to the maximum allowed by law and there would be no right of appeal from the adjudication of guilt. Further, that the defendant would have thirty days in which to request the Court to proceed with the adjudication from the date adjudication is deferred, and the Court having heard all the evidence for the State and the defendant and argument of counsel, found that it substantiated the defendant's guilt, and it was the opinion of the Court that the best interest of society and the defendant would be served

by granting said Application and the Court deferred all further proceedings in this cause and the defendant was placed on probation for a period of ten (10) years.

Thereafter, on the 21st day of November, 1996, the State filed an Motion to Proceed With Adjudication of Guilt On Original Charge under Art. 42.12, Texas Code of Criminal Procedure.

On the 25th day of March, 1997 the State of Texas appeared by her Assistant District Attorney and the defendant, accompanied by counsel, appeared in open court.

After having heard evidence and argument of counsel, the Court is of the opinion and so finds that the State's Motion is well taken and that the violations of the Order Deferring Probation as set out in the State's Motion have been proved by a preponderance of the evidence and are true and the Court further finds that the defendant is guilty of Aggravated Sexual Assault.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that on the 25th day of March, 1997, the said defendant is guilty of the offense of Aggravated Sexual Assault, which occurred on the 18th day of April, 1994, as alleged in the indictment in this cause, and as confessed by the defendant in defendant's plea of guilty heretofore made on the 12th day of December, 1994; and the Court, having heard evidence on the question of punishment and argument of counsel thereon, fixes the punishment at confinement in the Texas Department of Criminal Justice Institutional Division for a term of twenty (20) years and that the State of Texas do have and recover of the said defendant all costs in this proceeding incurred, as set in the Bill of Costs attached hereto and by this reference incorporated herein for all purposes.

AND THEREUPON, the defendant was asked by the Court whether the defendant had anything to say why said sentence should not be pronounced against the defendant, and the defendant answered nothing in bar thereof, and the defendant having agreed to accept sentences this date whereupon the Court proceeded, in the presence of the defendant and the defendant's attorney, to pronounce sentence as follows:

IT IS THE ORDER OF THIS COURT that the defendant who has been adjudged guilty of the offense of Aggravated Sexual Assault, and whose punishment has been assessed at twenty (20) years, is hereby sentenced to twenty (20) years in the Texas Department of Criminal Justice Institutional Division or other persons authorized to receive such convicts, and the said defendant shall be confined in the Texas Department of Criminal Justice Institutional Division in accordance with the provisions of the laws governing such confinement. The said defendant is remanded to jail until said Sheriff can obey the directions of this sentence.

And the Court makes a finding that there is $-0- owing on the fine, $-0- owing on the fees, and $-0- owing on the restitution previously assessed against the defendant by this Court.

SIGNED AND ENTERED this 26th day of March, 1997

JUDGE PRESIDING

FILED
CINDY GROOMER
DISTRICT CLERK
MAR 27 8 51 AM '97
DEPUTY

189561

501 S. Fillmore-Suite 1B
P.O. Box 9570
Amarillo, Texas 79105-9570

Potter County

Cindy Groomer
DISTRICT CLERK
COUNTY COURTS AT LAW (CIVIL)

BILL OF COSTS
CRIMINAL

CAUSE NO. 033843-00-D

STYLE: THE STATE OF TEXAS VS KEVIN LEDOIT ECKROAT

IN AND FOR THE: 320TH DISTRICT COURT

JUDGMENT DATE: MARCH 25, 1997

TO: TDCJ-ID

CLERK FEE	*$*	40.00
LAW ENFORCEMENT OFFICERS FUND		3.50
CRIMINAL JUSTICE PLANNING FUND		20.00
CRIME VICTIM COMPENSATION FUND		45.00
JUDICIAL/COURT PERSONNEL TRAINING FUND		1.00
CRIME STOPPERS		2.00
RECORDS PRESERVATION		10.00
COURTHOUSE SECURTY FEE		5.00
SHERIFF FEES		350.00
ATTORNEY FEES (COURT APPOINTED)		900.00
FINE		
LAW LIBRARY		
JURY FEE		
VISUAL RECORD BY ELECTRONIC DEVICE		
BREATH ALCOHOL TESTING PROGRAM		
COMPREHENSIVE REHABILITATION FUND		
APPEAL TRANSCRIPT		
TOTAL COSTS		1376.50
PRIOR PAYMENTS		
BALANCE DUE		1376.50

I HEREBY CERTIFY THE ABOVE TO BE A CORRECT ACCOUNT OF THE FINE AND COSTS IN THE ABOVE CAPTIONED CAUSE AS SHOWN IN THE RECORDS AS OF MARCH 27, 1997.

ISSUED AND GIVEN UNDER MY HAND AND SEAL ON MARCH 27, 1997.

CINDY GROOMER, CLERK OF THE COURT
POTTER COUNTY, TEXAS

BY _____ DEPUTY

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

August 27, 2007

The Honorable Tracy King
Chair, Committee on Border and
International Affairs
Texas House of Representatives
Post Office Box 2910
Austin, Texas 78768-2910

Opinion No. GA-0566

Re: Authority of the El Paso County District or County Clerk to establish an online electronic database accessible to the public (RQ-0498-GA)

Dear Representative King:

Your predecessor as Chair of the Committee on Border and International Affairs inquired whether the El Paso County District Clerk or County Clerk may store court documents on an electronic database and make them accessible to the public via the Internet.[1] She asked the following questions:

> Under current state law, may the El Paso [County] District Clerk or County Clerk create an electronic database accessible online to display civil, family and criminal case docket information in its entirety and all document images pertaining to all cases filed regardless of case disposition or status?
>
> If such a database can be created, should access to the electronic database be limited to certain parties?
>
> Furthermore, should personal identifiers on the documents to be displayed, such as Social Security numbers and/or bank account[] [numbers], be redacted?
>
> Lastly, could the El Paso [County] District Clerk or County Clerk assess a reasonable fee to the public in order to retrieve information?

Request Letter, *supra* note 1, at 1.

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[1]Letter from Honorable Norma Chávez, Chair, House Committee on Border and International Affairs, to Honorable Greg Abbott, Attorney General of Texas, at 1 (June 5, 2006) (on file with the Opinion Committee, *also available at* http://www.oag.state.tx.us) [hereinafter Request Letter].

Your predecessor inquired about court case documents held by the district and county clerks. Accordingly, we do not address other kinds of documents filed with the county clerk in his capacity as county recorder. *See* TEX. CONST. art. V, § 20; TEX. LOC. GOV'T CODE ANN. § 192.001 (Vernon 1999) (county clerk shall record each deed, mortgage, or other instrument that is required or permitted by law to be recorded).

I. Authority of El Paso County District or County Clerk to Maintain Online Database of Court Records

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may provide for online access to case information maintained by the district and county clerks. Section 191.008(a) provides as follows:

> The commissioners court of a county by order may provide for the establishment and operation of a computerized electronic information system through which it may provide on a contractual basis direct access to information that relates to all or some county and precinct records and records of the district courts and courts of appeals having jurisdiction in the county, *that is public information*, and that is stored or processed in the system. The commissioners court may make records available through the system only if the custodian of the records agrees in writing to allow public access under this section to the records.

TEX. LOC. GOV'T CODE ANN. § 191.008(a) (Vernon 1999) (emphasis added). Under this provision, the El Paso County Commissioners Court may establish an electronic database that includes court case records maintained by the district and county clerks. Subject to the clerk's written agreement and the other requirements of section 191.008, a commissioners court may provide access to the clerk's records from a computer terminal in the clerk's office or in a remote location.

Only information "that is public information" may be made available online. *See id.* The "El Paso County Local Rules of the District and County Courts concerning the Electronic Filing of Court Documents" include a similar limitation, providing that "the district clerk shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." EL PASO COUNTY, LOCAL RULES OF THE DISTRICT AND COUNTY COURTS, ELECTRONIC FILING OF COURT DOCUMENTS R. 6.2(a) (2003), *available at* http://www.co.el-paso.tx.us/districtclerk/e-file-info.pdf (adopted pursuant to TEX. GOV'T CODE ANN. § 51.807) (last visited Aug. 14, 2007) (hereinafter EL PASO COUNTY E-FILING).[2] Section 191.006 of the Local Government Code also provides that "[a]ll records belonging to the office of the county clerk to which access is not otherwise restricted by law or by court order shall be open to the public at all reasonable times." TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999).

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[2]Government Code sections 51.801 through 51.807 apply to the electronic filing of court documents with a district or county court clerk. *See* TEX. GOV'T CODE ANN. §§ 51.801–.807 (Vernon 2005).

We conclude in answer to the first question that the Commissioners Court may adopt an order pursuant to Local Government Code section 191.008 authorizing the El Paso County District Clerk and County Clerk to create electronic databases that may be accessible online to display information in civil, family, and criminal cases, as long as the information is public information. *See id.* §§ 191.006, .008(a); *see also* EL PASO COUNTY E-FILING R. 6.2(b). The District or County Clerk must agree in writing to allow public access to records under this section, and the Commissioners Court and the Clerks must comply with other requirements of this provision. *See* TEX. LOC. GOV'T CODE ANN. § 191.008(a) (Vernon 1999).

II. Whether the District or County Clerk May Make Criminal Case Information Accessible Online

A brief from the El Paso County Attorney raises a concern that confidential criminal history record information may be accessible from the clerks' Internet sites.[3] It states that the El Paso County District and County Clerk have Internet websites that allow members of the public to access, without charge, certain information from criminal and civil cases. Rodríguez Brief, *supra* note 3, at 1. A search on the public website using an individual defendant's name will bring up a list of all open and closed cases involving that defendant, including the indictment number, indictment date, court, charge, and disposition. *See id.* The brief also states that El Paso County has established a password-protected website accessible only by certain government agencies, such as the Federal Bureau of Investigation (the "FBI"). *See id.* A search of the password-protected website, in addition to yielding the same basic information available from the public website, allows the user to view and print any documents filed in a case. *See id.* at 1–2. The brief raises the possibility that allowing members of the public to access a list of all El Paso County criminal cases involving a particular defendant would be a release of a compiled criminal history in violation of a common-law privacy right. *See id.* at 2 (citing *United States Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749 (1989); *Houston Chronicle Publ'g Co. v. City of Houston*, 531 S.W.2d 177 (Tex. Civ. App.—Houston [14th Dist.] 1975), *writ ref'd n.r.e.*, 536 S.W.2d 559 (Tex. 1976)).

The court in *Houston Chronicle Publishing Co.* considered whether a Personal History and Arrest Record, or "rap sheet," maintained by the City of Houston Police Department was available under the Texas Open Records Act, now the Public Information Act (the "PIA"). *See Houston Chronicle Publ'g Co.*, 531 S.W.2d 177; *see also* TEX. GOV'T CODE ANN. ch. 552 (Vernon 2004 & Supp. 2006) (Public Information Act); Act of May 19, 1973, 63d Leg., R.S., ch. 424, 1973 Tex. Gen. Laws 1112 (adopting Open Records Act). The rap sheet showed each previous arrest and other data relating to individuals and included crimes that they had been suspected of committing, and the court determined that individual privacy rights prevented the disclosure of this information. *See Houston Chronicle Publ'g Co.*, 531 S.W.2d at 181, 186. The rap sheet in *Houston Chronicle Publishing Co.* included criminal history information, including unverified suspicions, that is not available from a district or county clerk's files on court cases.

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[3]Brief from Honorable José R. Rodríguez, El Paso County Attorney, to Honorable Greg Abbott, Attorney General of Texas, at 1 (July 14, 2006) (on file with the Opinion Committee) [hereinafter Rodríguez Brief].

The United States Supreme Court, in *United States Department of Justice v. Reporters Committee for Freedom of the Press*, addressed an issue similar to that in *Houston Chronicle Publishing Co. v. City of Houston*. *See Reporters Comm.*, 489 U.S. 749. The *Reporters Committee* case arose from a request under the Federal Freedom of Information Act ("FOIA") for criminal identification records, or "rap sheets," stored electronically by the FBI. *See id.* at 751; *see also* 5 U.S.C.A. § 552 (2007) (Freedom of Information Act). The rap sheets, primarily used to aid in detecting and prosecuting offenders, contained information describing individuals, such as birth date and physical characteristics, as well as a history of arrests, charges, convictions, and incarcerations. *See Reporters Comm.*, 489 U.S. at 752. Because of the large number of rap sheets collected, they were sometimes incorrect or incomplete. *See id.* The Court addressed the FOIA provision that excepts from disclosure to the public "records or information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information . . . could reasonably be expected to constitute an unwarranted invasion of personal privacy," or to harm various other specific interests. 5 U.S.C.A. § 552(b)(7)(C) (2007). The Court found a high privacy interest in the "compiled computerized information" derived from rap sheets and held that they were not subject to disclosure under FOIA. *Reporters Comm.*, 489 U.S. at 766.

Houston Chronicle Publishing Co. and *Reporters Committee* both deal with criminal history information held by a law enforcement agency, not information about cases held by a court clerk. The information addressed in those cases included conviction information, but it also included information about arrests that never resulted in indictment and incorrect or unverified information that might cast suspicion on a person who in reality had never been arrested. However, we find no authority indicating that the privacy interests in criminal history information articulated in these two cases would apply to case records made available online by the El Paso County District or County Clerk.

III. Limits on Public Access to Online Database of Court Records Maintained by District or County Clerk

Your predecessor raised a broad issue about the confidentiality of information in an online database of court records—whether access must be limited to certain parties. *See* Request Letter, *supra* note 1, at 1. Records in the district or county clerk's office are as a general rule available to everyone. *See* TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999) (county clerk records shall be open "to the public"); TEX. R. CIV. PROC. 76a.1 (presumption that court records are open); EL PASO COUNTY E-FILING R. 6.2(a)–(b) (district clerk records may be viewed "by all persons" and may be made available "for both filers and the general public"). Of course, the general public may not have access to confidential or privileged records. *See* TEX. LOC. GOV'T CODE ANN. § 191.006 (Vernon 1999) (county clerk records are accessible only if "not otherwise restricted by law or by court order"); TEX. R. CIV. PROC. 76a (procedure for sealing court records); EL PASO COUNTY E-FILING R. 6.2(c) (district clerk records not accessible if "legally confidential"). Section 191.008 of the Local Government Code authorizes a commissioners court to establish eligibility criteria for users and to "delineate the public information to be available through the system." TEX. LOC. GOV'T CODE ANN. § 191.008(b)(2)–(3) (Vernon 1999). Pursuant to this authority, a commissioners court

may assist the clerks in determining whether specific kinds of information may be made available to the general public or only to a narrow class of persons.

