

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 28TH, 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 – 14)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003003	Radio Equip	\$3000.00
To	0100.0560.004100	Professional Services	\$3000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-005700	Vehicles >\$5000	5842.00
From	0100-0509-003105	Paper Supplies	3158.00
To	0100-0509-003318	Janitorial Supplies	9000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-560-004210	SO/Internet	\$14,000.00
From	0100-560-005000	SO/Capital Outlay	\$6,000.00
From	0100-560-003008	SO/LE Equip	\$5,000.00
To	0100-560-004100	Professional Services	\$25,000.00

8. Discuss and consider approving a line item transfer for **District Attorney**.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003006	Office Equipment	\$2,000
To	0100-0440-004623	Equipment Lease	\$2,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	\$25,000.00
To	0200-0210-004991	Landfill	\$25,000.00

10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (10) Computers, (4) Monitors, (35) Access Points, (9) Motorola Radios, (5) Modems, (2) Switches, (5) Printers, (1) LCD Screen, (1) Server Rack, (3) Desktops Lamps, (2) Radio Antennas, (1) UPS, (2) Tape Drives, (2) Dell Power vaults, (1) Server, (2) EMD Storage, (1) TV, (1) Metal tray, (1) Electric stapler, (1) File cabinet, (2) Document holders, (1) Bulletin board, (2) Boxes of rubber bands, (1) 2 Drawer organizer, (1) Coin sorter (see attached list) pursuant to Tx. Local Gov't code 263.152.
12. Discuss, consider, and take appropriate action on the final plat for the JCR and M Addition Subdivision - Pct 2.
13. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cavender Subdivision - Pct 3.
14. Discuss, consider and take appropriate action on approval of the preliminary plat for the Stefek Subdivision - Pct 4.

REGULAR AGENDA

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

16. Discuss, consider, and take appropriate action on approving a variance request from the 60-foot street width requirement for roads in rural residential subdivisions according to Paragraph B3.6.1 of the 2013 Williamson County Subdivision Regulations for the Tesoro Subdivision - Pct 2.
17. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Tesoro subdivision - Pct 2.
18. Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Engineering Services by and between Williamson County, Texas and Randall Jones & Associates Engineering, Inc. in order to correct a defect in the rate schedule of said contract.
19. Discuss, consider, and take any appropriate action regarding Change Order No. 3 in the amount of \$38,765.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.
20. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of -\$35,569.89 for CR 245, a Road Bond Project in Commissioner Pct. 3.
21. Discuss, consider, and take any appropriate action regarding a Preconstruction Notification to the U.S. Army Corps. Of Engineers required as part of the Due Diligence Environmental Investigations on CR 101, a Road Bond Project in Commissioner Pct. 4.
22. Discuss, consider and take appropriate action to authorize the County Judge to execute a Quitclaim Deed abandoning a portion of CR 266.
23. Discuss, consider and take appropriate action authorizing the County Judge to execute a PEC Utility Easement relocating a PEC electric line approximately 6' north of existing line.
24. Discuss, consider and take appropriate action on multiple emergency requests for the District Attorney's Office.
25. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Wellspring United Methodist Church (traffic control at Church on Williams Dr.)
26. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin White Lime Company (Plant property on McNeil Rd.)
27. 10:00 Conduct public hearing relating to a request from the Sheriff's Office to increase the budgeted salary amount for the position of Quartermaster, Position # 1235, in the Sheriff's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
28. Discuss, consider and take appropriate action on a request by the Sheriff's Office to increase the budgeted salary amount for the position of Quartermaster, position # 1235, in the Sheriff's Office from the budgeted annual salary amount of \$37,995.64 to the increased salary amount of \$41,795.21.

29. Discuss, consider and take appropriate action on a Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office between Williamson County and Tania Glenn & Associates, PA; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
30. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at the Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626.
31. Hear update and discuss bills filed during the 85th Texas Legislative Session.
32. Discuss, consider and take appropriate action on awarding RFQ 1610-114 and RFP 1610-115 Construction Manager At Risk, (CMAR), for the Williamson County Animal Shelter Expansion project, to the best overall respondent, Vaughn Construction, and authorizing the County Judge to execute the Agreement between Owner and CMAR.
33. Discuss, consider and take appropriate action regarding approval of the construction service agreement with Austin Materials for the resurfacing of University Blvd. Lowest quote approved under IFB 1611-130 on February 14, 2017, item 26.
34. Discuss, consider and take appropriate action to ratify the emergency services contract with MTech for the unanticipated necessary repairs to one of the two boilers at the Jail facility, in the amount of \$15,200.00 under TIPS cooperative 1032615.
35. Discuss, consider and take appropriate action on authorizing the renewal of Asphalt Cement, Contract #15IFB120, for the same pricing, terms and conditions as the existing Contract for the term of June 1, 2017 – May 31, 2018, with Martin Asphalt Company.
36. 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 Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$5,300.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$5,300.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	VA Donations	\$200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$200.00

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)."

40. 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 Columbus Balbo
41. 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 the acquisition of real property for right-of-way for Mays St. Extension
 - b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - c) Discuss the acquisition of real property for CR 176 at RM 2243
 - d) Discuss the acquisition of real property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: CR 101
 - f) Discuss the acquisition of real property: CR 111
 - g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
 - h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
 - i) Discuss the acquisition of real property for County Facilities.
 - j) Discuss the acquisition of real property on CR 305.
 - k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
 - l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - m) Discuss the acquisition of a drainage easement for CR 108.
 - n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - o) Discuss the acquisition of real property for CR 258.
 - p) Discuss the acquisition of real property for Lakeline Blvd.

- q) Discuss the acquisition of real property for US 183.
- r) Discuss the acquisition of real property for Hairy Man Rd.
- s) Discuss the acquisition of real property for SW Bypass.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
 - e) Discuss wastewater easements in Berry Springs Park
 - f) Discuss Development Agreement with Ashby Capital Investments, LLC
 - g) Discuss sale of County property on Ronald Reagan Blvd.
 - h) Discuss abandonment of County property on CR 123.

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

42. 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.

aa) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

43. 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).
44. 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)

45. Discuss and take appropriate action concerning economic development.
46. Discuss and take appropriate action concerning real estate.
47. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - d) Employee/personnel related matters
 - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
 - g) County Road 241 utility and Right-of-Way Issues and matters;
 - h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
 - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
 - j) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
 - k) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
 - l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - m) Claims of Texas Association for Children and Families
 - n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
 - o) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and

implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.

p) 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.

z) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

48. 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.

49. Comments from Commissioners.

50. Recess until 1:30 PM
Budget Kickoff Workshop with Commissioners Court

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 _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 02/28/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

Additional funds are needed to cover Transcriptionist charges in Internal Affairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003003	Radio Equip	\$3000.00
To	0100.0560.004100	Professional Services	\$3000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

02/22/2017 02:09 PM

02/22/2017 02:59 PM

Started On: 02/15/2017 11:23 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 02/28/2017

Line Item Transfer

Submitted By: Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Funds needed for janitorial supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-005700	Vehicles >\$5000	5842.00
From	0100-0509-003105	Paper Supplies	3158.00
To	0100-0509-003318	Janitorial Supplies	9000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Shirley Taylor

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

02/22/2017 02:09 PM

02/22/2017 03:00 PM

Started On: 02/17/2017 07:57 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 02/28/2017

Line Item Transfer

Submitted For: Robert Chody**Submitted By:** Roy Fikac, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The Williamson County Sheriff's Office is seeking psychological services for staff members wellness and the training of peer support teams. This transfer will move the funding out of the Sheriff's Office Law Enforcement Budget 560 lines 4210, 5000 and 3008 and into the Professional Services 4100.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-560-004210	SO/Internet	\$14,000.00
From	0100-560-005000	SO/Capital Outlay	\$6,000.00
From	0100-560-003008	SO/LE Equip	\$5,000.00
To	0100-560-004100	Professional Services	\$25,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Roy Fikac

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

02/23/2017 08:09 AM

02/23/2017 11:08 AM

Started On: 02/22/2017 07:05 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 02/28/2017

Request for Line Item Transfer

Submitted By: Ronnie Simek, District Attorney**Department:** District Attorney**Agenda Category:** Consent

Information**Agenda Item**Discuss and consider approving a line item transfer for **District Attorney**.**Background**

This will allow a lease of three copier/printers for each of the District Courts holding criminal dockets. During court we are required to print documents as well as make copies. Currently we are wheeling a printer down to the courtroom each time court is held due to either a) the absence of a printer or b) non functioning printers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003006	Office Equipment	\$2,000
To	0100-0440-004623	Equipment Lease	\$2,000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronnie Simek

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

02/23/2017 10:28 AM

02/23/2017 11:20 AM

Started On: 02/23/2017 08:45 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 02/28/2017

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 to continue utilizing the landfill for debris and refuse.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	\$25,000.00
To	0200-0210-004991	Landfill	\$25,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 02/24/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

02/23/2017 11:47 AM

02/24/2017 11:40 AM

Started On: 02/23/2017 10:42 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 02/28/2017

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 document for details.