Your predecessor also asked whether identifiers, such as social security numbers and bank account numbers, *should* be redacted from documents made available online.[4] Our advice will thus go beyond the limits that the law places on district and county clerks.

Court clerks are not required to place social security or bank account numbers online. A commissioners court, in providing for a computerized electronic information system pursuant to Local Government Code section 191.008, may "delineate the public information to be available through the system." TEX. LOC. GOV'T CODE ANN. § 191.008((b)(3) (Vernon 1999). The commissioners court and the court clerks, in deciding what information should not go online, have an opportunity to combat the serious and growing crime of identity theft. Social security numbers are much sought-after by identity thieves because these numbers can be used to locate other information about a person. *See* SOCIAL SECURITY ADMINISTRATION, IDENTITY THEFT AND YOUR SOCIAL SECURITY NUMBER (Jan. 2006) (Publ'n No. 05-10064), *available at* http://www.ssa.gov /pubs/10064.pdf (last visited Aug. 14, 2007). We urge commissioners courts and court clerks to help prevent identity theft by ensuring that social security numbers and bank account numbers from court case documents will not be available online. Court clerks should anticipate and prepare for new laws directed toward greater privacy for social security numbers and other personal identifiers.[5]

IV. Authority of Clerk to Charge a Fee to Access Online Database

Your predecessor finally asked whether the El Paso County District Clerk or County Clerk may assess a reasonable fee to the public for access to electronically-stored case information. *See* Request Letter, *supra* note 1, at 1. The El Paso County E-Filing Rules provide that the district clerk "shall ensure that all the records of the court, except those made confidential or privileged by law or statute, may be viewed in some format by all persons for free." *See* EL PASO COUNTY E-FILING R. 6.2(a). Section 118.066 of the Local Government Code provides that "[a] county clerk is not

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[4]The Eightieth Legislature amended section 552.147 of the PIA, overruling the analysis of this provision set out in Attorney General Opinion GA-0519 (2007). *See* Act of Mar. 19, 2007, 80th Leg., R.S., ch. 3, § 1, 2007 Tex. Sess. Law Serv. 3, 4 (effective immediately) (to be codified at TEX. GOV'T CODE ANN. § 552.147); *see also* Tex. Att'y Gen. Op. No. GA-0519 (2007) (addressing former version of Government Code section 552.147(a)).

Section 552.147(d) requires district and county clerks to redact the first five digits of an individual's social security number from its records upon the individual's request. *See* Act of Mar. 19, 2007, *supra*, 2007 Tex. Sess. Law Serv. 3, 4 (to be codified at TEX. GOV'T CODE ANN. § 552.147(d)). The PIA does not govern "[a]ccess to information collected, assembled, or maintained by or for the judiciary." TEX. GOV'T CODE ANN. § 552.0035(a) (Vernon 2004). The obligation to redact part of a social security number applies to information subject to disclosure under the PIA, and it thus does not apply to the court case documents that your predecessor inquired about. *See* Tex. Att'y Gen. ORD-671 (2001) (the PIA does not apply to records of the judiciary maintained by a district clerk).

[5]*See* TEXAS JUDICIAL COUNCIL, PUBLIC ACCESS TO COURT CASE RECORDS IN TEXAS (2004) (proposing Rule of Judicial Administration on public access to case records), *available at* http://www.courts.state.tx.us/tjc/reports.asp (last visited Aug. 14, 2007).

entitled to a fee for . . . the examination of a paper or record in the clerk's office." TEX. LOC. GOV'T CODE ANN. § 118.066(1) (Vernon 1999); *see id.* § 191.006 (records of county clerk to which access is not restricted by law or by court order shall be open to the public). Section 51.606 of the Government Code moreover provides that "[a] clerk is not entitled to a fee for . . . the examination of a paper or record in the clerk's office." TEX. GOV'T CODE ANN. § 51.606(1) (Vernon 2005). The El Paso County Attorney states that "in El Paso County, both the District Clerk and the County Clerk have . . . online access and terminals set up in their offices for use by the public." Rodríguez Brief, *supra* note 3, at 3. If a clerk provides for public access to records in his office by providing online access, as the El Paso County District and County Clerks have done, he may not charge a fee for this service.

Section 191.008(b)(4), however, permits a commissioners court to "set a reasonable fee, charged under a contract" to use the computerized electronic information system. TEX. LOC. GOV'T CODE ANN. § 191.008(b)(4) (Vernon 1999). As long as district and county clerks provide free onsite access to records maintained by their offices, persons who contract with the county pursuant to section 191.008 for electronic access to such information may be charged a fee as set by the commissioners court.

SUMMARY

Pursuant to Local Government Code section 191.008, the El Paso County Commissioners Court may adopt an order authorizing the District Clerk and County Clerk to create electronic databases of public information in court case documents and to provide online access to that information. Records maintained by each clerk must be available to the public without charge in the clerk's office, but persons who contract with the county for electronic access to such information may be charged a fee as set by the Commissioners Court. A court clerk should redact social security numbers and bank account numbers from documents made available online.

Very truly yours,

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

NANCY S. FULLER
Chair, Opinion Committee

Susan L. Garrison
Assistant Attorney General, Opinion Committee

Commissioners Court - Regular Session **51.**

Meeting Date: 01/10/2017

Apple Device Enrollment Program (DEP)

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval of Williamson County's participation in Apple, Inc. Device Enrollment Program ("DEP") to manage and deploy county-owned Apple-brand devices. Action includes, but is not limited to, approval of Apple's terms of use and delegation to IT Operations Director to enroll qualifying devices on-line.

Background

This has been reviewed and approved by legal. There are no costs to this program. The intent is to help manage the Apple devices owned by the County and help ensure the compliance with Court-approved policies.

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	12/21/2016 04:51 PM
Form Started By: Richard Semple		Started On: 12/21/2016 02:19 PM
Final Approval Date: 12/21/2016		

Commissioners Court - Regular Session **52.**

Meeting Date: 01/10/2017

Williamson County Business Associate Agreement with Superior Health Plan

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Business Associate Agreement between Williamson County and Superior Health Plan.

Background

This Business Associate Agreement (BAA) is being submitted for approval as an information sharing agreement with no contractual payments involved amongst Williamson County and Superior Health Plan. The partnership between parties will allow for collaboration and access to Superior's protected health information in an effort to provide medical and mental health interventions to a select patient population with the support of Community Health Paramedicine and HealthCareLink. This BAA complies fully with the requirements of the Health Insurance Portability and Accountability Act. This BAA has been reviewed and approved, as to form, by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BAA Superior Health (signed)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:42 AM
Form Started By: Theresia Carter		Started On: 01/05/2017 08:39 AM
Final Approval Date: 01/05/2017		

SUPERIOR HEALTHPLAN, INC.

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** ("***Agreement***") is entered into on this __ day of _____, 2016, by and between Superior HealthPlan, Inc. ("***Covered Entity***") and Williamson County EMS ("***Business Associate***").

WHEREAS, pursuant to a potential agreement entered into by and between Covered Entity and Business Associate ("***Contemplated Agreement***"), Business Associate seeks to provides certain functions, activities, and/or services (collectively, "***Services***") to Covered Entity;

WHEREAS, in connection with such Services, Covered Entity will make available and/or transfer to Business Associate, or Business Associate will create on behalf of Covered Entity, certain Protected Health Information (as such term is defined at 45 C.F.R. § 164.501) ("***PHI***"); and

WHEREAS, pursuant to the authorities set forth above, Business Associate may use or disclose PHI only in accordance with this Agreement.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions**. The Health Insurance Portability and Accountability Act of 1996 ("***HIPAA***"), the Health Information Technology for Economic and Clinical Health Act ("***HITECH***"), and the implementing regulations thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 (the "***Privacy Rule***") and the Security Standards for the Protection of Electronic Health Information at 45 C.F.R. Parts 160 and 164 (the "***Security Rule***"), and the requirements of the final modifications to the HIPAA Privacy Rule, Security, Rule, et al., issued on January 25, 2013 and effective March 26, 2013, as may be amended from time to time, shall collectively be referred to herein as the "***HIPAA Authorities***." All other capitalized terms hereunder shall have the meaning ascribed to them elsewhere in this Agreement, or, if no such definition is specified herein, shall have the meaning set forth in the HIPAA Authorities.

2. **Interpretation of Provisions of this Agreement**. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Authorities, the terms of the HIPAA Authorities shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Authorities. A reference in this Agreement to a section in the HIPAA Authorities means the section in effect or as amended. Titles or headings are used in this Agreement for reference only and shall not have any effect on the interpretation of this Agreement.

3. **Obligations of Business Associate**.

3.1 Limits on Use and Disclosure. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, by the HIPAA Authorities or as Required by Law. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule, it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3.2 Safeguards. Business Associate agrees to use reasonable and appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided for by this

Agreement. More specifically, as also provided for in Section 3.12 below, Business Associate agrees to establish, implement and maintain appropriate safeguards, and comply with the Security Rule with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Agreement.

3.3 Mitigation of Harm. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the HIPAA Authorities.

3.4 Report of Improper Use or Disclosure. Business Associate agrees to notify Covered Entity, in writing or orally, without unreasonable delay, but in no case more than twenty four (24) hours, from the discovery of any suspected or successful Security Incident or Breach of Unsecured PHI (by Business Associate or by a Subcontractor) involving the acquisition, access, use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Within forty-eight (48) hours discovery of the suspected or successful Security Incident or Breach, Business Associate shall provide Covered Entity with a written report which shall include but not be limited to: i) a description of the circumstances under which the Security Incident occurred; ii) the date of the incident and the date that the incident was discovered; iii) a description of the types of PHI involved in the incident; iv) the identification of each Individual whose PHI is known or is reasonably believed by the Business Associate to have been affected; and v) any recommendations that the Business Associate may have, if any, regarding the steps that Individuals may take to protect themselves from harm. Business Associate shall also provide a schedule for a more comprehensive investigation. Business Associate will update Covered Entity of any progress made during its investigation no later than once every three (3) business days. To the extent that Covered Entity reasonably determines that such Security Incident constitutes a Breach of Unsecured PHI by Business Associate that necessitates the notification of Individuals by Covered Entity under HITECH, Business Associate agrees that it shall immediately reimburse Covered Entity for the reasonable expenses of such notification process. Business Associate shall cooperate with any investigation (and/or risk assessment) of such incident conducted by Covered Entity in connection with any report made pursuant to this Section.

3.5 Subcontractors.

(a) Prior to the date on which any Subcontractor creates, receives, maintains or transmits PHI on behalf of Business Associate in connection with Business Associate's obligations under the Contemplated Agreement, Business Associate agrees to enter into a written agreement with any Subcontractor ("***Subcontractor Agreement***") to whom Business Associate provides PHI that requires them: (i) to comply with the same HIPAA Authorities that apply to Business Associate under the Agreement; and (ii) to comply with the same restrictions and conditions that apply to Business Associate through this Agreement with respect to such PHI.

(b) Upon Business Associate's knowledge of a material breach of the Subcontractor Agreement by Subcontractor, Business Associate shall immediately notify Covered Entity of such material breach in writing and, at its option (unless otherwise directed by Covered Entity), shall: (i) provide an opportunity for Subcontractor to cure the breach or end the violation and terminate this Agreement if Subcontractor does not cure the breach or end the violation within the cure period as specified by Covered Entity; (ii) immediately terminate this Agreement if Subcontractor has breached a material term of this Agreement and Business Associate (or Covered Entity) deems cure by the Subcontractor not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Covered Entity.

(c) Business Associate agrees to provide Covered Entity with a list of any and all such Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate in in connection with Business Associate's obligations under the Service Agreement with Covered Entity within thirty (30) days of such a request.

3.6 Access to Records. At the request of Covered Entity and within five (5) business days of such request and in a reasonable manner designated by Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in a manner compliance with 45 CFR §164.524 and/or other applicable provisions of the HIPAA Authorities.

3.7 Amendments to PHI. At the request of Covered Entity, or, as directed by Covered Entity, at the request of an Individual, Business Associate shall make, within five (5) business days of such request and in a reasonable manner designated by Covered Entity, any amendment(s) to PHI in a Designated Record Set to which the Covered Entity has agreed pursuant to 45 CFR §164.526, or shall otherwise assist Covered Entity in complying with Covered Entity's obligations under 45 CFR §164.526.

3.8 Availability of Internal Practices, Books and Records. Business Associate shall make its internal practices, books and records available to Covered Entity or the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Authorities, in a time and manner designated by Covered Entity or the Secretary, as applicable. Covered Entity reserves the right to request, and Business Associate shall provide, additional satisfactory assurances that Business Associate is meeting its applicable obligations under the HIPAA Privacy and Security Rules. Such requests may include, but are not limited to; an onsite audit, access to policies and procedures, risk assessment documentation, incident logs or information related to the Business Associate's Subcontractors compliance with their applicable obligations under the HIPAA Privacy and Security Rules.

3.9 Accounting of Disclosures. Business Associate shall document such disclosures of PHI and information related to such disclosures (i.e., (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such documentation shall be maintained with regard to all disclosures of PHI, except for those disclosures that are expressly exempted from the documentation requirement under the HIPAA Authorities (see, e.g., 45 CFR §§164.502; 164.508; 164. 510; 164.512, etc.). Documentation required to be collected by the Business Associate under this Section shall be retained for a minimum of six (6) years, unless otherwise provided under the HIPAA Authorities. Business Associate shall further provide the information collected pursuant to this Section to Covered Entity or an Individual, within five (5) business days of the applicable request and in a reasonable manner designated by Covered Entity, as necessary to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528 or other applicable provision of the HIPAA Authorities.

3.10 Disclosure of Minimum PHI. Business Associate agrees that it shall request, use and/or disclose only the amount and content of PHI that is the Minimum Necessary for Business Associate to fulfill its obligations under the terms and conditions of this Agreement. Business Associate acknowledges that such Minimum Necessary standard shall apply with respect to uses and disclosures by and among members of Business Associate's workforce as well as by or to third parties as permitted hereunder.

3.11 Notification of Claims. Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions ("***Actions***") arising out of or related to this Agreement or PHI, or relating to Business Associate's conduct or status as a business associate for any covered entity, regardless of whether Covered Entity and/or Business Associate are named as parties to such Actions.

3.12 Security Rule Requirements. Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement or the HIPAA Authorities of which it becomes aware, including any Security Incident. Accordingly, as also provided in Section 3.4, Business Associate agrees to report any suspected or successful Security Incident of which it becomes aware to Covered Entity immediately, but not later than 24 hours after discovery. All reports required of the Business Associate pursuant to this Section shall be provided as specified in Section 3.4 of this Agreement, including the actions and the mitigation steps, if any, taken by Business Associate in response to the Security Incident(s).

3.13 Compliance with HIPAA Authorities. Requirements of the HIPAA Authorities that are made applicable with respect to business associates, or any other provision required to be included in this Agreement pursuant to the HIPAA Authorities, are incorporated into this Agreement by this reference.

4. **Permitted Uses and Disclosures by Business Associate**.

4.1 Use or Disclosure to Perform Functions, Activities, or Services. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity as specified in the Contemplated Agreement, provided that such use or disclosure would not violate the Privacy Rule, or the policies and procedures of Covered Entity relating to the "Minimum Necessary Standard," if done by Covered Entity. Any such use or disclosure shall be limited to those reasons and those Individuals as necessary to meet the Business Associate's obligations under the Contemplated Agreement.

4.2 Appropriate Uses of PHI. Except as may be otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

4.3 Confidentiality Assurances and Notification. Except as may be otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that such PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which such PHI was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

4.4 Data Aggregation Services. As applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B), except as may be otherwise provided by this Agreement.

5. **Indemnification**. Each party (the "***Indemnitor***") shall indemnify and hold harmless the other party (the "***Indemnitee***") against, and reimburse such Indemnitee for, any expense, loss, damages, fees, costs, claims or liabilities of any kind arising out of or related to any Actions asserted or threatened by a

third party arising out of or related to the Indemnitor's acts and omissions associated with its obligations under this Agreement or its use or disclosure of PHI to the extent authorized under Texas law also including instances, when the Indemnitor is the Business Associate, the use and disclosure of PHI by a Subcontractor of Business Associate. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any such Action where authorized under Texas law.

6. **Obligations of Covered Entity**.

6.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.

6.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's permitted or required uses and disclosures of PHI. Business Associate shall comply with any such changes or revocations.

6.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI. Business Associate shall comply with any such restrictions. Business Associate shall immediately notify Covered Entity of any request for a restriction on the use or disclosure of an Individual's PHI that Business Associate receives from such Individual.

6.4 No Request to Use or Disclose in Impermissible Manner. Except as necessary for the Data Aggregation Services or management and administrative activities of the Business Associate as allowed herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. **Term and Termination**

7.1 Term. This Agreement shall be effective as of the earlier of the date first documented above and shall terminate upon execution of the Contemplated Agreement or for any reason or as otherwise provided in this Agreement.

7.2 Termination with Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, or its Subcontractors, Covered Entity shall, at its option: (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation as specified by Covered Entity; (ii) immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity deems cure by Business Associate not to be possible; or (iii) if neither termination nor cure are feasible, report the violation to the Secretary.

7.3 Effect of Termination.

(a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election), and shall retain no copies of, all PHI in the possession of Business Associate.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written approval, which shall not be unreasonably withheld, Business Associate may retain the PHI, but shall extend the protections of this Agreement (including, but not limited to, Sections 1 through 5) to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. **Standards for Electronic Transactions**. In connection with the Services to be provided to Covered Entity pursuant to this Agreement, Business Associate agrees that if it (or a Subcontractor) conducts an electronic transmission for which the Secretary has established a "standard transaction" under 45 C.F.R. Part 164, Subparts A, C, D and E, as applicable (the "*Electronic Transactions Standards*"), Business Associate (or its Subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any Subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or (iv) change the meaning or intent of the standard's implementation specification(s). Business Associate understands that Covered Entity reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

9. **Confidentiality of Business Information**.

9.1 Business Information. The confidentiality of all business information shall be subject to the separately executed non-disclosure agreement.

9.2 Response to Subpoena. Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entity within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

10. **Miscellaneous**.

10.1 Assignment; Waiver. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party. Except as provided herein, this Agreement shall create no independent rights in any third party or make any third party a beneficiary hereof. No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, or of any prior, concurrent, or subsequent breach.

10.2. Property Rights. All PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

10.3 Right to Cure. Business Associate agrees that in the event Business Associate fails to cure a breach of this Agreement pursuant to this Agreement, Covered Entity has the right, but not the obligation, to cure the same. Expenses, costs or fines reasonably incurred in connection with Covered Entity's cure of Business Associate's breach(es) shall be borne solely by Business Associate.

10.4 Injunctive Relief. Business Associate agrees that breach of the terms and conditions of this Agreement shall cause irreparable harm for which there exists no adequate remedy at law. Covered Entity retains all rights to seek injunctive relief to prevent or stop any breach of the terms of this Agreement, including but not limited to the unauthorized use or disclosure of PHI by Business Associate or any Subcontractor, contractor or third party that received PHI from Business Associate.

10.5 Survival; Severability. The respective rights and obligations of Business Associate under this Agreement, including but not limited to Business Associate's indemnification obligations, shall survive the termination of this Agreement. The parties agree that if a court determines that any of the provisions of this Agreement are invalid or unenforceable for any reason, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement.

10.6 Entire Agreement; Amendment. This document, together with any written Schedules, amendments and addenda, constitutes the entire agreement of the parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Authorities. Any modifications to this Agreement shall be valid only if such modifications are in accordance with the HIPAA Authorities, are made in writing, and are signed by a duly authorized agent of both parties.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas to the extent that the HIPAA Authorities do not preempt the same.

10.8 Notice. Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, to the following address:

If Covered Entity:		**If Business Associate:**	
Name:	Robert Miromonti	Name:	_____
Title:	VP, Compliance	Title: c/o	_____
Company:	Centene Corporation	Company:	_____
Address:	7700 Forsyth Blvd	Address	_____
	St. Louis, MO 63105		_____
Phone:	(314) 725-4477	Phone:	_____

10.9 Independent Contractors. For purposes of this Agreement, Covered Entity and Business Associate, and Covered Entity and any Subcontractor of Business Associate, are and will act at all times as

independent contractors. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the parties.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

COVERED ENTITY	**BUSINESS ASSOCIATE**
By: _____	By: _____
Title: CFO	Title: _____
Date: 12/12/16	Date: _____

Commissioners Court - Regular Session **53.**

Meeting Date: 01/10/2017

Capital Area Metropolitan Planning Organization Purchasing Interlocal Agreement

Submitted For: Julie Kiley **Submitted By:** Cortney Meier, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the purchasing cooperative interlocal agreement with Capital Area Metropolitan Planning Organization.

Background

This agreement allows Capital Area Metropolitan Planning Organization the ability to purchase from Williamson County's competitively bid contracts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAMPO Purchasing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/04/2017 04:37 PM
Form Started By: Cortney Meier		Started On: 01/04/2017 07:41 AM
Final Approval Date: 01/04/2017		

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Capital Area Metropolitan Planning Organization (CAMPO), a political subdivision of the State of Texas ("Travis County"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County"); acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts (County Purchases) pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

The term of this Agreement shall be for a period of five **(5) years** commencing on the last date of execution hereof ("Effective Date").

or

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III
APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of selected goods and/or services using County Purchases. Each party will maintain a listing of County Purchases which are available for the other party's use. To utilize one or more of such County Purchases, each party must request authorization, in writing, to the other party. Upon receipt of the request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting party. Each party agrees that the bidding for County Purchases shall be conducted by each party according to its usual bidding procedures and in accordance with applicable State of Texas statutes and laws. Furthermore, each party agrees that all specifications for selected goods and/or services shall be determined by the party that conducted the bid for a particular Annual Contract.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

The Executive Director of CAMPO or his/her designee is authorized to act on behalf of CAMPO in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

ARTICLE V
PURCHASING AND PAYMENT TERMS

Each party shall make payments directly to the vendor under the Annual Contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The vendor or vendors of an Annual Contract shall bill the party directly for all items purchased by such party.

ARTICLE VI
RESPONSIBILITY FOR VENDOR'S COMPLIANCE

Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery under an Annual Contract.

ARTICLE VII
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity. The employees of one party shall not be deemed or construed to be the employees of the other party for any purposes whatsoever.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

C. Amendment: This Agreement may be amended by the mutual written agreement of both parties hereto.

D. Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Assignment: No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

F. No Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of

any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

H. Construction: Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

I. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, or to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters 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.

J. Governing Law: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

L. Recitals: The recitals to this Agreement are incorporated herein.

M. Counterparts: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 14th day of December, 2016.

By: _____

Printed Name: Ashby Johnson

Title: Executive Director

Address:

Capital Area Metropolitan Planning Organization
3300 N IH 35, Suite 630
Austin, Texas 78705

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **54.**

Meeting Date: 01/10/2017

Approving New Postage Machine Agreement for District Clerk's Office

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County District Clerk's Office.

Background

This was requested by Teresa Maskunas, Assistant Chief Deputy; this new machine will replace an old Pitney Bowes machine located in their office that Pitney Bowes no longer will service. This Agreement is for 36 months at $478.95/month and will be billed quarterly at $1436.85. This is on the TPASS CO-OP 985-L1. Legal and Audit have provided their approval for this Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Sydney Richardson		Started On: 12/27/2016 08:49 AM
Final Approval Date: 01/02/2017		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

WILLIAMSON CNTY DISTRICT CLERK			
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
405 MARTIN LUTHER KING ST STE 135	GEORGETOWN	TX	78626-4901
Billing Address : Street	City	State	ZIP+4
Sean Johnson	5129431549	0016662579	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
405 MARTIN LUTHER KING ST STE 135	GEORGETOWN	TX	78626-4901
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Teresa Maskunas	5129431212	0016662579	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	2017-02-28		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (120/60 LPM)
1	ERPP	E-Certified/eRR Productivity Pack
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	SBDS	Barcode Scanner
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

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See Pitney Bowes Terms for additional terms and conditions

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
36	$ 478.95	$ 1,436.85

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Michael Dichiaro
Print Name

Credit Manager
Title

12/14/16
Date

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

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Commissioners Court - Regular Session **55.**

Meeting Date: 01/10/2017

Approving new Agreement for Postage Machines for Attorney's Office

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a DM400C Postage Machine for the Williamson County Attorney's Office.

Background

This was requested by Stephanie Lloyd, Office Administrator Assistant to Dee Hobbs, Williamson County Attorney; this new machine will replace an old Pitney Bowes machine located in their office that Pitney Bowes no longer will service. This Agreement is for 36 months at $149.78/month and will be billed quarterly at $449.34. This is on the BuyBoard CO-OP 496-15. Legal and Audit have provided their approve for this Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Sydney Richardson		Started On: 12/27/2016 08:54 AM
Final Approval Date: 01/02/2017		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

WILLIAMSON COUNTY ATTORNEY WILLIAMSON CNTY COURTHOUSE			
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
405 Martin Luther King St Ste 229	Georgetown	TX	78626-4901
Billing Address : Street	City	State	ZIP+4
STEPHANIE LLOYD	5129431116	0016659815	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
405 Martin Luther King St Ste 229	Georgetown	TX	78626-4901
Installation Address (if different from billing address) : Street	City	State	ZIP+4
STEPHANIE LLOYD	5129431116	0016659815	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
	2017-02-19		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	DM400C	DM400C Digital Mailing System
1	1FAE	Basic Accounting -50 Accounts
1	1FY9	DM400 70 LPM
1	1GW9	10lb Integrated Weighing Feature
1	4CES	US LIVE DM400C BASE - ES2
1	G900	Meter for DM300/DM400/475 Series
1	G9SS	USPS Tracking Services Activation
1	MP0X	Differential Weigh 2, 5, & 10lb scale
1	MP9G	Integrated Weighing Platform
1	SBTA	DM400C Digital Meter System
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM400C Digital Mailing System)

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	$ 149.78	$ 449.34

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states/buyboard and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

496-15
State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Michael Dichiaro
Print Name

Credit Manager
Title

12/14/16
Date

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

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Commissioners Court - Regular Session **56.**

Meeting Date: 01/10/2017

Approving new Agreement for Postage Machines for County Clerk's Office

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the new Agreement with Pitney Bowes for a SendPro P Series Postage Machine for the Williamson County Clerk's Office.

Background

This was requested by Sean Johnson, Executive Assistant to the Williamson County Clerk; this new machine will replace an old Pitney Bowes machine located in their office that Pitney Bowes no longer will service. This Agreement is for 36 months at $478.95/month and will be billed quarterly at $1436.85. This is on the TPASS CO-OP 985-L1. Legal and Audit have provided their approval for this Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Sydney Richardson		Started On: 12/27/2016 08:59 AM
Final Approval Date: 01/02/2017		

pitney bowes

State and Local Fair Market Value Lease

Agreement Number

Your Business Information

WILLIAMSCOUNTY COUNTY CLERK			
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
405 MARTIN LUTHER KING ST STE B11	GEORGETOWN	TX	78626-4901
Billing Address : Street	City	State	ZIP+4
Sean Johnson	5129431549	0016662897	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
405 MARTIN LUTHER KING ST STE B11	GEORGETOWN	TX	78626-4901
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Sean Johnson	5129431549	0016662897	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
na	2017-02-26		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P1500 Series Bundle (120/60 LPM)
1	ERPP	E-Certified/eRR Productivity Pack
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	SBDS	Barcode Scanner
1	SJM5	SoftGuard for SendPro P1500
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)

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See Pitney Bowes Terms for additional terms and conditions

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
36	$ 478.95	$ 1,436.85

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract #

Lessee Signature

Print Name

Title

Date

Email Address

Michael Dickens
Pitney Bowes Signature

Michael Dickens
Print Name

Credit Manager
Title

12/14/16
Date

Sales Information

Account Rep Name 1	Split	Sales Rep ID	District Office
Account Rep Name 2	Split	Sales Rep ID	District Office

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Commissioners Court - Regular Session **57.**

Meeting Date: 01/10/2017

Emergency Services contract with MTech for replacement of HVAC unit at the Health District 312 Main Street

Submitted By: Teri Jeffries, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to ratify the emergency services contract with MTech for the unanticipated necessity to replace, purchase and install a new HVAC unit at the Williamson County Historic Jail Building, currently occupied by the Health District, located at 312 Main Street, Georgetown, TX.