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:09 AM

Started On: 02/22/2017 07:57 PM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds From	Earliest Oracle Effective Date
Constable Pct. 2	0279	Vacant	\$67,546.92	\$75,896.66	\$8,349.74	12.36%	Title, Grade change; Const. Sergeant L2 to Const. Lieutenant L3	Unallocated	2/24/2017
County Clerk-Judicial	0685	Vacant	\$37,991.82	\$39,401.55	\$1,409.73	3.71%	Salary, Title, Grade change; Bookkeeper B.17 to Deputy County Clerk: Accounting Specialist B.18	Unallocated	2/24/2017
County Clerk	0651	03163	\$41,728.51	N/A	N/A	N/A	Title Change; Deputy County Clerk II, B.17 to Deputy County Clerk III B.18	N/A	2/24/2017

rounding

Commissioners Court - Regular Session**11.****Meeting Date:** 02/28/2017

Asset Auction for 022817

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (10) Computers, (4) Monitors, (35) Access Points, (9) Motorola Radios, (5) Modems, (2) Switches, (5) Printers, (1) LCD Screen, (1) Server Rack, (3) Desktops Lamps, (2) Radio Antennas, (1) UPS, (2) Tape Drives, (2) Dell Power vaults, (1) Server, (2) EMD Storage, (1) TV, (1) Metal tray, (1) Electric stapler, (1) File cabinet, (2) Document holders, (1) Bulletin board, (2) Boxes of rubber bands, (1) 2 Drawer organizer, (1) Coin sorter (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/23/2017 08:20 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	2011 Dell Precision T1500	Service Tag DCNKCP1	C03036	Working
1	2013 Dell Precision T1650	Service Tag GK1DFX1		Working
1	2013 Dell Precision T1650	Service Tag GK1FFX1		Working
1	2010 Dell Precision T1500	Service Tag B8WLML1		Working
1	Dell 24" monitor	CN-0YMYH1-74261-39F-480S		Working

Parties involved:

FROM (Transferor Department): ITS Department

Transferor - Elected Official/Department Head/Authorized Staff:

TAMMY MCCULLEY

Print Name



Signature

2/9/17

Date

Contact Person:

HOLLY SHELL

Print Name

+1 (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.)**Contact Person:**

TONY HILL

Print Name

Phone Number

Date

RECEIVED

FEB 11 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

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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 LIST			

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY

Print Name



Signature

2/9/17

Date

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

Phone Number

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

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Authorized Staff OR Donee - Representative:** (If being
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TONY HILL

Print Name

Signature

Date

Contact Person:

Print Name

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34-Cisco Access Points (Serial numbers- FTX1403NOWJ, FTX1125NOVH, FTX1351T092, FTX1351T098, FTX1125NOVY, FTX1602K7XB, FTX1614KOU3, FTX1444S2YB, FTX0932T00F, FTX1351T096, FTX1607E1LM, FTX1444S2Y8, FTX1403NOWD, FTX1403NOWA, FTX1125NOVM, FTX1602K5EJ, FTX1125NOVK, FTX1125NOVL, FTX1635K3J2, FTX1607E1LL, FTX1403NOWF, FTX1125NOVS, FTX1125NOVR, FTX1403NOWH, FTX1551E178, FTX1351T097, FTX1526K5L2, FTX1125NOVN, FTX1444S2YA, FTX1602K7XC, FTX1531KF2T, FTX1125NOVJ, FTX1125NOVX, FTX1351T091

9-Motorolla Point to Point Radios- (Serial numbers- 606CDS3839, OA003EF09C1B, 606CDS1107, 606CEW4049, 606CDS1090, 606CEJ6793, 606CEW4048, 606CDW5350, 606CDW5372)

5-ADSL Modems- (Serial numbers- 002169001229, 220844605, 220180709, 000SF6N, 00013GB)

2-KVM Dell Switches (Serial numbers-10QXRC1, 20XQRC1)

1-Box of Misc Cables

1-Dell Access Point (Serial number 1R45451)

1-HP Deskjet 3930 printer (Serial number CN63J1J3GZ)

1-LCD Screen

1-Server Rack Installation Kit

3-Blue Desktop Lamps

2-Radio Antennas

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FEB 11 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Williamson County

Asset Status Change Form

Print Form

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Brother DCP-8065DN Printer	U6150708J649214		Working
1	Brother DCP-8085DN Printer	U62270M9J274935		Working

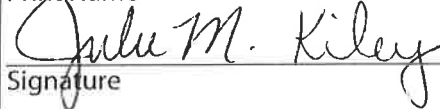
Parties involved:**FROM** (Transferor Department): Auditor's Office
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Julie M. Kiley

Lisa Moore

Print Name

Print Name



February 13, 2017

+1 (512) 943-1563

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction
**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
approved for Sale or Trade-in, no signature is necessary.)
Contact Person:**RECEIVED****FEB 14 2017**

Print Name

Print Name

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Signature

Date Phone Number

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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 UPS 1920W	8XM3TS1		Working
1	DELL POWEREDGE 2650	827P831		Working

Parties involved:
FROM (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY

Print Name



Signature

February 13, 2017

Date

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

Phone Number

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

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

Contact Person:

RECEIVED

TONY HILL

Print Name

FEB 14 2017

Print Name

Signature

Date

Phone Number

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	DELL TAPE DRIVES	1NRJQV1, DLRJQV1		
1	DELL POWERVAULT	YN121BO55944		
1	DELL OPTIPLEX 780	DXW8XL1		
1	DELL POWERVAULT 114X	1XML3M1		

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY

Print Name



Signature

February 13, 2017

Date

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

Phone Number

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Print Name

Signature

Date

Contact Person:

TONY HILL

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Photosmart Premium Printer	SDGOB-0826		Working
1	Dell OptiPlex 740	4G3XCH1	P02025	Working

Parties involved:
FROM (Transferor Department): Sheriff's Office-Administration

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

Chief Tim Ryle

Print Name



Signature

Contact Person:

Starla Hall

Print Name

 +1 (512) 943-5270
 Date

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

FEB 14 2017

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 WILLIAMSON COUNTY, TEXAS

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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 POWEREDGE 1950 SERVER	2WJ2KFT1		Working
2	EMD STORAGE	1WC90526, 1WC90526-H1013		Working

Parties involved:

FROM (Transferor Department): JUVENILE

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

JOHN GORDON

Print Name

Signature

JOHN J. PELCZAR

Contact Person:

Print Name

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:

TONY HILL

Print Name

RECEIVED

FEB 14 2017

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WILLIAMSON COUNTY, TEXAS

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 ☐ 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 Computer Latitude E5400	Service tag 3LJC5L1	C02833	Working
1	HP Laser Jet 1300n	I00472	I00472	Non-Working

Parties involved:**FROM** (Transferor Department): Williamson County Judge's Office**Transferor - Elected Official/Department Head/Authorized Staff:**

Rebecca Clemons

Print Name

Rebecca Clemons

Signature

Contact Person:

Rebecca Clemons

Print Name

+1 (512) 943-1577

Date Phone Number

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

RECEIVED

Print Name

Print Name

FEB 15 2017

Signature

Date Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Memorex Television Model No. MVDT2002A (DVD and VHS)	S/N: 067160218019B	N/A	Working
1	Metal trays, metal cubicle hangers, document holder	N/A	N/A	Working
1	Electric stapler	N/A	N/A	Non-Working
3	21 inch Dell monitors	N/A	N/A	Working
1	Two drawer vertical metal file cabinet	N/A	N/A	Working

Parties involved:
FROM (Transferor Department): Tax Assessor/Collector

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

Larry Gaddes

Print Name



Signature

February 13, 2017

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

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

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

Tony Hill

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
FEB 16 2017
**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Vertical document holder - black, hangs on wall with 12 slots	N/A	N/A	Working
1	Paper document holder - wood with 12 slots	N/A	N/A	Working
1	Mauve fabric bulletin board (5 ft x 7 ft)	N/A	N/A	Working
2	Boxes of size 10 rubber bands	N/A	N/A	Working
1	2 drawer desk organizer	N/A	N/A	Working

Parties involved:
FROM (Transferor Department): Tax Assessor/Collector

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

 Larry Gaddes
 Print Name

Signature

February 13, 2017

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

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

**Transferee - Elected Official/Department Head/
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Tony Hill

Print Name

Signature

Date

Contact Person: RECEIVED

Print Name

FEB 16 2017

Phone Number

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Fast Stop coin sorter Model No. 4000	S/N: A070217	N/A	Working
1	Dell Optiplex 740	S/N: FLP0BK1	N/A	Working
1	Dell Optiplex 740	S/N: CLP0BK1	N/A	Working
				Working
				Working

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

 Larry Gaddes
 Print Name

Signature

February 13, 2017

Date

Contact Person:

Judy Kocian

Print Name

+1 (512) 943-1954

Phone Number

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**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being
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Tony Hill

Print Name

Signature

Date

Contact Person:
RECEIVED
FEB 16 2017

Print Name

Phone Number

**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

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

Commissioners Court - Regular Session**12.****Meeting Date:** 02/28/2017

Discuss consider and take appropriate action on approval of the final plat for the JCR and M Addition Subdivision - Pct :

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 the final plat for the JCR and M Addition Subdivision - Pct 2.

Background

This plat consists of 3 single family lots and no new public roads.

Fiscal Impact

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

AttachmentsJCRM Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/23/2017 08:57 AM

Legend of Line work

--- Deed lines and/or adjoining lines
--- Easement lines

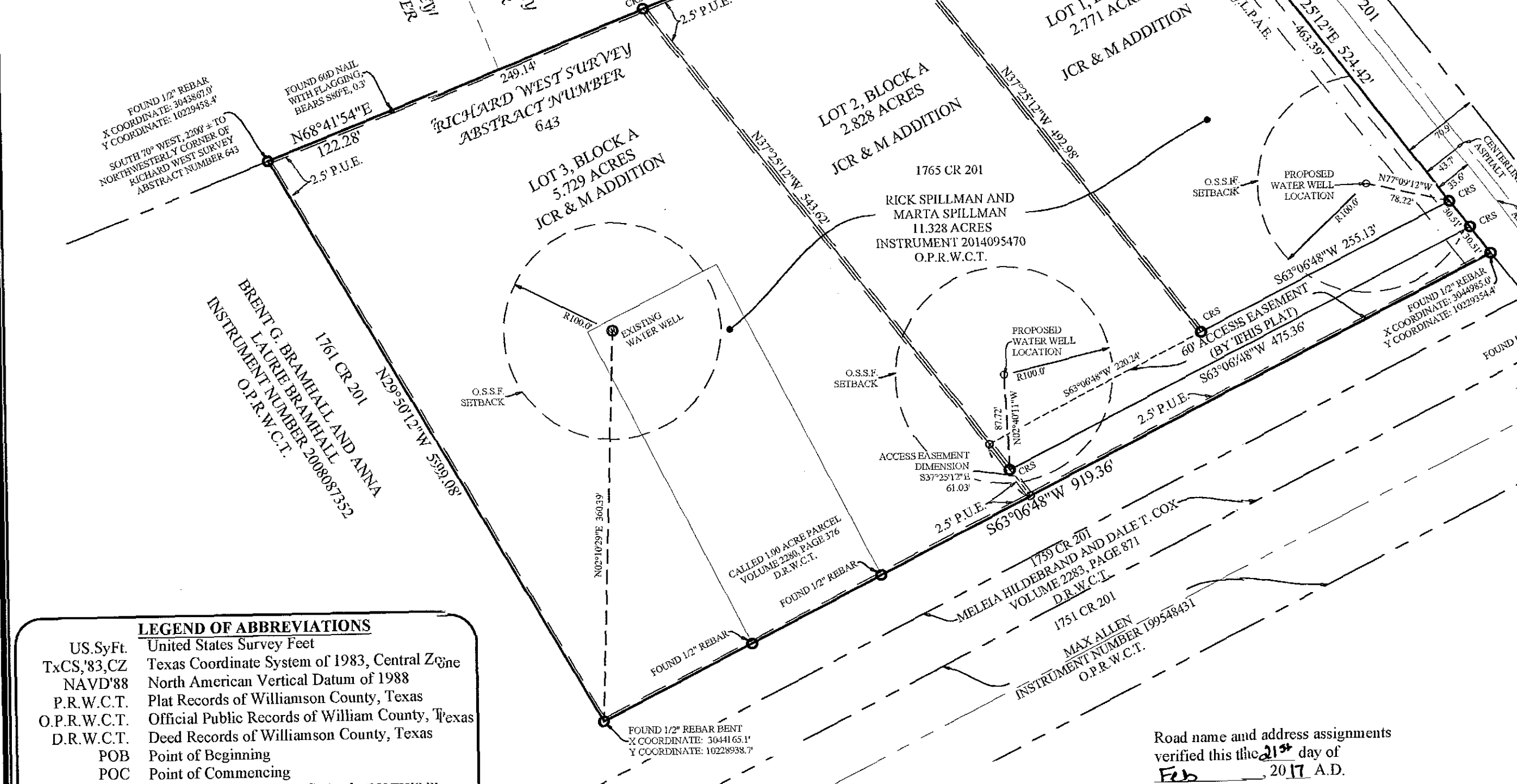
Surveyor: JPH Land Surveying Inc.
13563 West SH 29, Suite 4
Liberty Hill, Texas 78642

Owner: Rick & Marta Spillman
P.O. Box 1866
Liberty Hill, Texas 78642

Revision Date:
February 7, 2017

LAND USE SUMMARY TABLE

LOT 1	LOT 2	LOT 3	PLAT
2.771 ACRES	2.828 ACRES	5.729 ACRES	11.328 ACRES



LEGEND OF ABBREVIATIONS

US.Sy.Ft. United States Survey Feet
TxCS,'83,CZ Texas Coordinate System of 1983, Central Zone
NAVD'88 North American Vertical Datum of 1988
P.R.W.C.T. Plat Records of Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas
POB Point of Beginning
POC Point of Commencing
O.S.S.F. On-site Sewage Facility Setback (BY THIS PLAT)
P.U.L.P.A.E. Public Utility, Landscape, and Pedestrian Access Easement (BY THIS PLAT)
P.U.E. Public Utility Easement (BY THIS PLAT)

MONUMENTS / DATUMS / BEARING BASIS

CRS 1/2" rebar stamped "JPH Land Surveying" set
MNS Mag nail & washer stamped "JPH Land Surveying" set
Monuments are found if not marked MNS or CRS.

Coordinate values, if shown, are US.Sy.Ft./TxCS,'83,CZ
Bearings are based on grid north (TxCS,'83,CZ)

TYPE I 1/2" Right of Way tapered concrete monument
TYPE II 1/2" Right of Way bronze cap in concrete
TYPE III 1/2" Right of Way iron rod with aluminum cap

NOTES:

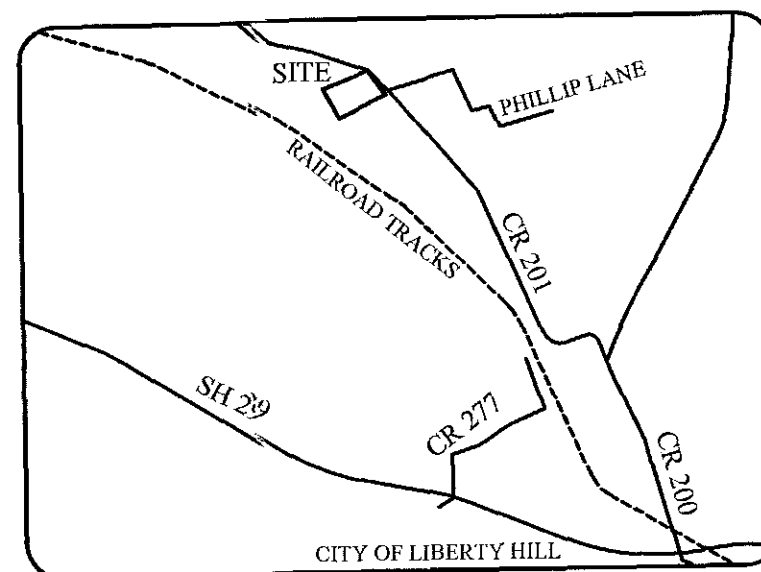
- Owner: Rick & Marta Spillman
- Acreage: 11.328 Acres
- Survey & Abstract: Richard West A-643
- Number of Blocks: 1
- Number of Lots: 3
- No portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel #48491C0250E for Williamson County, effective September 26, 2008.
- Basis of Bearings for this survey is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, Central Zone.
- No recording documents were found for County Road 201. Right of way is shown as evidenced by found monumentation.
- In approving this plat 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 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 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.
- 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. Floodplain 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.
- The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation which is located five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
- All driveways onto rural county roads whose lot is served by a septic system shall be required to obtain a permit from 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.
- Restriction: All 3 lot owners shall participate equally in the cost of maintenance, changes, improving, etc. of the existing or added. Lot 1 pays 19%, Lot 2 pays 35%, Lot 3 pays 46%. Driveway is considered 1/2" from edge of pavement on CR 201 to the gate in the fence that surrounds the house on Lot 3, for payment costs. Any gate or gate system that may be existing or added will fall into the driveway for sharing cost as well.
- Lots 2 and 3 may not be further subdivided.
- The water for this subdivision will be provided by water wells.
- The sanitary facilities will be On-Site Sewage Facilities.
- All public roadways and easements as shown on this plat are free of liens.
- 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.
- One-way "circular" driveways shall be prohibited onto County Road 201.
- A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.