Background

During the freezing temperatures experienced several weeks ago, the HVAC unit, located at 312 Main Street, occupied by the Health District, failed. Due to the age of the unit, repairs was unable to be completed. The unit failed subsequent to the last opportunity to place an item on the agenda for the final Commissioners Court in December; therefore, an emergency purchase was necessary to ensure the staff had proper heat as quickly as possible, and prior to the next opportunity to seek approval from the Court on January 10, 2017. Additionally, the unit required approximately a week to order and have installed; therefore, increasing the need to purchase the unit as an emergency to provide adequate heat for the building and staff. Provisional heating units were placed in the building in the interim.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mtech HVAC unit quote

MTech Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Teri Jeffries		Started On: 12/27/2016 09:11 AM
Final Approval Date: 01/02/2017		

ITBs to: mtech-bids@csusa.us

1720 Royston Lane, Round Rock, Texas 78664 λ Phone: (512) 929-7090 λ Fax: (512) 929-7197
TACLA021308C / M-18971 / TECL 25202

QUOTE TO: Williamson County **DATE: December 20, 2016**
FOR THE PROJECT: RTU Change Out @ 312 Main Street, Georgetown, TX
ATTENTION: Toby Bonnet
EMAIL:

RTU Change Out @ 312 Main Street, Georgetown, TX HVAC Quote

We offer the following proposal for your consideration for the HVAC scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications, this proposal is in accordance with the drawings & specifications as prepared by Carson Design Associates, dated 3/23/16. (0) Addenda Acknowledged.

QUOTED HVAC PRICE: $19,812.00

Add for tax if required: $1,634.49

INCLUDED IN PRICE:

1. Price is contingent on the new unit matching up with existing ductwork
2. Change out of one package rooftop unit
3. Associated duct to reconnect to existing
4. Required gas piping to reconnect including one new isolation valve
5. Condensate reconnection
6. Crane
7. Haul off old unit

NOT INCLUDED IN PRICE:

1. **PERMIT**
2. Roofing
3. Structural engineering or structural supports / angle iron framing / structural steel
4. Painting of HVAC equipment or material beyond factory finishes
5. Repairs to existing material or equipment not specifically noted above
6. Engineering work of any kind
7. 3rd Party testing of any kind not specifically noted above
8. 3rd Party Commissioning Agent Fees
9. 3rd Party duct cleaning
10. Remodel / Sales Tax of any kind

Sincerely,
Victor Mangold

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR INSTALLATION COMPONENT OF
HVAC UNITS
(Historic Jail Building)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated December 20, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $19,812.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated December 20, 2016, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving fourteen (14) days written notice thereof.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

Authorized Signature

Exhibit "A"
(Quote/SOW dated December 20, 2016, incorporated herein as if copied in full)

Commercial HVAC · Plumbing · Electrical
COMFORT SYSTEMS USA

ITBs to: mtech-bids@csusa.us

1720 Royston Lane, Round Rock, Texas 78664 λ Phone: (512) 929-7090 λ Fax: (512) 929-7197
TACLA021308C / M-18971 / TECL 25202

QUOTE TO: Williamson County **DATE: December 20, 2016**
FOR THE PROJECT: RTU Change Out @ 312 Main Street, Georgetown, TX
ATTENTION: Toby Bonnet
EMAIL:

RTU Change Out @ 312 Main Street, Georgetown, TX HVAC Quote

We offer the following proposal for your consideration for the HVAC scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications, this proposal is in accordance with the drawings & specifications as prepared by Carson Design Associates, dated 3/23/16. (0) Addenda Acknowledged.

QUOTED HVAC PRICE: $19,812.00

Add for tax if required: $1,634.49

INCLUDED IN PRICE:

1. Price is contingent on the new unit matching up with existing ductwork
2. Change out of one package rooftop unit
3. Associated duct to reconnect to existing
4. Required gas piping to reconnect including one new isolation valve
5. Condensate reconnection
6. Crane
7. Haul off old unit

NOT INCLUDED IN PRICE:

1. **PERMIT**
2. Roofing
3. Structural engineering or structural supports / angle iron framing / structural steel
4. Painting of HVAC equipment or material beyond factory finishes
5. Repairs to existing material or equipment not specifically noted above
6. Engineering work of any kind
7. 3rd Party testing of any kind not specifically noted above
8. 3rd Party Commissioning Agent Fees
9. 3rd Party duct cleaning
10. Remodel / Sales Tax of any kind

Sincerely,
Victor Mangold

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1-800-803-9202, 512-463-6599

Commissioners Court - Regular Session **58.**

Meeting Date: 01/10/2017

Payroll Services for referred and existing temp labor for Elections

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for RFP#1612-131, Payroll Services for Existing and Referred Temporary Labor for the Williamson County Election Administration

Background

This RFP is being re-bid with revised specifications. It was first issued in July 2016. The only proposal was rejected due to coming in over budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Kerstin Hancock		Started On: 12/27/2016 10:49 AM
Final Approval Date: 01/02/2017		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICIATION 1612-131

Payroll Services for existing Temporary Labor for the Elections Administration

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jan 31, 2017 3:00:00 PM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Jan 31, 2017 3:00:00 PM CST

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Bid 1612-131
Payroll Services for existing Temporary Labor for the Elections Administration

Bid Number	1612-131
Bid Title	Payroll Services for existing Temporary Labor for the Elections Administration
Bid Start Date	In Held
Bid End Date	Jan 31, 2017 3:00:00 PM CST
Question & Answer End Date	Jan 25, 2017 5:00:00 PM CST
Bid Contact	Kerstin N Hancock 512-**943**-1546 khancock@wilco.org
Contract Duration	**3 years**
Contract Renewal	4 annual renewals
Prices Good for	**180 days**
Pre-Bid Conference	**Jan 18, 2017 2:00:00 PM CST** **Attendance is optional** **Location: Williamson County Purchasing Department** **901 S. Austin Ave.** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking proposals for Payroll services for existing and referred Temporary Labor Services for the Williamson County Election Administration for early voting and Election Day positions.** **All required documents must be submitted with proposal:** **-Transmittal Letter** **-Executive Summary** **-Proposal Response** **-Acknowledgement of addenda (if applicable)** **-Cost Proposal sheet Appendix A** **-Conflict of Interest Statement** **-Proposal References** **-Sample Contract** **-Sample of all required new employee paperwork**

Item Response Form

Item	**1612-131--01-01 -** Please attach all required proposal documents to this line item
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas**
	No Location Specified

Qty 1

Description

Please attach all required proposal documents to this line item:
Transmittal Letter
Executive Summary
Proposal Response
Acknowledgement of Addenda (if applicable)
Cost Proposal sheet Appendix A
Conflict of Interest Statement
Proposal References
Sample Contract
Sample of all required new employee paperwork

CHECK LIST FOR REQURIED DOCUMENTS

PAYROLL SERVICES FOR REFERRED AND EXISTING TEMPORARY LABOR FOR ELECTIONS
1612-131

Bid may not be deemed complete without the inclusion of requested material below. These required forms should be attached to the line item. Please use this document as a check list for you to make sure you have completed this Proposal Package.

☐	Transmittal Letter
☐	Executive Summary
☐	Proposal Response
☐	Acknowledgement of Addenda (if applicable)
☐	Cost Proposal sheet Appendix A
☐	Conflict of Interest Statement (completed and signed)
☐	Proposal References
☐	Sample Contract
☐	Sample of all required new employee paperwork

Specifications

1 Proposal Specifications

1.1 Background Information

Williamson County wishes to utilize a payroll service agency to process payroll checks for referred and existing temporary employees working elections held throughout the year. Utilization of temporary staff will fluctuate depending on the size of each election held. In even-numbered years the major elections are March primaries, early-May municipal elections, late-May primary runoffs, possible June runoffs, November general election, and possible mid-December runoffs. In odd-numbered years, the major elections are early-May municipals, June runoffs, November special elections and possible December runoffs.

1.2 Scope of Work

Williamson County is seeking proposals for Payroll Services for referred and existing Temporary Labor for the Elections Administration for early voting and Election Day positions. The Williamson County Elections Administration will provide a list of requirements and a list of qualified, experienced workers and assignment locations for these positions to the successful respondent. Respondent must provide payroll processing for the positions and assignments listed in Appendix B. The Williamson County Election Administration may hire additional staffing on an as needed basis on the spot during Election events. Final approval will remain with Williamson County.

1.3 Minimum Requirements (Pass/Fail Requirements). Please elaborate on each item on how it will be facilitated/processed by your company

1.3.1 Respondents must include the following documentation with their proposal:

1.3.1.1 Actual and markup cost percentage for each position cost per hour (please enter on cost proposal sheet Appendix A)

1.3.1.2 Sample of all new employee paperwork to be completed on each temporary worker

1.3.2 Allow and accept employee documentation within 24 hours of hire.

1.3.3 Maintain paperwork for all employees whether assigned or not as they may be utilized at any time (time sheets, new hire, paperwork etc.)

1.3.4 Physically be present at Elections Department to assist new hires with questions and the hiring process during central counting operations on Election night only. (Estimated 4-7days per year)

1.3.5 Provide ability to submit and receive new hire paperwork both electronically and in paper form.

1.3.6 Provide the ability to have customized payroll items, such as

- itemized paychecks
- list line items on pay stub as provided on a customized timesheet
- ability to process payroll based on multiple project id's (i.e. multiple elections worked) during same pay period

1.3.7 Provide options for both direct deposit and check submittal of payment

1.3.8 Provide reports coinciding with agency Pay Dates for election personnel which include each employee's name, position worked, project code, hourly pay rate, regular and overtime hours, gross pay, pay date, and report that includes each employee's gross pay, taxes, and percent mark-up cost.

1.3.9 Provide the ability to verify check has or has not been cashed

1.3.10 Provide the ability for Elections Administrator or designated representative to view/verify payment processing status

1.3.11 Provide Payroll services including processing of Federal Payroll Taxes, Unemployment Insurance, (criminal background checks as requested – **NOTE: Not every position needs to a background check)** and quarter/annual tax reporting, and W2 reporting under Respondent's tax id

1.3.12 Include post payroll reports that include the actual markup cost for each position, to include FICA

1.4 Preferred Requirements

1.4.1 Verify mailing addresses on time sheets of employees prior to mailing paychecks.

1.4.2 Respondent to receive list of approved workers/pay rates from the Elections Administrator or a designated representative.

1.4.3. Employees must submit timesheets to the Elections Administrator or designated representative. Timesheets will be reviewed and processed by the Respondent and submitted for approval to the Elections Administrator or designated representative. Any corrections will be issued after approval by the Elections Administrator or designated representative.

1.4.4 Provide ability for web-based, remote accessible portal for Elections to submit time sheets and payroll information to successful vendor. Within the system the Elections Administrator or designated representative should:

- Have the ability to run reports regarding payroll information
- Have the ability to verify check has or has not been cashed
- Have the ability to view/verify payment processing status

1.4.5 Provide representatives who are bilingual (English and Spanish)

1.4.6 Provide comprehensive payroll services to include accumulations, tabulations and payment for services of completed weekly pay period. Accounting for all applicable state and federal taxes, to include annual required tax documents

1.4.7 Provide existing Government references with contracts of similar size and scope.

1.4.8 Provide all terminated clients within the past 12 months.

1.5 Additional Information

1.5.1 Employees hired by the respondent will be Williamson County employees or at a minimum co-employees between the respondent and Williamson County.

1.5.2 Election Judges and poll workers are exempt from completing Forms I-9 1

1.6 Questionnaire

1.6.1 What is your pay week/pay period?

1.6.2 Once successful Respondent receives payroll documentation approved by Elections, how long is the processing period before workers are paid?

1.6.3 Do you have an office within Williamson County? If not, where is your closest location?

1.6.4 Elaborate on what kind of customized payroll report including gross salary and markup cost per project id (Election event) you can provide?

1.6.5 How many years have you been in business?

1.6.6 Does your company have experience with Government or Elections workers? If so, provide any references, contracts of similar size and scope.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

1.2 Price Proposal

The Respondent must utilize the price sheet form as provided in the Appendix A which will be attached to this RFP. The Price Proposal should be included in each copy of the Proposal if submitted in paper form.

Note: Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at the County's sole discretion, result in the Respondent's disqualification.

1.3 Proposal Evaluation and Selection

1.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character,

responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."

1.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal. Finalist (s) references may be called in order to substantiate the Committee's recommendation for award.

1.3.3 Mandatory Criteria

Minimum requirements must be passed in order to be considered for scoring as described in section 1.3.4

Minimum Requirements	yes	no	Elaborate on why your company does or does not meet the requirement
1.3.1.1. Proposal Cost Sheet Appendix A			
1.3.1.2 Sample of new employee paperwork			
1.3.2 Allow and accept employee documentation within 24 hours			
1.3.3 Maintain paperwork for all employees (time sheets, new hire, paperwork etc.)			
1.3.4 Physical presence during central counting operations during election events			
1.3.5 Ability to submit and receive new hire paperwork both electronically and in paper form			
1.3.6 Ability to have customized payroll items as referenced in section 1.3.6 of the specifications			
1.3.7 Options for both direct deposit and check submittal of payment			
1.3.8 Reports regarding payroll information as specified in section 1.3.8 of the specifications			
1.3.9 Ability to verify check has or has not been cashed			
1.3.10 Provide the ability for Elections Administrator or designated representative to view/verify payment processing status			
1.3.11 Provide Payroll services including processing Federal Payroll Taxes, Unemployment Insurance, (criminal background checks as requested)			
1.3.12 Include post payroll reports that include the actual markup cost for each position, to include FICA			

1.3.4 Graded Evaluation Factors

The following graded evaluation factors will be used to determine how well a Respondent(s) meet(s) the desired performance.

Evaluation Criteria	Total Points Available	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)
Overall experience of Team	**5**	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Technical Expertise w/ Elections Process	**5**	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Local Presence/ ability to be present during training	**5**	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Adaptability to support Williamson County's needs	**5**	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Demonstrated Success in past projects with like scope and complexity	**5**	5 = Significantly Exceeds Requirements 4 = Marginally Exceeds Requirements 3 = Meets Requirements 2 = Marginally Meets Requirements 1 = Does Not Meet Requirements
Price (RFP Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 10 (points)if cost is weighted as 40%	**10**	
Total	**35**	**(Highest scorers = Proceed to Interviews)**

Evaluation Criteria Summary	Total maximum points
Evaluation Criteria 1-5	25 (5 points for each criteria)
Evaluation Criteria 6 (Price)	10 (weighted at 40% of the total maximum points of criteria – 40 x 40% = 10 maximum points)

1.3.5 Interviews

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

1.3.6 Additional Evaluation Information

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations **for** satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

1.4 Technical Contact

Christopher Davis, Elections Administrator (or successor), Williamson County, 301 SE Inner Loop, Suite 104, Georgetown, TX shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

1.5 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of thirty-six (36) months beginning on April 1, 2017 through March 31, 2020

1.6 Contract Extensions

The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of eighty-four (84) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Respondent may elect

to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

1.7 Insurance Requirements

By signing its Proposal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

1.8 Legal Compliance

The Successful Respondent shall have the ability to provide services for this specific project without any legal impediment in the opinion of legal counsel for Williamson County. This includes adequate confirmation that there is no conflict of interest, including but not limited to, the appearance of improper influence over the administration of elections. *See* Tex. Const. Art. XVI, § 1 (stating in relevant part that "I have not directly or indirectly … offered … any money or thing of value … or promised any … employment for the giving or withholding of a vote …"). Williamson County reserves the right to consider legal compliance information in the recommendation of any proposed contract to the Williamson County Commissioners Court, including all local, state, and federal laws.

1.9 Tentative Schedule

Event	Date	Time
RFP released in BidSync	January 10, 2017	
Deadline for RFP questions	January 25 , 2017	5:00PM
RFP final responses due	January 31, 2017	3:00PM
Contract awarded	March 14, 2017	
Contract effective date	April 1, 2017	

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm 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 the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

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. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics 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 Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. 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 equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or 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 the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 that the County, and its 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.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the 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 the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the 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. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the 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 the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the 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 the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 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.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The 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, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the 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 Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) 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.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent 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.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent 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 Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) 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 the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

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 following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation 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. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal 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 Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent 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 judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the 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 RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

COST PROPOSAL APPENDIX A

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Markup cost percentage per hour for each position provided

Name and Address of Respondent:

_____

Telephone, email address_____

Signature: _____

Printed Name: _____

Title: _____

JOB DESCRIPTIONS APPENDIX B

Position Name	Position Description	hourly pay
Supervisor, Early Voting (EV)	Early Voting Supervisors are responsible for overall supervision and set up of the Early Voting polling location. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	$12
Alternate Supervisor, EV	Early Voting Alternate Supervisors assist the Supervisors as assigned and must be ready to assume the duties of the Supervisor if the need arises. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	$10
Clerks, EV	Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 15 hours.	$10
Student Clerks, EV	Student Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be between 16 but not yet 18 and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 14 hours.	$10
Supervisor, Mobile - EV	Early Voting Mobile Supervisors are responsible for overall supervision of the Early Voting polling location. The mobile position requires the set up and breakdown of a polling place located in multiple locations throughout the Early Voting period. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	$14

Position Name	Position Description	hourly pay
Alternate Supervisor, Mobile - EV	Early Voting Alternate Supervisors assist the Supervisors as assigned and must be ready to assume the duties of the Supervisor if the need arises. The mobile position requires the set up and breakdown of a polling place located in multiple locations throughout the Early Voting period. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	$12
Clerks, Mobile - EV	Clerks perform duties in the polling location as assigned by the Supervisor including checking in voters and activating ballots on voting equipment. Clerks working on the mobile team work in multiple locations throughout the Early Voting period. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters. Work is generally performed for a 2-week period and may include days as long as 11 hours.	$12
Judge, Election Day (ED)	Judges are responsible for overall supervision and set up of the polling location. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	$12
Alternate Judge, ED	The Alternate Judge assists the Judge as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	$10
Clerks, ED	Clerks perform duties in the polling location as assigned by the Judge including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be over 18, registered voters of the County and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	$10
Student Clerks, ED	Student Clerks perform duties in the polling location as assigned by the Judge including checking in voters and activating ballots on voting equipment. This position involves sitting at a table or other workstation, working at a computer, and standing. Must be between 16 but not yet 18 and have the ability to read and write in English in order to fill out the required paperwork and assist voters.	$10

Position Name	Position Description	hourly pay
Field Techs, EV and ED	Field Technicians are dispatched to assigned polling locations to bring supplies and troubleshoot issues with voting equipment. This position involves the ability to operate a motor vehicle, lift and move voting equipment weighing approx. 50 lbs., sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of the job.	$14
Central Count, Judge	The Central Count Judge maintains order at Central Counting Station, confers with and advises the Central Count Manager or Elections Administrator on activities at the Central Counting Station. This position involves sitting at a desk or other workstation, walking, and standing	$12
Central Count, Alternate Judge	The Central Count Alternate Judge assists the Central Count Judge with duties as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves sitting at a desk or other workstation, walking, and standing.	$10
Central Count (inside)	Inside Central Count workers perform clerical duties as assigned by the Central Count Manager. This position involves sitting at a desk, table, or other workstation, standing, bending, filing and sorting. May require lifting of boxes up to 50lbs.	$10
Central Count (outside)	Outside Central Count workers receive and retrieve voting supplies from vehicles of Judges. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of this job and working outside.	$10
Central Count (Team Leader, outside)	Supervises outside Central Count workers in the unloading of vehicles and clears Judge once all items have been received. This position requires attention to detail, the ability to stand for an extended period of time, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of this job and working outside.	$12
Public Test	Public Test workers input a designated number of votes into electronic voting equipment to test the accuracy of the machines. This position involves sitting for a period of time in front of electronic voting equipment and standing.	$10
Judge, Early Voting Ballot Board (EVBB)	The Early Voting Ballot Board Judge maintains order at all Ballot Boards, observes the tabulation of Early Voting ballots and oversees the duplication and resolution process. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	$12
Alternate Judge, EVBB	The Early Voting Ballot Board Alternate Judge assists the Early Voting Ballot Board Judge with duties as assigned and must be ready to assume the duties of the Judge if the need arises. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	$10

Position Name	Position Description	hourly pay
Clerks, EVBB	Early Voting Ballot Board clerks meet to verify seals on some Early Voting supplies and to verify signatures on mail ballots. This position involves sitting at a desk, table, or other workstation, working at a computer, sorting and counting ballots, and operating mail opener equipment.	$10
Security	Manages traffic at the entrance and exit to the street and parking lot where Judges are driving to follow the route for picking up or returning election supplies. Provides security at the pick-up or drop-off points and in the Building and traffic control. This position includes walking, standing, sitting, and working outside. Must have the ability to manage physical restraint situations and be able to hear audible sounds such as normal conversations, alarms and radio transmissions.	$40 with a 4 hour minimum
Warehouse	Warehouse workers perform duties as assigned by the Warehouse Manager to prepare voting equipment and supplies to dispatch to our polling locations and to receive items back into the warehouse. This position involves the ability to lift and move voting equipment weighing approx. 50 lbs., operate a motor vehicle, possibly operate a county-owned van or lift truck, use copy machine, attention to detail, prolonged sitting, counting, driving, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of the job.	$10-$12.50
Data Entry/Scanning	Data Entry/Scanning workers use computers to input voter registration applications and other voter related materials into our database and scan images using a batch or desktop scanner. This position involves prolonged sitting at a desk or other workstation, typing, scanning and standing.	$12
Phone Bank	Phone Bank workers operate multi-line telephones to answer questions and provide information to people calling into the office. They may use computers to look up information in our database or on the internet (website) and input call information into support software. This position involves prolonged sitting at a desk or other workstation, computer use, typing, and standing	$12

Question and Answers for Bid #1612-131 - Payroll Services for existing Temporary Labor for the Elections Administration

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **59.**

Meeting Date: 01/10/2017

Professional Services Agreement with PaveTex Engineerings under RFQ 1602-057-1

Submitted By: Teri Jeffries, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize and award the Professional Services Agreement with PaveTex Engineering and Testing, Inc., for Geotechnical Engineering and Material Testing Services, as needed, under RFQ 1602-057-1 for the Road and Bridge Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSAPaveTex Geotech services agreement part 1

PSAPaveTex Geotech services agreement part 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Teri Jeffries		Started On: 12/27/2016 11:38 AM
Final Approval Date: 01/02/2017		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **PaveTex Engineering & Testing, Inc. ("Engineer")**
ADDRESS: **3989 E Highway 290 Dripping Springs, TX 78620**
PROJECT: **Geotechnical Engineering and Materials Testing ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Hundred Thousand Dollars ($300,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

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[b] *See* Art. 6, *supra*.

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Sarah Tahmoress
PaveTex Engineering & Testing, Inc.
3989 E Highway 290
Dripping Springs, TX 78620

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated

Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or

modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to

completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES,

INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Sarah Tahmoressi
PaveTex Engineering & Testing, Inc.
3989 E Highway 290
Dripping Springs, TX 78620

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results

from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract

Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

PaveTex Engineering & Testing, Inc.

By Sarah Tahmoressi

Printed Name: Sarah Tahmoressi

Title: CFO

Date: December 21, 2016

SUBSCRIBED and sworn to before me the undersigned authority by Sarah Tahmoressi the CFO of **ENGINEER**, on behalf of said firm.

Patricia Collins
Notary Public in and for the
State of Texas

PATRICIA E. COLLINS
Notary Public, State of Texas
Comm. Expires 09-21-2020
Notary ID 11228227

My commission expires: 09-21-2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

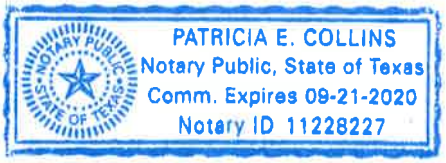
(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

SUBSCRIBED and sworn to before me the undersigned authority by Sarah Tahmoressi _____ the CFO _____ of Pavetex, Inc., on behalf of said firm.

Patricia Collins

Notary Public in and for the
State of Texas



My commission expires: 09-21-2020

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

PaveTex Engineering & Testing, Inc.
Name of Firm

Sarah Tahmoressi
Signature of Certifying Official

Sarah Tahmoressi
Printed Name of Certifying Official

CFO
Title of Certifying Official

December 21, 2016
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

EXHIBIT B

ENGINEERING SERVICES

Provide Geotechnical Engineering services as directed by Williamson County representatives on on-call basis. The scope of services will be defined in each Work Authorization. The following is a general description of services anticipated to be provided under this contract.

- Perform Quality Assurance (QA) and Quality Control (QC) construction materials sampling and testing as requested, including both laboratory and field testing of soils, base, concrete and hot mix materials, using ASTM or TxDOT testing methods.

- Perform geotechnical investigations and forensic investigations including borings, pavement cores, non-destructive testing, and other geotechnical testing as directed.

- Collect samples, perform laboratory testing, interpret field data, and prepare Geotechnical Reports.

- Provide recommendations and prepare written reports for pavement design, foundation design, slope stability, and other geotechnical issues.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (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 _____.

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 _____ ____, 20_____. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	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

EXHIBIT D

RATE SCHEDULE

See Attached

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Williamson County 2016 Price List

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

Field Testing Equipment (2 Hr Min, Tech Time Not Included)	Unit	Unit Cost
HMAC Coring		
Coring Equipment Mobilization	trip	$75
0"-6" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$95
> 6"-10" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$110
> 10"-14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$150
> 14" Depth & 6" ⌀ (incl. Patching & Sample Prep)	ea.	$4/ in. over 14"
Concrete Coring		
Mileage- State Allowable Rate (Portal to Portal)	mile	IRS Rate
Concrete Coring Equipment	hr.	$55.00
Concrete Core Bit Charges		
3" Diameter Core	in.	$5
4" Diameter Core	in.	$6
6" Diameter Core	in.	$8
Traffic Control		at Cost

Soils & Aggregates (100-E Series)

Test For	Test Method	Unit	Unit Cost
Sample Preparation	Tex-101-E	ea.	$50
Moisture Content	Tex-103-E	ea.	$25
Atterberg Limits	Tex-104-E, 105-E & 106-E	ea.	$75
Linear Bar Shrinkage	Tex-107-E	ea.	$75
Sieve Analysis	Tex-110-E, Pt. 1	ea.	$55
Sieve Analysis	Tex-110-E, Pt. 2	ea.	$85
Moisture- Density Relationship	Tex-113-E	ea.	$350
Moisture- Density Relationship	Tex-114-E	ea.	$250
Wet Ball Mill	Tex-116-E	ea.	$250
Texas Triaxial Compression	Tex-117-E, Pt. 1	ea.	$1,100
Full Triaxial Testing *	* See Note	ea.	$1,700
Soil- Cement Testing	Tex-120-E, Pt. 1	ea.	$1,100
Soil- Cement Testing	Tex-120-E, Pt. 2	ea.	$300
Soil- Lime Testing	Tex-121-E, Pt. 1	ea.	$1,100
Soil- Lime Testing	Tex-121-E, Pt. 2	ea.	$300
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,100

Williamson County 2016 Price List

Soils & Aggregates (100-E Series)- Cont.			
Test For	**Test Method**	**Unit**	**Unit Cost**
Soil pH	Tex-128-E	ea.	$50
Resistivity	Tex-129-E	ea.	$300
Tube Suction Test	Tex-144-E	ea.	$100
Sulfate Content	Tex-145-E	ea.	$225
Conductivity of Soils	Tex-146-E	ea.	$25
Hydrometer Analysis	AASHTO T 88	ea.	$450
California Bearing Ratio	AASHTO T 193/ ASTM C 1883	ea. point	$300