Road name and address assignments
verified this 21st day of
Feb 2017 A.D.

Cathy Bridges
Williamson County 911 Addressing Coordinator

VICINITY MAP

NOT TO SCALE



FINAL PLAT
JCR & M ADDITION
11.328 ACRES
SITUATED IN
RICHARD WEST SURVEY
ABSTRACT NO. 643
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

WHEREAS, Rick Spillman and Marta Spillman are owners of an 11.328-acre parcel of land situated within the Richard West Survey, Abstract Number 643, Williamson County, Texas and being all of that parcel of land as described in the deed to Rick and Marta Spillman recorded under Instrument Number 2014095470 of the Official Public Records of Williamson County, Texas (hereafter referred to as the Spillman Parcel). Said 11.328 acres of land surveyed in the month of October 2016, under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor No. 6439 and being more particularly described as follows:

BEGINNING at a 3/4-inch iron pipe found at the westernmost northeast corner of said Spillman Parcel from which a 1/2-inch rebar found at the north corner of a parcel of land as described in the deed to Marcella Schroder recorded under Instrument Number 20100061192 of said Official Public Records bears NORTH 69 degrees 05 minutes 24 seconds WEST, 1,212.51 feet;

THENCE SOUTH 77 degrees 00 minutes 47 seconds EAST, 10.59 feet with the southwest right of way line of County Road 201, a variable width right of way, no recording document found (as evidenced by found monumentation), to a 5/8-inch rebar found at the easternmost northeast corner of said Spillman Parcel;
THENCE SOUTH 37 degrees 25 minutes 12 seconds EAST, 524.42 feet with the southwest right of way line of said County Road 201 to a 1/2-inch rebar found at the northeast corner of a parcel of land as described in the deed to Brent G. Bramhall and Anna Laurie Bramhall recorded under Instrument Number 2008087352 of said Official Public Records (hereafter referred to as the Bramhall Parcel);
THENCE SOUTH 63 degrees 06 minutes 48 seconds WEST, 919.36 feet with the north line of said Bramhall Parcel to a bent 1/2-inch rebar found at a re-entrant corner of said Bramhall Parcel;
THENCE NORTH 29 degrees 50 minutes 12 seconds WEST, 599.08 feet with the east line of said Bramhall Parcel to a 1/2-inch rebar found at the north corner of said Bramhall Parcel;
THENCE NORTH 68 degrees 41 minutes 54 seconds EAST, 122.28 feet with the north line of said Spillman Parcel to a salient corner of said Spillman Parcel, from which a 60d nail, bears South 80 degrees East, 0.3 feet;
THENCE NORTH 68 degrees 09 minutes 46 seconds EAST, 727.32 feet with the north line of said Spillman Parcel to the POINT OF BEGINNING, containing 11.328 acres of land. The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, Central Zone.

OWNER'S DEDICATION

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Rick Spillman and Marta Spillman, the owners of the certain tract of land shown hereon and described in a deed recorded in Document No. 2014095470 of the Official Public Records of Williamson County, Texas do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as the **JCR & M Addition**.

TO CERTIFY WHICH, WITNESS by my hand this 22 day of Feb, 2017.

Rick Spillman
Marta Spillman

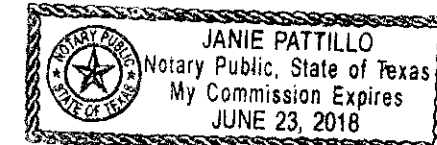
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Rick Spillman and known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 2017.

Notary Public in and for the State of Texas My commission expires:



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert A. Hansen, do hereby certify that I prepared this plat from an actual and accurate survey of the land, under my personal supervision, in accordance with the Williamson County Subdivision Ordinances. This tract is not located within the Edwards Aquifer Recharge Zone.

Signed
Robert A. Hansen
Registered Professional
Land Surveyor, No. 6439



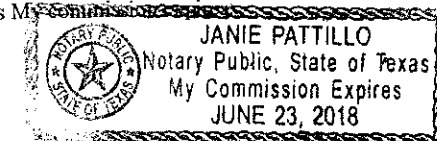
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Marta Spillman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of February 2017.

Notary Public in and for the State of Texas My commission expires:



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

DAN A. GATJIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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 CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, AD, AT _____ O'CLOCK _____ M, AND DULY RECORDED THIS THE DAY OF _____, 20____, AD AT _____ O'CLOCK _____ M, IN THE PLAT RECORDS OF SAID COUNTY 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 LAST DATE WRITTEN ABOVE.
NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

Deborah L. Marlow, R.A. 2/21/2017

Deborah L. Marlow, RS, OS0029596
Director, Environmental Health Services, WCCHD

By: _____ DEPUTY

JPH Job No.
2016.200.032

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13563 West SH 29, Suite #4, Liberty Hill, Texas 78642
Telephone (512) 778-5688 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
Dallas - Fort Worth | Austin | Abilene

Commissioners Court - Regular Session**13.****Meeting Date:** 02/28/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Cavender Subdivision - Pct 3

Submitted For: Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cavender Subdivision - Pct 3.

Background

This is a simple 2.00-acre single-lot subdivision along CR 157. It is being platted to conform with the Subdivision Regulations. The plat includes a 10 foot road widening easement along the south side of the CR 157 right-of-way.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Prelim Plat - Cavender Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