** Full Triaxial Testing includes the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial*

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis	Tex-200-F, Part I	ea.	$50
Washed Sieve Analysis	Tex-200-F, Part II	ea.	$85
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$85
Apparent Specific Gravity	Tex-202-F	ea.	$85
Sand Equivalent	Tex-203-F	ea.	$85
Mix Design	Tex-204-F	ea.	$2,500
Mixing	Tex-205-F	set of 3	$75
Molding (TGC)	Tex-206-F	set of 3	$60
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$40
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$25
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$30
In-Place Air Voids (Core Lock)	Tex-207-F, Part VI	set of 2	$75
Hveem Stability	Tex-208-F	set of 3	$120
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$175
Asphalt Recovery from Abson Process	Tex-211-F	ea.	$250
Moisture Content	Tex-212-F	ea.	$25
Hydrocarbon Volatile Content	Tex-213-F	ea.	$100
Deleterious Material	Tex-217-F	ea.	$50
Decantation	Tex-217-F, Part II	ea.	$100
Flakiness Index	Tex-224-F	ea.	$100
Indirect Tensile Strength	Tex-226-F	ea.	$50
Theoretical Maximum Specific Gravity	Tex-227-F	ea.	$60
Drain-down Test	Tex-235-F	ea.	$75
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$175
Ignition Oven Correction Factors	Tex-236-F	ea.	$500
Hamburg Wheel-Tracking Test	Tex-242-F	ea.	$500
Cantabro Loss	Tex-245-F	ea.	$200
Overlay Test	Tex-248-F	ea.	$750
Flat and Elongated Particles	Tex-280-F	ea.	$100

Williamson County 2016 Price List

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

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$50
Penetration	AASHTO T 49	ea.	$50
Ductility	AASHTO T 51	ea.	$200
Softening Point	AASHTO T 53	ea.	$150
Distillation of Cutback Asphalt Products	AASHTO T 78	ea.	$150
Rolling Thin-Film Oven (RTFO)	AASHTO T 240	ea.	$250
Elastic Recovery	AASHTO T 301	ea.	$250
Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$100
-Additional DSR Readings		ea.	$50
Rotational Viscosity	AASHTO T 316	ea.	$50
Rubber Property—Resilience by Vertical Rebound	ASTM D 2632	ea.	$50
Float Test	AASHTO T 50 (ASTM D 139)	ea.	$100
Flash Point by Cleveland Open Cup	AASHTO T 48 & T 72 (ASTM D 92)	ea.	$55
Settlement and Storage Stability of Emulsified Asphalts	AASHTO T 59 (ASTM D 6930)	ea.	$75
Oversized Particles in Emulsified Asphalt	AASHTO T 59 (ASTM 6933)	ea.	$85
Residue by Evaporation of Emulsified Asphalt	AASHTO T 59 (ASTM D6934)	ea.	$55
Demulsibility of Emulsified Asphalt	AASHTO T 59 (ASTM D6936)	ea.	$55
Distillation of Emulsified Asphalt	AASTHO T 59 (ASTM D 86)	ea.	$150
Saybolt Viscosity	AASHTO T 72 (ASTM D 88)	ea.	$100
Spot Test	AASHTO T 102	ea.	$200
Specific Gravity of Emulsified Asphalt	ASTM D 244	ea.	$55

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

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:
2016-148247

Date Filed:
12/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PaveTex Engineering & Testing, Inc.
Dripping Springs, 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- R&B

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.
1602-057
Geotechnical Engineering and Materials Testing

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Tahmoressi, Maghsoud	Dripping Springs, TX United States	X	
Tahmoressi, Sarah	Dripping Springs, TX United States	X	
Tahmoressi, Martha	Dripping Springs, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

SARAH TAHMORESSI
My Notary ID # 129163386
Expires October 15, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jimmy Baldwin, this the 21 day of December, 2016, to certify which, witness my hand and seal of office.

Sarah Tahmoressi — Signature of officer administering oath
Sarah Tahmoressi — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Commissioners Court - Regular Session **60.**

Meeting Date: 01/10/2017

Authorizing Renewal of Lime Slurry 1602-054

Submitted By: Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the renewal of Lime Slurry, Contract #1602-054, for the same pricing, terms and conditions as the existing Contract for the term of April 12, 2017 - April 11, 2018, with Austin White Lime Co.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Form 1295

2 - Renewal Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 08:20 AM
Form Started By: Sydney Richardson		Started On: 12/27/2016 02:46 PM
Final Approval Date: 01/02/2017		

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:
2016-146871

Date Filed:
12/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Austin White Lime Company
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.
1602-054 extension Period 1
Lime Slurry

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

VANESSA MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. August 18, 2018

Lila R. Weirich
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Lila Weirich, this the 15th day of December, 20 16, to certify which, witness my hand and seal of office.

Vanessa Martinez — Vanessa Martinez — AP/AR Specialist
Signature of officer administering oath — Printed name of officer administering oath — Title of officer administering oath

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	**Department:**	Road & Bridge
Vendor Name:	Austin White Lime Co		
Vendor Address:	14001 McNeil Rd, Austin, TX 78728		
Purpose/Intended Use of Product or Service (summary):			
Lime Slurry			
P.O./Contract Number:	1602-054	**Effective Date:**	04/12/2017
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	04/11/2018
Requested By:	Terron Evertson, Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 1	April 12, 2017 – April 11, 2018
Initial Contract Period	April 12, 2016 – April 11, 2017

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Austin White Lime Co.

Name Lila R. Weirich

Title Sales Manager

Signature Lila R. Weirich

Date December 15, 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:	1602-054
Contract Name:	Lime Slurry
Name of Company:	Austin White Lime Co
Contact Person:	Lila R. Weirich
Phone:	512-255-3646
Email:	lweirich@austinwhitelime.com
Date:	December 15, 2016
Printed Name of Person Submitting Affidavit:	Lila R. Weirich
Signature of Person Submitting Affidavit:	Lila R. Weirich

On this, the 15th day of December, 2016, before me a notary public, the undersigned officer, personally appeared Lila Weirich, 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.

VANESSA MARTINEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. August 18, 2018

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **61.**

Meeting Date: 01/10/2017

Professional Services Agreement with Rodriguez Engineering Laboratories LLC under RFQ 1602-057-1

Submitted By: Teri Jeffries, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize and award the Professional Services Agreement with Rodriguez Engineering Laboratories, LLC for Geotechnical Engineering and Material Testing services as needed, under RFQ 1602-057-1 for the Road and Bridge Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engineering PSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/03/2017 04:32 PM
Form Started By: Teri Jeffries		Started On: 12/27/2016 02:49 PM
Final Approval Date: 01/03/2017		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Rodriguez Engineering Laboratories, LLC ("Engineer")**
ADDRESS: **13809 Turbine Drive, Austin, TX 78728**
PROJECT: **Geotechnical Engineering and Material Testing ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Hundred Thousand Dollars ($300,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9

[b] *See* Art. 6, *supra.*

PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jose Melendez, P.E
Rodriguez Engineering Laboratories, LLC
13809 Turbine Drive,
Austin, TX 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated

Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or

modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to

completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES,

INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Jose Melendez, P.E
Rodriguez Engineering Laboratories, LLC
13809 Turbine Drive,
Austin, TX 78728

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results

from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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 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 County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract

Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract 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.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

Rodriguez Engineering Laboratories, LLC

By _____

Printed Name: Jose Melendez, P.E

Title: Principal Lab. Engineer

Date: December 20, 2016

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez _____ the 12/20/2016 of **ENGINEER**, on behalf of said firm.

Bradley Powers

Notary Public in and for the
State of Texas

BRADLEY POWERS
Notary Public, State of Texas
Comm. Expires 10-23-2020
Notary ID 129176390

My commission expires: 10/23/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Rodriguez Engineering Laboratories, LLC
Name of Firm

Signature of Certifying Official

Jose Melendez, P.E
Printed Name of Certifying Official

Principal Lab. Engineer
Title of Certifying Official

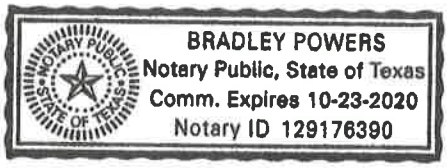
December 20, 2016
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez _____ the 12th _____ of December 2016, on behalf of said firm.

Bradley Powers
Notary Public in and for the
State of Texas



My commission expires: 10/23/2020

EXHIBIT B

ENGINEERING SERVICES

Rodriguez Engineering Laboratories, LLC is a full-service construction materials engineering and testing firm headquartered in Austin, Texas at 13809 Turbine Drive. We are equipped to perform all normal asphalt, asphaltic concrete, Portland cement concrete, and soils tests, both laboratory and field, and our personnel familiar with FAA and TxDOT specifications and test procedures. We also are equipped to perform complete geotechnical investigations and can provide construction inspection services.

R.E.L. is AASHTO accredited in asphalt, asphaltic concrete, soils, aggregate and Portland cement concrete testing. In addition to our Austin facility, R.E.L. has AASHTO accredited laboratories located in Arlington, Ft. Worth, and Spring, Texas. REL is also pre-certified by TxDOT to perform work in these areas and also to perform certification of other laboratories and their personnel for testing on Central Texas Turnpike projects.

R.E.L. is currently pre-certified by TxDOT to perform 12. 1.1 Asphaltic Concrete Testing, 12. 1.2 Portland Cement Concrete Testing, 12.2. 1 Plant Inspection and Testing, 14.1.1. Soil Exploration, 14.2. 1 Geotechnical Testing and 14.3. I. Transportation Foundation Studies (Firm Sequence No. 00000303).

We have performed HMAC and PCC testing for the City of Austin since 1994 and for the Austin District of TxDOT since 1992. REL has also performed geotechnical investigations and construction materials testing on several projects in Williamson County.

With over 34 years of Construction Materials Engineering experience, Oscar H. Rodriguez, P.E. is recognized as one of the experts in his field. He has served as principal engineer and principal of R.E.L. from its founding in April of 1992 to the present. Oscar has performed design work, supervised quality control and handled troubleshooting on numerous TxDOT projects and has investigated many HMAC and PCC pavement problems, determined the cause and prepared recommendations for rehabilitation. In addition to having a M.S. in Civil Engineering, Jose Melendez, P.E. is very experienced in geochemical investigations. Mr. Melendez serves as laboratory engineer of R.E.L. and is responsible for coordination of geotechnical investigations and construction materials testing.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (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 _____.

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 _____ ____, 20_____. 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. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	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

EXHIBIT D

RATE SCHEDULE

See Attached

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
1. Field Technician (2 hr. minimum)		
1.1 Soil Technician	Per hr	$55.00
1.2 Concrete Technician TxDOT or ACI Grade I	Per hr	$55.00
1.3 Asphalt Technician		
1.3.1 TxDOT Certified Technician (Level IA & IB)	Per hr	$55.00
1.3.2 TxDOT Certified Technician (Level II)	Per hr	$75.00
1.4 Senior Field Inspector	Per hr	$75.00
1.5 Structural Steel Technician		
1.5.1 CWI	Per hr	$90.00
1.5.2 NDT Level II	Per hr	$90.00
1.6. Bolting Inspection	Per hr	$90.00
1.7 NICET Level III	Per hr	$90.00
2. Field Testing Equipment (2 hr. minimum, technician time not included)		
2.1 Vehicle		
2.1.1 Vehicle (Whitin 50 miles from our office)	Per day	$50.00
2.1.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
2.2 Dye Penetrant – Magnetic Particle Supplies		At Cost
2.3 Ultrasonic Testing Equipment	Per hr	$23.00
2.4 Concrete Coring Equipment	Per hr	$39.00
2.4.1 Concrete Core Bit Charges		
2.4.1.1 3 inch diameter core	Per Inch	$4.50
2.4.1.2 4 inch diameter core	Per inch	$5.50
2.4.1.3 6 inch diameter core	Per inch	$7.70
2.5 Heavy Falling Weight Deflectometer (20 Test-points minimum, Technician time not included)	Test Point	$20.00
2.6 Profilograph Testing (Technician time not included)	Day	$400.00
3. Testing of Soils and Base Materials		
3.1 Bulk Sample Pick-Up		
3.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
3.2 Field Nuclear Density [Without Technician Time (3 Minimum)]	Per ea	$39.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$68.00
3.4 Natural Moisture Content (TEX-103-E)	Per ea	$20.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.7 Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$46.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.9 Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$253.00
3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$253.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.12 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$253.00
3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$280.00
3.14 Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; Including the		
3.15 Molding, Curing and Testing 8 Specimens	Per ea	$1,265.00
3.3 Sample Preparation (TEX-101-E)	Per ea	$55.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	$71.00
3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$71.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$60.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$253.00
3.16 Wet Ball Mill (TEX-116-E)	Per ea	$220.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
3.17 Permeability/Conductivity of Silt or Clay (ASTM D 5084)	Per ea	$425.00
3.18 Sample Remolding	Per ea	$58.00
3.19 Soil Specific Gravity (TEX-108-E)	Per ea	$68.00
3.20 Soil Lime Compression Test (TEX-121-E), per specimen	Per ea	$74.00
3.21 Resistivity of Soils (TEX-129-E)	Per ea	$99.00
3.22 Lime Series Curve (ASTM D 4318)	Per point	$99.00
3.23 Stabilization Ability of Lime by Soil pH (TEX-121-E Part III) up to 6 Points	Per Each	$270.00
3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve), in addition to technician time	Per Point	$20.00
3.25 Soluble Sulfate Content (TEX-145-E)	Per ea	$95.00
3.26 pH of Soils (TEX-128-E)	Per ea	$65.00
3.27 Hydrometer Analysis (ASTM D 422) (Without mechanical sieve analysis)	Per ea	$104.00
3.28 Thickness Determination (Tex-140-E), In addition to technician time	Per ea	$18.00
4. Testing of Concrete and Aggregates		
4.1 Sample Pick-Up		
4.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
4.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
4.2 Aggregate Gradation (TEX-401-A)	Per ea	$71.00
4.3 Specific Gravity of Aggregate	Per ea	$55.00
4.4 Absorption of Aggregate	Per ea	$36.00
4.5 Unit Weight of Aggregate	Per ea	$36.00
4.6 Abrasion Test (TEX-410-A)	Per ea	$242.00
4.7 Decantation (TEX-406-E)	Per ea	$33.00
4.8 Organic Impurities, Tex-408-A	Per ea	$50.00
4.9 Soundness, Sodium or Magnesium, 5 cycles (Tex-411-A)	Per ea	$355.00
4.10 Concrete Cylinder Compressive Strength (TEX-418-A)	Per ea	$25.50
4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)	Per ea	$38.50
4.12 Coarse Aggregate Angularity	Per ea	$74.00
4.13 Fine Aggregate Angularity	Per ea	$74.00
4.14 Flat, Elongated Particles	Per ea	$74.00
4.15 Deleterious Materials (Clay Lumps/Friable Part I)	Per ea	$66.00
4.16 Crushed Face Count	Per ea	$75.00
4.17 Sand Equivalent (Clay Content), Tex-203-F	Per ea	$86.00
5. Testing of HMAC and Liquid Asphalt		
5.1 Bag Sample Pick-up From Source, Project, or Field Office		
5.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	$110.00
5.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	$55.00
5.2 Obtaining Field-cut Specimens		
5.2.1 0" to 6" Depth & 6" Ø, Including patching & sample Preparation, 3 minimum)	Per ea	$93.50
5.2.2 > 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	$104.50
5.2.3 > 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	$137.50
5.2.4 > 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)		$137.50
plus $5 per inch beyond 14"		$5.50
5.3 Specimen Molding by TGC, Tex-206-F (3 per set)	Per ea	$60.00
5.4 Specimen Molding by SGC, Tex-241-F (3 per set)	Per ea	$85.00
5.5 Bulk Density of Compacted Specimens, Tex-207-F, Part I (3 per set)	Per ea	$60.00
5.6 Hveem Stability, Tex-208-F (3 per set)	Per ea	$60.00
5.7 Asphalt Content by Extraction, Tex-210-F	Per ea	$161.00
5.8 Asphalt Content by Ignition Oven, Tex-236-F	Per ea	$161.00
5.9 Gradation of Aggregate from Extraction or Ignition, Tex-200-F	Per ea	$71.00