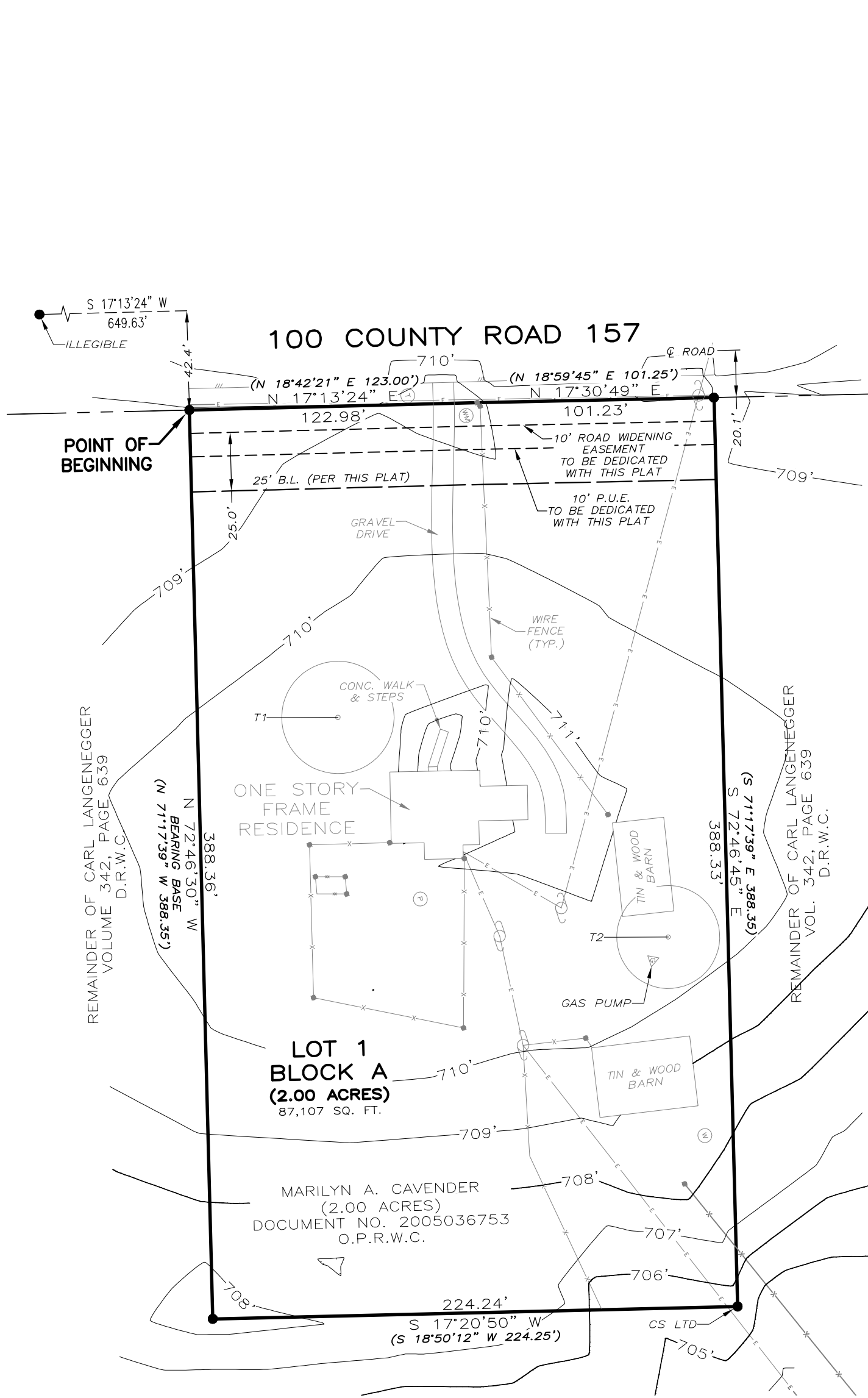
02/23/2017 10:28 AM

Started On: 02/22/2017 02:23 PM

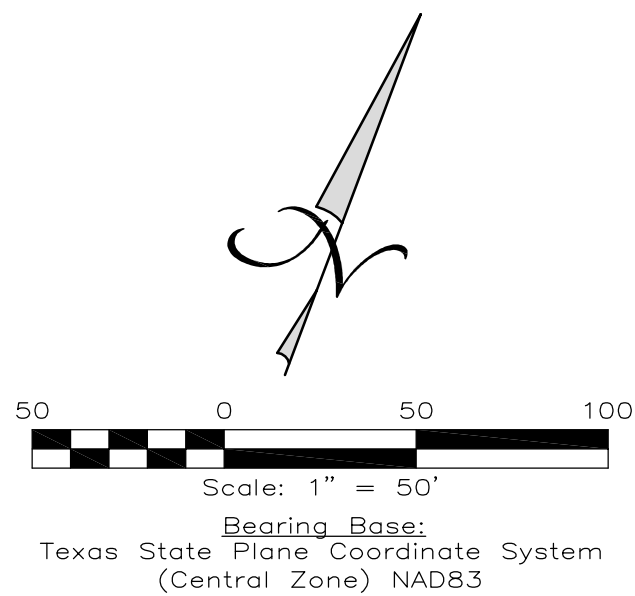
PRELIMINARY PLAT OF
**CAVENDER
SUBDIVISION**
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

CAVENDER SUBDIVISION — 2.00 ACRES
All that certain tract or parcel of land situated in Williamson County, Texas, out of the John Sharp Survey, Abstract No. 592, and being a portion of that tract described as 109.25 acres in a Deed granted to Carl Langenegger, et ux, dated July 21, 1947 and recorded in Volume 342, Page 639, Deed Records of Williamson County, Texas, and being the same tract of land conveyed to Marilyn A. Cavender, in a Deed, dated May 14, 2005, as recorded under Document No. 2005036753, Official Public Records, Williamson County, Texas.



TREE LIST			
TAG#	TYPE	CHARACTERISTICS	DIAMETER (INCHES)
1	WATER TUPELO	SINGLE	24"
2	WINGED ELM	SINGLE	22"



SURVEYOR:

TEXAS LAND SURVEYING, INC.
KENNETH CRIDER, R.P.L.S. NO. 5624
KENNETH@TEXAS-LS.COM
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930-1600

OWNER/SUBDIVIDER:

Perry C. Cavender
PCAVENDER@GMAIL.COM
1130 Cordova Street
Dallas, TX 75223
(214) 206-6165

TOTAL ACREAGE: 2.00
TOTAL RESIDENTIAL LOTS: 1

LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "CS, LTD."
///	PAVEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
()	RECORD INFORMATION
B.L.	BUILDING SETBACK LINE



LOCATION MAP
Not to Scale

PRELIMINARY PLAT OF
**CAVENDER
SUBDIVISION**
WILLIAMSON COUNTY, TEXAS

OWNER'S DEDICATION

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

I Perry C. Cavender, owner of the certain tract of land shown hereon and described in a deed recorded under Document No. 2005036753 of the Official Public Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, 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 know as **CAVENDER SUBDIVISION**.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20____.

Perry C. Cavender, Owner
1130 Cordova Street
Dallas, TX 75223

STATE OF TEXAS §
COUNTY OF WILLIAMSON §
BEFORE ME, the undersigned authority personally appeared Elroy Cavazos and Maritza Y. Cavazos.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____.

Notary Public, State of Texas

PLAT NOTES

1. 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.
2. 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 attributed 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.
3. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any 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.
4. 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.
5. 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.
6. 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.
7. A De facto certificate of compliance is hereby issued for all lots with this subdivision. This certificate is valid until such time as F.E.M.A. 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. Water service for this subdivision is provided by Jonah Water SUD. Sewer service for this subdivision is provided by an existing on-site sewage facility. The existing home on Lot 1 is presently connected to a approved municipal water source.
10. Electric service for this subdivision is provided by TXU Energy.

HEALTH DISTRICT APPROVAL

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

Deborah L. Marlow, RS, OS0029596
Assistant Deputy Director
Environmental Health Services, WCCHD

Date

SURVEYOR'S CERTIFICATION

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

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

This tract lies entirely within Zone 'X', and no portion of this tract is within the boundaries of the 100-year floodplain as indicated on the Federal Flood Insurance Administration, FIRM Panel No. 48491C0100E, dated September 26, 2008, for Williamson County, Texas.

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

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

COUNTY JUDGE'S APPROVAL

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20____ A.D., at _____ o'clock, ____M., and duly recorded this the day of _____, 20____ A.D., at _____ o'clock, ____M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

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

By:_____, Deputy

DATE OF PLAT PREPARATION: SEPTEMBER 9, 2016

<div><i>Texas Land Surveying, Inc.</i> 3613 Williams Drive, Suite 903 — Georgetown, Texas 78628 (512) 930-1600/(512) 930-9389 fax www.texas-ls.com TBPLS FIRM NO.10056200</div>	SHEET
	2 OF 2

Commissioners Court - Regular Session**14.****Meeting Date:** 02/28/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Stefek Subdivision - Pct 4

Submitted For: Terron Evertson**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Stefek Subdivision - Pct 4.

Background

This is a simple 1.03-acre single-lot subdivision along CR 353. It is being platted to conform with the Subdivision Regulations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPreliminary Plat - Stefek Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/22/2017 03:14 PM

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

That, CGS FARMS, LLC, by Christopher G. Stefek, owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2014006669 of the Official Public Records of Williamson County, Texas, 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2017.

Christopher G. Stefek
owner
17924 Alligator Road
Bartlett, Texas 76511

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Texas

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

I, George D. Stefek, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2016064930 of the Official Public Records of Williamson County, Texas, 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2017.

George D. Stefek
co-owner
1900 CR 354
Granger, Texas 76530

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Texas

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

I, Dorothy K. Stefek, co-owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 2016064930 of the Official Public Records of Williamson County, Texas, 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 STEFEK SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2017.

Dorothy K. Stefek
co-owner
1900 CR 354
Granger, Texas 76530

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument.