EXHIBIT D

RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
5.10 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)		
5.10.1 Bag Sample, Rice	Per ea	$50.00
5.10.2 Core Sample, Rice	Per ea	$60.00
5.11 Bulk Density of Core Specimens (Tex-207-F, Part I)	Per ea	$24.00
5.12 Bulk Density of Core Specimens (Vacuum Method) (Tex-207-F, Part I & VI)	Per ea	$60.00
5.13 Sand Equivalent, Tex-203-F	Per ea	$86.00
5.14 Micro Deval Abrasion (Tex-461-A)	Per ea	$220.00
5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)	Per ea	$65.00
5.16 Residue by Evaporation	Per ea	$135.00
5.17 Boiling Stripping Test (Tex-530-C)	Per ea	$100.00
5.18 Hamburg Wheel Tracker (Tex-242-F)	Per ea	$500.00
5.19 Hamburg Wheel Tracker (Tex-242-F) (Molded by Client)	Per ea	$350.00
5.20 Cantabro Loss (Tex-245-F) (Molding Not Included)	Per ea	$100.00
5.21 Abson Recovery, Tex-211-F (Extraction Not Included)	Per ea	$214.00
5.22 Storage Stability (24 Hrs)	Per ea	$100.00
5.23 Density of Emulsified Asphalt (ASTM D6937)	Per ea	$65.00
5.24 Demulsibility (Anionic or Cationic Emulsions)	Per ea	$65.00
5.25 Viscosity (Brookfield or Saybolt)	Per ea	$55.00
5.26 Penetration	Per ea	$57.00
5.27 Ductility	Per ea	$91.00
5.28 Float Test	Per ea	$75.00
5.29 Elastic Recovery	Per ea	$75.00
5.30 Cement Mix	Per ea	$65.00
5.31 Softening Point (Ring and Ball)	Per ea	$91.00
5.32 Absolute Viscosity (Cutback Asphalt or Coal Tars)	Per ea	$57.00
5.33 Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$135.00
5.34 Breaking Index (Asphalt Emulsions)	Per ea	$85.00
5.35 Sieve Test	Per ea	$40.00
6. Geotechnical Services		
6.1 Mobilization/Demobilization (Whitin 50 miles from our office), 2-Man Crew with Rig	Per ea	$250.00
6.2 Mobilization/Demobilization, 2-Man Crew with Rig (More than 50 miles from our office)	Per mile	$3.20
6.3 Vehicle (Water Truck, Pick-Up, etc.)		
6.3.1 Vehicle (Whitin 50 miles from our office)	Per day	$50.00
6.3.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
6.4 Technician (Drilling Support)		
6.4.1 Helper, Engineering Technician (Mobilization/Demobilization)	Per hr	$55.00
6.4.2 Logger, Senior Engineering Technician (Portal to Portal)	Per hr	$75.00
6.5 Drilling		
6.5.1 Auger or Wash Borings, Soil (Add $3.00/LF for drilling deeper than 50 ft)	Per LF	$15.00
6.5.2 Auger or Coring, Soft Rock	Per LF	$20.00
6.5.3 Rock Coring	Per LF	$22.50
6.6 Grout/Bentonite Backfill	Per LF	$4.50
6.7 Undisturbed Shelby Tube Sample	Per ea	$25.00
6.8 Standard Penetration Test	Per ea	$45.00
6.9 Texas Cone Penetration Test	Per ea	$45.00
6.10 Dynamic Cone Penetrometer (Without Technician time)	Per ea	$125.00
6.11 Unconsolidated/Consolidated Undrained Triaxial (Multiple Stage)	Per ea	$515.00
6.12 Consolidated Drained Triaxial (Multiple Stage)	Per ea	$750.00
6.13 Organic Content Determination	Per ea	$95.00

Commissioners Court - Regular Session **62.**

Meeting Date: 01/10/2017

Purchase of a Mobile Storage System for the Williamson County Warehouse

Submitted By: Robert Lerma, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the purchase and installation of a Mobile Storage System for the Williamson County Warehouse from TAB Products Co., for a total of $92,087.22. (Mobile Storage system purchased per TXMAS contract # 14-7160 in the amount of $43,554.27.)

Background

The materials for the mobile storage system will be purchased through the cooperative contract TXMAS 14-7160, in the amount of $43,554.27. The installation of the mobile storage system will be through a service agreement, in the amount of $48,532.95.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TAB Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/02/2017 01:44 PM
Form Started By: Robert Lerma		Started On: 12/29/2016 09:32 AM
Final Approval Date: 01/02/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR PURCHASE & INSTALLATION OF TAB PRODUCTS RECORDS SHELVING & STORAGE SYSTEM (TX-MAS-14-71060)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **TAB Products Co. LLC** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. November 15, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full; and

B. Required insurance certificates.

Should The County choose to add services in addition to those described in above, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

No Assignment: Service Provider may not assign this contract.

V.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

VI.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposals:

A. November 14, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full; and

B. Required insurance certificates.

The not-to-exceed amount under this agreement is $92,087.22, unless amended by a change order and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND

LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the 19th day of December, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

Elizabeth S
Authorized Signature

Exhibit "A"

(TAB invoice dated 11/15/16 and incorporated herein as if copied in full)

TAB

Space Planning Consultations, File Conversions and Relocations
Bar-Code Tracking Systems and Color Label Systems
Records and Document Management Software
Color-Coded Filing and Custom Folders
High Density Mobile Storage Systems

Williamson County Warehouse
Georgetown, TX
Attn: Otis Coufal, Tony Hill

DATE: 11-15-16
PHONE: 512.469.6309
MOBILE: 512.633.2446

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

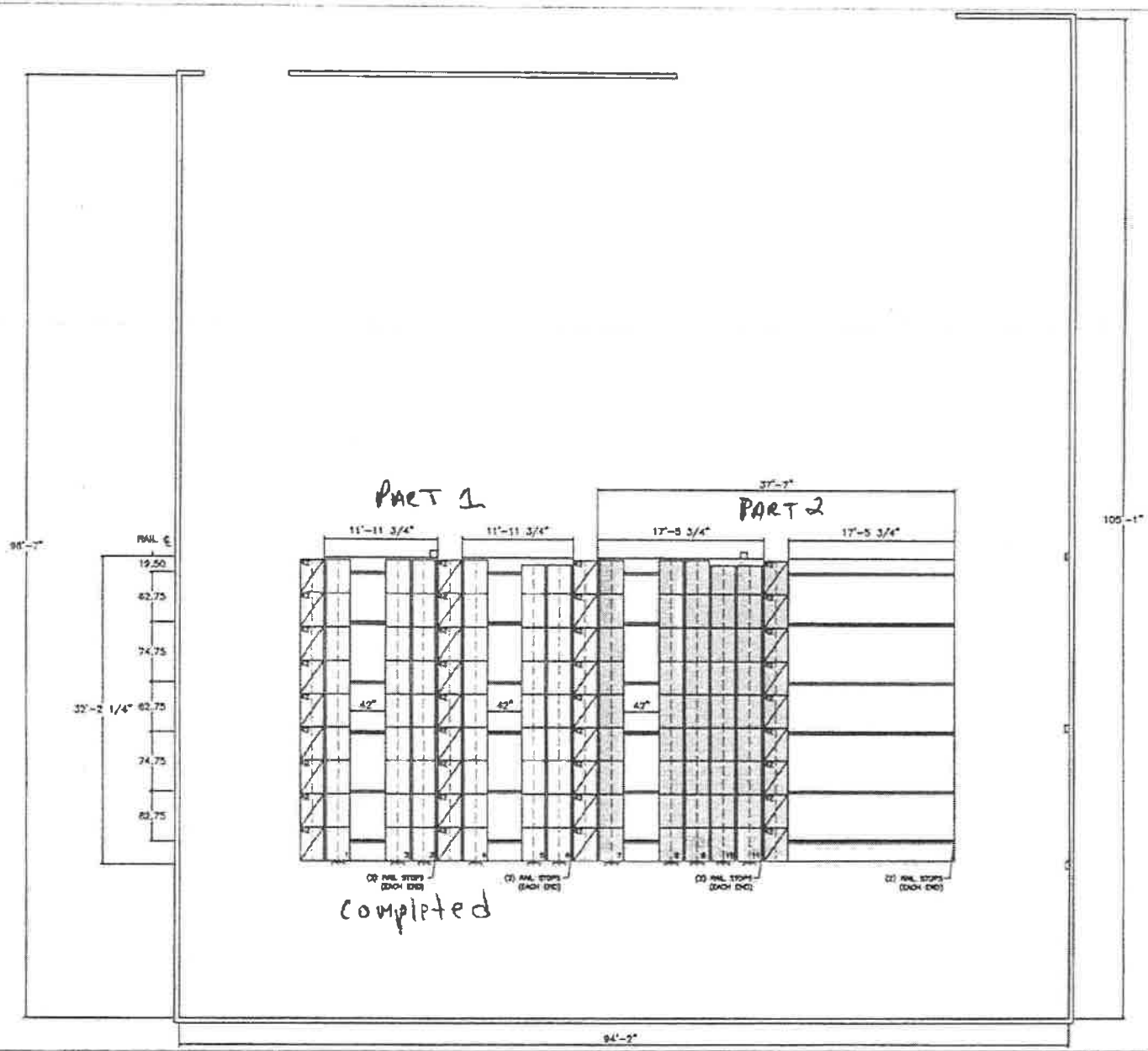
QUANTITY	DESCRIPTION	EACH	PRICE
	TXMAS CONTRACT # 14-71060		
1 Lot	TAB Mobile Storage System with Steel Shelving for box storage. See drawing NB 2890-BR`1. The dimensions of the system are 37'7" w x 32' 2" d (6 sections in green) with special 9 sack grout filled in between the 6 tracks. This grout has been designed to support a lift weighing approximately 2600 to 2800 lbs. The capacity of the system is approx. 5,152 boxes +/- and can be expanded as shown for future capacity....6 more sections or 5184+/- boxes.		
	LIST OF COMPONENTS		
Mobile System	Description	Quantity	Model Number
	TRACK IN CONCRETE WITH GROUT	105	M683
	ANTI-TIP TRACK IN CONCRETE WITH GROUT	105	M684
	RAIL STOPS (PAIR)	4	M694
	ANTI-TIP BRACKET KIT	15	M915
	HIGH PROFILE MECHANICAL CARRIAGE	5	M6000-378-3025
	THREE SPOKE SAFETY HANDLE LOCKING	5	M913
	HP CHAIN GUARD COVER/END CAP	5	M904
	HP CARR FIX/MANUAL/NON-OE END CAP	5	M906
	*CONCRETE RAMP THRESHOLD	6	RFQ
	EXTENDED BUMPERS	4	M550
SHELVING			
	*UPRIGHT L CLOSED 30 X 173 ¾	10	30174LC
	*UPRIGHT T CLOSED 30 X 173 ¾	40	30174TC

	CENTER DIVIDER 42	416	CD-42
	CENTER DIVIDER 36	16	CD-36
	REINFORCEMENT HR 30	90	HR-30
	SUPPORT HD14 SINGLE RIVET 42	86	SHS-4214
	SUPPORT HD 14 SINGLE RIVET 36	4	SHS-3614
	SHELF TS22 42 X 30 UNSL	400	T2-4230
	SHELF TS22 36 X 30 UNSL	16	T2-3630
	REINFORCEMENT TR 30	774	TR-30
	SUPPORT TS11 42	714	TS-4211
	SUPPORT TS11 36	32	TS-3611
	Front base 42 X 4	18	FB-4204
	Front base 36 X 4	4	FB-3604
	*UPRIGHT L CLOSED 30 X 179 ¾	2	30180LC
	*UPRIGHT T CLOSED 30 X 179 ¾	8	30180TC
	List price of mobile/shelving	$83,919.59	
	Less TXMAS of 48.1%	($ 40,365.32)	
	Net investment to client	$ 43,554.27	
	*These five items are not on the TXMAS contract due to their length but same terms and conditions have been applied. ($11,695.95 + $36,837.00 = $48,532.95)		
Other Services			
	Inside delivery, custom concrete form, installing tracks (6), cleaning and bonding, pouring special grout between the tracks (see 13.0), install mobile system and steel shelving.		
	Net investment to client after discount	$36,837.00	
	TOTAL NET INVESTMENT TO CLIENT	$92,087.22	
	Thank you for this opportunity! Rene' Drouin		

TERMS: Net 30	**F.O.B.: Destination**	**10 to 12 weeks ARO to completion**
PREPARED BY: ***Rene' Drouin*** *(cell) 512-633-2446*		**ACCEPTED BY:**

PRICE HONORED FOR 40 DAYS

CONFIDENTIALITY NOTICE: This page and the accompanying documents contain information for a specific individual and purpose. This information is private and protected by law. Any disclosure, copying or distribution is strictly prohibited.



TITLE	WILLIAMSON COUNTY	DWG NO	NB2890-BR1
	OTIS COUFAL/ TONY HILL	SCALE	NONE
OFFICE	TAB PRODUCTS	DATE	11/10/2016
REP	RENE DROUIN	REVISED	

TAB

ALL DESIGNS REPRESENTED BY DRAWING ARE CONFIDENTIAL AND SHOULD NOT BE DISCLOSED WITHOUT WRITTEN PERMISSION FROM TAB.