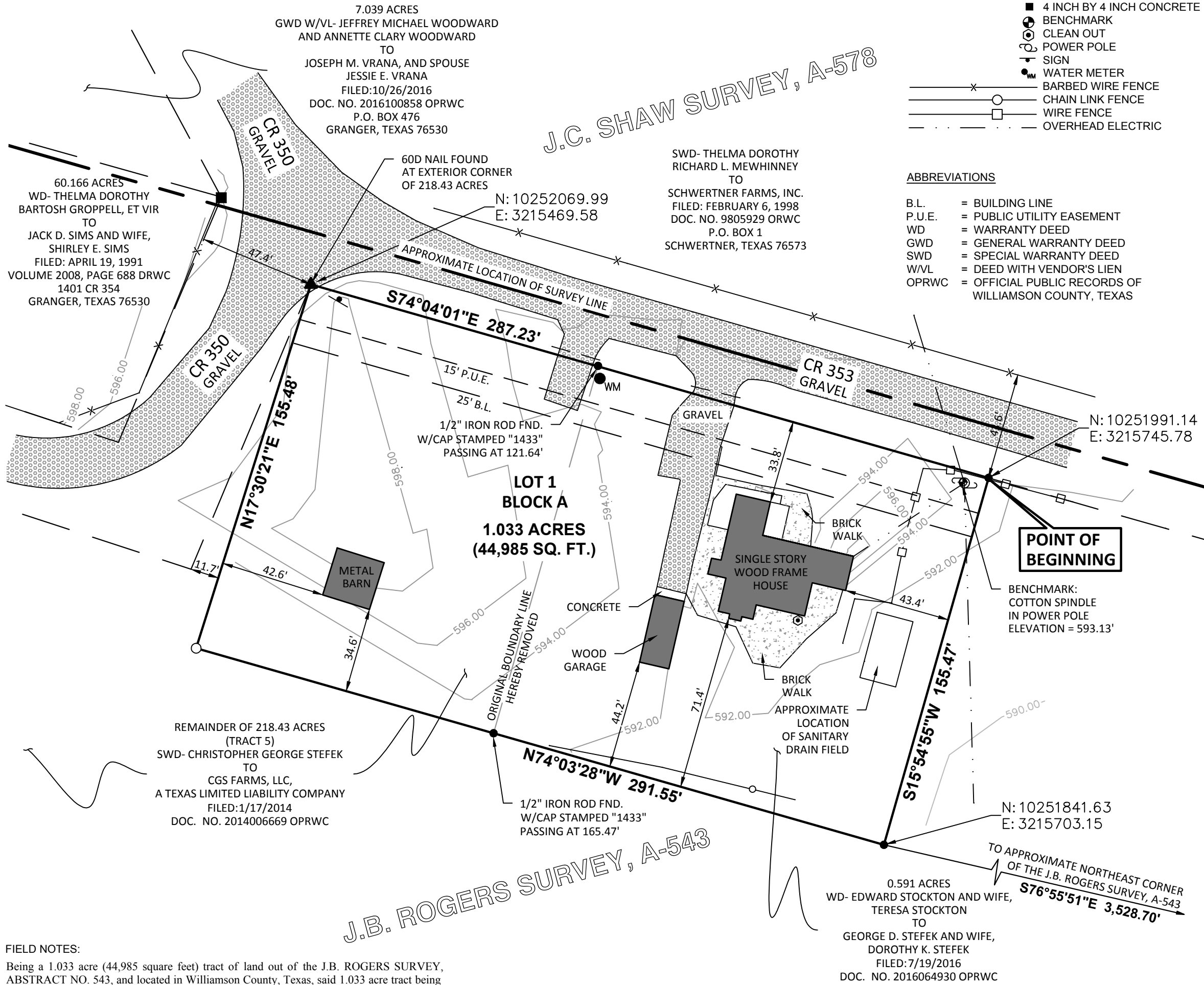
Given under my hand and seal of the office on this the ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Texas



STEF EK SUBDIVISION

A PRELIMINARY PLAT OF 1.033 ACRES OUT OF THE J.B. ROGERS SURVEY, ABSTRACT NO. 543 BEING A PORTION OF 218.43 ACRES (DOCUMENT No. 2014006669 OPRWC) AND ALL OF 0.591 ACRES (DOCUMENT No. 2016064930 OPRWC)



FIELD NOTES:

Being a 1.033 acre (44,985 square feet) tract of land out of the J.B. ROGERS SURVEY, ABSTRACT NO. 543, and located in Williamson County, Texas, said 1.033 acre tract being out of and a part of the remainder of a 218.43 acre tract conveyed in a special warranty deed from Christopher George Stefek to CGS FARMS, LLC, a Texas limited liability company, filed January 17, 2014 as recorded in Document No. 2014006669 of the Official Public Records of Williamson County, Texas (OPRWC), and all of a 0.591 acre tract conveyed in a warranty deed from Edward Stockton and wife, Teresa Stockton to George D. Stefek and wife, Dorothy K. Stefek, filed July 19, 2016 as recorded in Document No. 2016064930 OPRWC, said 1.033 acre tract being more fully described by metes and bounds as follows;

BEGINNING, at a 1/2 inch diameter iron rod with cap stamped "1433" found for the Northeast corner of the herein described tract, said iron rod being the Northeast corner of the said 0.591 acre tract of land, an exterior corner of the said 218.43 acre tract, and being in the South line of county road 353;

THENCE, South 15°54'55" West, with the East line of the said 0.591 acre tract, a distance of 155.47 feet to a 1/2 inch diameter iron rod with cap stamped "1433" found for the Southeast corner of the herein described tract, said iron rod being the Southeast corner of said 0.591 acre tract, and an interior corner of the said 218.43 acre tract;

THENCE, North 74°03'28" West, with the South line of the said 0.591 acre tract, passing a 1/2 inch iron rod with a cap stamped "1433" found for the Southwest corner of the said 0.591 acre tract at a distance of 165.47 feet, and continuing over and across the remainder of the said 218.43 acre tract for a total distance of 291.55 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "CIVILCORP" set for the Southwest corner of the herein described tract;

THENCE, North 17°30'21" East, over and across the remainder of the said 218.43 acre tract, a distance of 155.48 feet to a 60d nail found 6 inches under the existing said gravel road for the Northwest corner of herein described tract, said iron rod being the North corner of the remainder of the said 218.43 acre tract, and being at the Southeast intersection of County Road 353 and County Road 350;

THENCE, South 74°04'01" East, with the North line of the remainder of the said 218.43 acre tract and the South line of County Road 353, passing a 1/2 inch diameter iron rod with cap stamped "1433" found for the Northwest corner of the aforesaid 0.591 acre tract at a distance of 121.64 feet, and continuing with the South line of said County Road 353 and the North line of the said 0.591 acre tract for a total distance of 287.23 feet to the **POINT OF BEGINNING**, CONTAINING within these metes and bounds 1.033 acres (44,985 square feet) of land, more or less.

FLOOD NOTE:

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

No lot in this subdivision is encroached by any special flood hazard area inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency (F.E.M.A.) flood insurance rate map, community panel number 48491C0175E, effective date September 26, 2008, for Williamson County, Texas, and indicates that the subject tract lies within Zone "X" unshaded (areas determined to be outside the 0.2% annual chance floodplain).

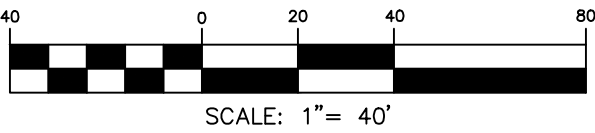
That I, Leon E. Hoch, do hereby certify that the information contained on this plat complies with the subdivision ordinances adopted by Williamson County, Texas.

Leon E. Hoch
Licensed Professional Engineer No. 82670

SURVEYOR'S CERTIFICATION:

That I, Corey Joseph Hall, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision. The attached Metes and bounds description results in a satisfactory mathematical closure.

Corey Joseph Hall
Registered Professional Land Surveyor 6362

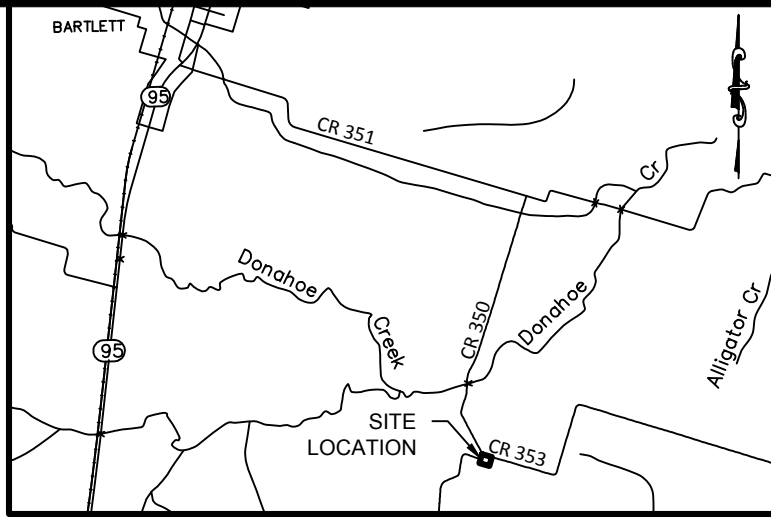


LEGEND

- 1/2 INCH IRON ROD FOUND
- 5/8 INCH IRON ROD WITH YELLOW CAP STAMPED (CIVILCORP) SET
- 4 INCH BY 4 INCH CONCRETE MONUMENT
- BENCHMARK
- CLEAN OUT
- POWER POLE
- SIGN
- WATER METER
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- OVERHEAD ELECTRIC

ABBREVIATIONS

- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- WD = WARRANTY DEED
- GWD = GENERAL WARRANTY DEED
- SWD = SPECIAL WARRANTY DEED
- WVL = DEED WITH VENDOR'S LIEN
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



LOCATION MAP (NOT TO SCALE)

OWNER: CGS FARMS, LLC., GEORGE D. STEFEK, & DOROTHY K. STEFEK
ACREAGE: 1.033 ACRES (44,985 SQ. FT.)
NUMBER OF LOTS: 1
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREET: NONE
SURVEY: J.B. ROGERS SURVEY, ABSTRACT 543
SUBMITTAL DATE: JANUARY 19, 2017
OWNER: CGS FARMS, LLC OWNERS: GEORGE D. STEFEK
17924 ALLIGATOR ROAD DOROTHY K. STEFEK
BARTLETT, TEXAS 76511 1900 CR 354
512-818-5013 GRANGER, TEXAS 76530
jccstefek@yahoo.com 512-818-5012

NOTES:

- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012A), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK. ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUE. TO CONVERT TO SURFACE VALUES MULTIPLY BY THE RECIPROCAL COMBINED SCALE FACTOR OF 0.999866420.
- ALL ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88(2012A), REFERENCING THE LEICA SMARTNET REFERENCE NETWORK.
BENCH MARK — COTTON SPINDLE SET IN POWER POLE LOCATED AT THE NORTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 593.13 FEET (NAVD88).
- WATER SERVICE FOR THIS SUBDIVISION IS AND WILL BE PROVIDED BY BELL MILAM FALLS WSC.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AN ON-SITE SEWAGE FACILITIES.
- ALL PUBLIC ROADS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
- 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.
- A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- RURAL MAILBOXES SHALL BE SET THREE (3) 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.

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

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

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

Dan A Gattis, County Judge
Williamson County, Texas

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
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 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 Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

Commissioners Court - Regular Session**15.****Meeting Date:** 02/28/2017

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**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 01/23/2017

Reviewed By

Wendy Coco

Date

01/23/2017 09:27 AM

Started On: 01/20/2017 09:25 AM

Commissioners Court - Regular Session**16.****Meeting Date:** 02/28/2017

Discuss consider and take appropriate action on approving a street width variance request for Tesoro Subdivision - Pct

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a variance request from the 60-foot street width requirement for roads in rural residential subdivisions according to Paragraph B3.6.1 of the 2013 Williamson County Subdivision Regulations for the Tesoro Subdivision - Pct 2.

Background

The developer of the Tesoro subdivision is requesting a variance from the 60-foot street width requirement for roads in rural residential subdivisions. The variance proposes a 50-foot street width on the following four streets in the subdivision: Diamantes Drive, Plata Espanola Cove, Joya Del Sol Way and Rio de Lujo Cove. The proposed variance allows the developer to create the minimum 1-acre lot size required for septic system permits. The reduced street width has been reviewed and does not present an issue.

A letter from Haynie Consulting requesting the variance is attached.

Fiscal Impact

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

AttachmentsTesoro Variance RequestTesoro Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/21/2017 09:59 AM



December 2, 2016

Patrick Hughes
Williamson County
phughes@wilco.org

**RE: Tesoro Subdivision
Request for Variance on Right-of-Way Width**

Dear Mr. Hughes,

We are requesting a variance on the right-of-way width from the County's standard of 60 feet wide to 50 feet on some of the streets. The preliminary plat was labeled with the street right-of-way width labeled, showing where the variance to 50-feet will apply.

The following streets are shown on the Preliminary Plat as 50' right-of-way width and we are requesting variance on north end of Diamantes Drive, Plata Espanola Cove, Joya Del Sol Way and Rio de Lujo Cove.

Should you have any questions or need additional information, please feel free to contact me at 512-837-2446, ext 208 or 512-784-6670.

Sincerely,

Haynie Consulting, Inc.

Texas Registered Engineering Firm # F-2411
Texas Licensed Surveying Firm # 10025000

Timothy E. Haynie, President

Professional Engineer (Civil) License No. 36982
Registered Professional Land Surveyor, License No. 2380

Z:\carrie\2016-cer\Letters\12-02-16 ph wilco-tesoro.doc

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PRELIMINARY PLAT OF TESORO SUBDIVISION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

OWNER/DEVELOPER: TRIBAR PARTNERS
ADDRESS: 2001 CR 258, LIBERTY HILL, TX. 78642
ACREAGE: 140.54 ACRES
ENGINEER/SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PH: (512) 837-2446
FAX: (512) 837-9463
EMAIL: TEHAYNIE@HAYNIECONSULTING.COM

LOTS/LAYNOTE NOTE:
LOT 78, SECTION 3 AND LOT 94, SECTION 4 MAY NOT BE FURTHER SUBDIVIDED.

DRIVEWAY NOTE:
1. ALL LOCAL STREETS HAVE A MINIMUM CENTERLINE RADIUS OF 300' (30 MPH), ARTERIAL STREET HAS A MINIMUM CENTERLINE RADIUS OF 1090' (45 MPH).
2. 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.
3. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 258, THE ADJACENT COUNTY ROAD.
4. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO ARTERIAL STREET "A". NO DRIVEWAYS SHALL ACCESS VALLE DEL TESORO PARKWAY.

DRIVEWAYS FOR LOT 1, BLOCK A & LOT 1, BLOCK B, SHALL CONNECT ONLY TO TESORO PERDIDO DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 32-34, BLOCK A & LOTS 6 & 7, BLOCK C, SHALL CONNECT ONLY TO RIO DE DIAMANTES DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 37, BLOCK A & LOT 11, BLOCK C, SHALL CONNECT ONLY TO RIO VALLE WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 13, BLOCK B & LOT 1 BLOCK C, SHALL CONNECT ONLY TO ZAFIRO AZUL DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 1 & 12, BLOCK D, SHALL CONNECT ONLY TO TESORO PERDIDO COVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 13 & 21, BLOCK D, SHALL CONNECT ONLY TO PLATA ESPANOLA COVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 22, BLOCK D & LOT 1, BLOCK E, SHALL CONNECT ONLY TO VALLE DEL ORO WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 2 & 3, BLOCK E, SHALL CONNECT TO JOYA DEL SOL WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 4, BLOCK E, & LOT 37, BLOCK D, SHALL CONNECT TO RIO DE LUJO COURT AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 1-10, BLOCK A, SHALL CONNECT ONLY TO TESORO PERDIDO DRIVE AND NOT TO COUNTY ROAD 258.
DRIVEWAYS FOR LOTS 1-6, BLOCK D, SHALL CONNECT ONLY TO TESORO PERDIDO COVE AND NOT TO COUNTY ROAD 258.

FLOODPLAIN NOTE:
1. THIS TRACT IS NOT LOCATED WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DELINEATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48491C0275E, EFFECTIVE 09/26/2008, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

WILLIAMSON COUNTY AND OTHER CITIES HEALTH DISTRICT (WCCHD) NOTES:
1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. NO DEVELOPMENT SHALL BEGIN ON LOTS ENCLOSED BY FEMA ZONE A & AE PRIOR TO ISSURANCE OF A FLOODPLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD ADMINISTRATOR.
3. NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
4. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
7. WATER SERVICE WILL BE PROVIDED BY GEORGETOWN WESTERN DISTRICT.
8. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
9. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
10. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

SUNNY SLOT SUBDIVISION
DOC 2015103355
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

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

TRIBAR, A TEXAS PARTNERSHIP, BEING THE OWNER OF 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417 IN WILLIAMSON COUNTY, TEXAS; SAID 140.54 ACRES BEING THE REMAINING OF A CALLED 170.84 ACRE TRACT OF LAND AS CONVEYED TO TRIBAR, A TEXAS PARTNERSHIP BY DEED OF RECORD IN VOLUME 2519, PAGE 648 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 140.54 ACRE TRACT TO BE KNOWN AS TRIBAR SUBDIVISION AND JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS ____ DAY OF _____, 20____A.D.

BRIAN BARNES - AUTHORIZED SIGNER
8103-B BAYWOOD DRIVE,
AUSTIN, TX 78759

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO BE ME TO BE 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 ____ DAY OF _____, 201____A.D.