TAB

Space Planning Consultations, File Conversions and Relocations
Bar-Code Tracking Systems and Color Label Systems
Records and Document Management Software
Color-Coded Filing and Custom Folders
High Density Mobile Storage Systems

Williamson County Warehouse **DATE:** 11-15-16
Attn: Otis Coufal **QUOTATION #:**
Drawing numbers **PHONE:** 512.469.6309
Specifications – Mobile System **MOBILE:** 512.633.2446

IN RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLLOWING QUOTATION:

	DESCRIPTION		
	TAB-TRAC Mobile Systems 1000 pounds high profile mechanical assist mobile.		
UNIVERSAL TRACK			
	1.0 The Universal Track is constructed of 5/8" square, 1045 cold rolled steel, rail bar stock positioned in a 6063T5 "T" aluminum alloy track. Rails are machined on all sides.		
	1.1 Each track will have a minimum base width of 3 ¼".		
	1.2 Leveling screws are provided to facilitate proper leveling of track and to ensure smooth operation of the system.		
	1.3 Tack is secured to the floor with Hilti type anchors and grouted in place.		
	1.4 Track sections are designed with tongue and groove overlap connections between each rail joint. This design provides horizontal and vertical continuity for a smooth rail surface providing ease of carriage operation.		
	1.5 The engineered space between the rail and aluminum housing is filled with a black neoprene material to provide a flush floor appearance and prevent debris from collecting thus affecting carriage movement.		
	1.6 Anti-tip and recessed track options are also available. Contact your local representative for "trough" drawings, details and specifications for all track options.		
CARRIAGE			
	2.0 Carriages are of 12 gauge welded steel construction, designed and manufactured to support 1000 lbs. per linear carriage foot. All carriages are painted and finished with powder coat paint in textured finishes.		
	2.1 Carriage spices are of a bolted (type) design to maintain proper unit alignment.		
	2.2 Carriage cross members are 12 gauge welded C-shaped steel channels.		

	2.3 Carriage construction allows shelving to be securely anchored to the carriages.		
	WHEELS		
	3.0 All whiles are a minimum of 5" in diameter, precision ground, balanced and constructed from solid steel for a smooth operation.		
	3.1 A minimum of four guide wheels are provided per movable carriage. Guide wheels are machined with flanges on both sides of the wheel.		
	3.2 Each drive wheel is fitted with two permanently sealed and shielded bearings housed in a self-aligning flanged pillow block.		
DRIVE SYSTEM			
	4.0 All mobile carriages are fitted with full-length drive shafts.		
	4.1 All drive shafts are a minimum of 1" solid stress proof steel and connect all wheels on drive side of carriage. With a 3/16" X 2" square keys and couplings. All axles are solid steel and support the full load of the carriage.		
	4.2 Complete drive shaft and wheel assemblies exhibit no play or looseness over the entire length of the carriage.		
	4.3 The mechanical assist handle shall be of a three spoke ergonomic design. The transfer of power from the handle to the drive shaft is chain driven.		
	4.4 The mechanical assist systems is moved by means of a chain and sprocket reduction drive system.		
	4.5 The chain and sprockets are concealed for safety. The gearing mechanism is easily accessible and able to accept different sprockets depending on weight changes.		
DRIVE EFFORT			
	5.0 Gear ratio is to be determined by carriage length and weight; factory calculates correct drive effort for each system considering length, weight loads and number of carriages to be moved.		
	5.1 There is no 'play' in the drive handle at any time and the carriage will stop without drifting when operation of the handle is terminated on all leveled systems.		
	5.2 Steel chain guard covers (20 gauge) are supplied. The chain cover shall cover only the exposed chain drive mechanism.		
SAFETY FEATURES			
	6.0 The carriages are equipped with a push/pull safety handle parking lock as a standard feature. The lock, when engaged, utilizes a (reinforced) dual pin insertion concept that will expose a red indicator to show the carriage is in the lock down mode.		
	6.1 Carriage and end stops are provided for systems without stationary units.		
	6.2 A "safety space' is provided between end panels by the use of ¾" carriage bumpers; this provides protection for the fingers of those using the system and provides a positive stop for all carriages.		
ATTACHMENT OF SHELVING			
	7.0 Carriage construction is designed to facilitate the secure anchoring of most all shelving styles to the carriages with high performance tek screws.		
SYSTEM ACCESSORORY			

	8.0 Two cardholders (for 3 X 5 index cards) are included with each carriage.		
QUALITY CONTROL			
	9.0 All systems are checked at the factory prior to shipment, to ensure high quality and an uninterrupted field installation.		
	9.1 All necessary parts and fasteners are provided in shipment to ensure a proper and safe installation.		
	9.2 All mobile systems will be installed by factory-trained technicians.		
INSTALLATION STANDARDS			
	10.0 Install level and grout tracks directly to the concrete floor.		
	10.1 Install carriages, and shelving as shown on the drawings, complete and ready for owner use.		
CLEAN UP			
	11.0 All debris and excel materials resulting from installation will be removed and the construction area left in a broom clean condition.		
WARRANTY			
	12.0 See attached. See attached, 5 years free of defects in materials. 2 years in workmanship, balance of warranty the same.		
GROUT BE-TWEEN TRACKS			
	13.0 We will scrape/buff the existing concrete floor between the tracks as well as the front and back of the system then apply a special bonding agent (F-100). Then we will pour and level the special 9-sack grout between the tracks, front and back of system. See the two attach spec sheets. This will allow the use of a scissor lift in the future to repair overhead fire sprinkler system.		
PREPARED BY: ***Rene' Drouin*** *(cell) 512-633-2446*		**ACCEPTED BY:**	

PRICE HONORED FOR 40 DAYS

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LIMITED WARRANTY

TAB will provide the following warranty for products sold under this agreement:

Scope of Warranty. TAB warrants that the product sold by TAB under this agreement (the "Product") will be free of defects in materials for five (5) years and free of defects in workmanship for two (2) years commencing thirty (30) days after the Product is shipped from TAB's facility (the "Warranty Period"). If the Product is found by TAB to be defective in material and/or workmanship within the Warranty Period, TAB will at its option either (i) repair the defective Product or part thereof, (ii) replace the defective Product or part thereof or (iii) refund the purchase price of the defective Product or part thereof in the form of a credit applicable to future purchases. The foregoing constitutes TAB's sole obligation and customer's sole remedy. In the case of units or parts purchased by TAB from a third-party supplier, TAB's obligation and customer's sole remedy against TAB shall not exceed the settlement which TAB is able to obtain from its supplier.

Limitations. OTHER THAN AS SET FORTH ABOVE, TAB SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES; INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND WARRANTIES FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL TAB BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES; INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, LOSS OF PROFITS, LOSS OF REVENUE OR LOSS OF BUSINESS OPPORTUNITIES. Furthermore, this limited warranty does not extend to any Product or parts thereof which have been damaged by misuse, abuse, neglect, accident, improper storage, unusual stress, improper maintenance, improper installation, faulty operation or other causes not arising from defects in materials or workmanship.

Claims Administration. All warranty claims must be made in writing to TAB within the Warranty Period. At TAB's direction, customer shall make the defective Product or part available for inspection at customer facility, or return the defective Product or part thereof freight prepaid to the location designated by TAB for inspection and evaluation. TAB shall not be obligated to evaluate any warranty claims made after the Warranty Period unless otherwise provided in any TAB Extended Maintenance Service Contract purchased by customer.

Customer name

ACK No.

Date

5266a.2

Custom-Crete, Inc.
4433 Terry-O Lane
Austin, TX 78745
512-443-5787

CONCRETE MIX DESIGN

DESIGN NO. 9 sk Grout
DATE: 5/20/2016

Client: TAB Products
Project: Grout between Tracks, Records Storage Warehouse

Design Summary:

Average Strengths: 7 Day 2500 psi; 28 Day 4000 psi

9	Sacks Per Cubic Yard			
C.A.	0.0	Percent Course Aggregate		
F. A.	100.0	Percent Fine Aggregate		
Water	34.45	Gallons / Yard	0.678	W/C ratio
Additives:	Mid Range Water Reducing Admixtur			

Calculated Unit Weight: (PCF)	146.2
Measured Unit Weight: (PCF)	0
Measured Slump:	4" minimum
Measured Air Content:	2.00%

Materials:

Cement:	Martin Marietta		Hunter, Texas
Flyash:	VHSC Pozzoslag		Jewitt, Texas Plant
C.A.			
F.A.	Martin Marietta Colorado River Sand		Garfield Plant
Additives:	Sika, 6100		ASTM C-260
	PolyPropelene Fibers		

Batch Proportions (one cubic yard)

Materials:	Weight: (lbs)			Absolute Volume
Cement	423	9 Sacks		2.1520
Fly Ash	423			2.5200
F.A.	1275	SSD	45%	7.7987
F. A.	1540	SSD	55%	9.4197
Water	287	34.45 gal		4.5994
Air (entrapped)			2	.5400
Fibers	1.5			.0000
	3948 Lbs	TOTAL		27.0298 Cu Ft

Design No. 9 sk Grout

SUMMARY OF RESULTS
Sieve Analysis

Fine Aggregates
Martin Marietta

Passing Sieve Size	Percent Passing	Specifications
3/8	100	100
#4	96.6	95-100
#8	81.8	80-100
#16	61.5	50-85
#30	38	25-65
#50	13.1	10-30
#100	2.5	0-10

Finer Than No. 200 Sieve:	0.40	Max 3.0
Fineness Modulus:	3.07	2.3-3.1
Specific Gravity:	2.62	
Absorption:	0.1	
Dry Rodded Wt:	100.0	

Commissioners Court - Regular Session **63.**

Meeting Date: 01/10/2017

NACo Prescription Discount Card Revenue Sharing BA 01-10-2017

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 NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$745.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 08:50 AM
Form Started By: Angela Schmidt		Started On: 01/04/2017 08:36 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **64.**

Meeting Date: 01/10/2017

NACo Prescription Discount Card Revenue Sharing BA 01-10-2017

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 NACo Prescription Discount Card Program:

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$745.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 08:50 AM
Form Started By: Angela Schmidt		Started On: 01/04/2017 09:02 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **65.**

Meeting Date: 01/10/2017

Mobile Outreach Team Clinical Training Supplement BA 01-10-2017

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 Mobile Outreach Team.

Background

The county has contracted with Texas A&M University Health Science Center (TAMUHSC) to provide clinical training experience for TAMUSHC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 1st quarter 2017 trainings.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payments from other entities	$300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 08:50 AM
Form Started By: Angela Schmidt		Started On: 01/04/2017 01:39 PM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **66.**

Meeting Date: 01/10/2017

Mobile Outreach Team Clinical Training BA 01-10-2017

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 expenditures for the Mobile Outreach Team.

Background

The county has contracted with Texas A&M University Health Science Center (TAMUHSC) to provide clinical training experience for TAMUSHC students. The sum of $100.00 per unit is paid to the county when the student is supervised directly by the Mobile Outreach Team. The county employee supervising the student is paid a stipend for the training. The Budget Amendment is recognizing the additional revenue and expenditures related to the training. The Budget Amendment reflects the 1st quarter 2017 trainings.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0341.001920	Medical School Stipend	$239.13
	0100.0341.002010	FICA	$18.30
	0100.0341.002020	Retirement	$30.63
	0100.0341.002050	Worker's Comp	$11.94

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 08:50 AM
Form Started By: Angela Schmidt		Started On: 01/04/2017 01:46 PM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **67.**

Meeting Date: 01/10/2017

NIBRS Compliance Grant

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on applying to the funding announcement: Texas Conversion to the National Incident-Based Reporting System (NIBRS), Second-Round Funding Announcement offered by the Office of the Governor.

Background

On June 10th the FBI announced that they were discontinuing use of Uniform Crime Reporting Program and required law enforcement agencies to convert to the National Incident-Based Reporting System (NIBRS) by January 1st, 2021. The State of Texas through HB 11 of the 84th Regular Session introduced the requirement for the state to begin a transition to NIBRS and set the goal for conversion by 2019. The legislature also has made $14 million in grant funding available to law enforcement agencies for the conversion, which does not require a grant match.

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	01/05/2017 01:42 PM
Form Started By: Kathy Pierce		Started On: 01/05/2017 12:58 PM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **68.**

Meeting Date: 01/10/2017

Consider and take appropriate action regarding request of Constable Precinct One, for approval of Kendrick Bankston t open deputy constable po

Submitted By: Wendy Coco, County Judge

Department: Constable Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding request of Constable Precinct One for approval of Kendrick Bankston to the open deputy constable position in precinct one pursuant to Tex. Loc. Gov't Code 86.011.

Background

Kendrick Bankston is currently a reserve deputy in the Williamson County Precinct One Constable's Office. Mr. Bankston is being appointed to a full time deputy position by newly elected Constable Vincent Cherrone. Mr. Bankston is currently a licensed peace officer in the State of Texas and meets all qualifications required for the position of deputy. Mr. Bankston is a resident of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Form Started By: Wendy Coco Started On: 01/05/2017 03:45 PM

Final Approval Date: 01/05/2017

Commissioners Court - Regular Session **69.**

Meeting Date: 01/10/2017

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
g) Kalahari
h) St. David's

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	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:15 AM
Final Approval Date: 01/05/2017		

Commissioners Court - Regular Session **70.**

Meeting Date: 01/10/2017

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss proposed acquisition of property for right-of-way for Mays St. Extension

b) Discuss proposed acquisition of property for proposed SH 29 project.

c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.

d) Discuss possible acquisition of property with endangered species for mitigation purposes.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.

g) Discuss the acquisition of real property: CR 111

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property: landfill properties

j) Discuss the acquisition of real property: Inner Loop.

k) Discuss the acquisition of real property for County Facilities.

l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)

m) Discuss the acquisition of real property on CR 305.

n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

o) Discuss the acquisition of real property: Arterial H

p) Discuss the acquisition of easements on the Forest North project.

q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.

s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

u) Discuss the acquisition of real property for CR 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 wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	01/05/2017 11:43 AM
Form Started By: Charlie Crossfield		Started On: 01/05/2017 10:14 AM
Final Approval Date: 01/05/2017		