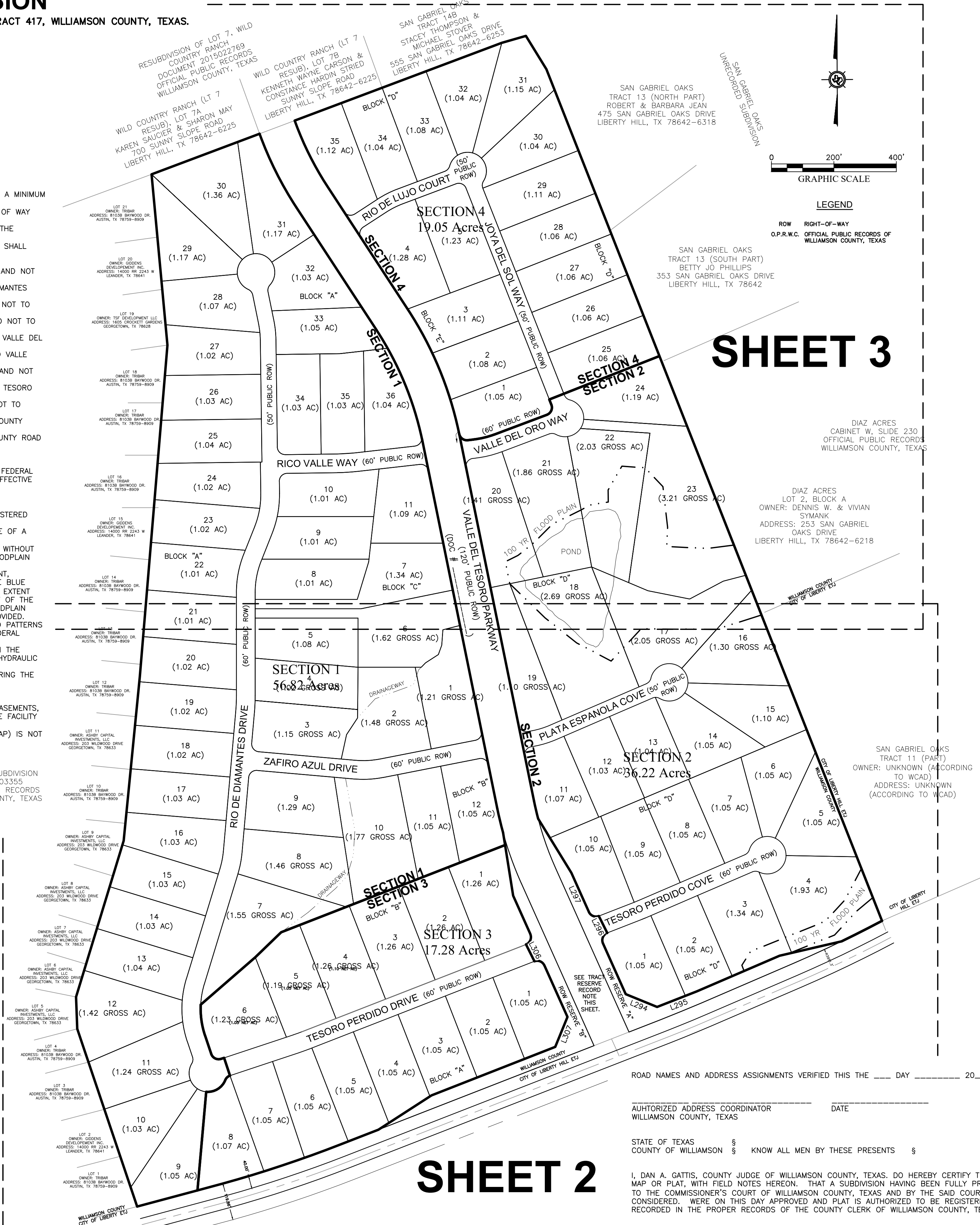
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS PRINTED NAME _____

MY COMMISSION EXPIRES _____, 20____A.D.

RIGHT-OF-WAY (ROW) RESERVE TRACTS:

TRACTS LABELED AS "ROW RESERVE" ARE TO BE PURCHASED BY WILLIAMSON COUNTY, TEXAS.

RESERVE "A" - DOCUMENT # _____, O.P.R.W.C.
RESERVE "B" - DOCUMENT # _____, O.P.R.W.C.



SHEET 2

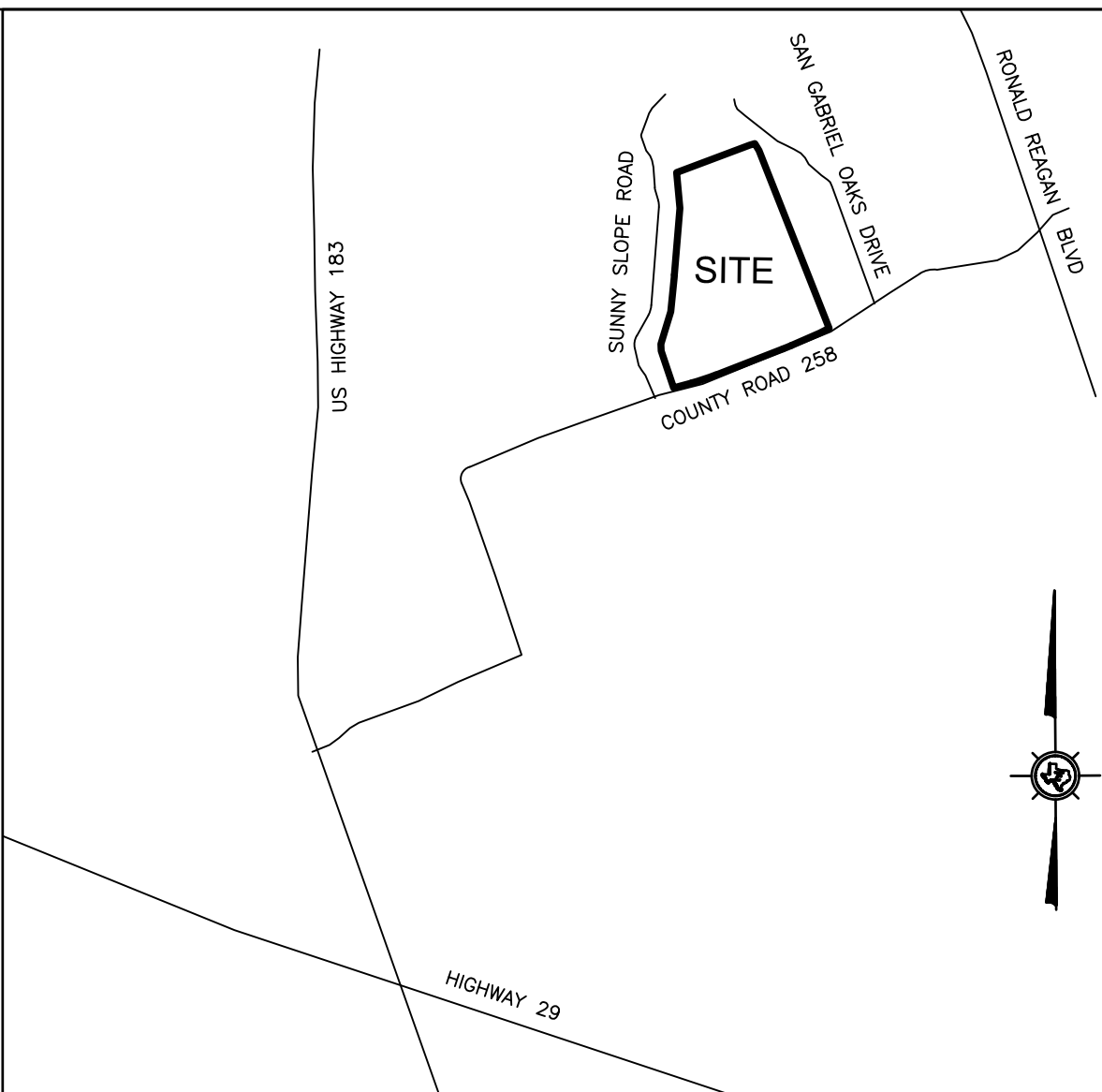
ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY _____, 20____A.D.

AUTHORIZED ADDRESS COORDINATOR _____ DATE _____
WILLIAMSON COUNTY, TEXAS

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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT ONLY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS



LOCATION MAP: NOT TO SCALE

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISION, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

TIMOTHY HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE "A" OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM COMMUNITY PANEL NO. 48491C0275E) EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIMOTHY HAYNIE, LICENSED PROFESSIONAL ENGINEER
NO. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

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

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

JOE M. ENGLAND, P.E.
WILLIAMSON COUNTY, TEXAS

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

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

DEBORAH L. MALOW, RS. 050029596
DIRECTOR OF ENVIRONMENTAL SERVICES

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

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____A.D. AT _____ O'CLOCK _____M. IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN DOCUMENT _____, WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____A.D.

NANCY RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TEHAYNIE@HAYNIECONSULTING.COM

USE NUMBER 764-16-01
DATE 2016-05-20
SCALE 1"=500'
TECHNICIAN J. WARREN
CHECKED BY:

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

SHEET NO.
1 OF 5

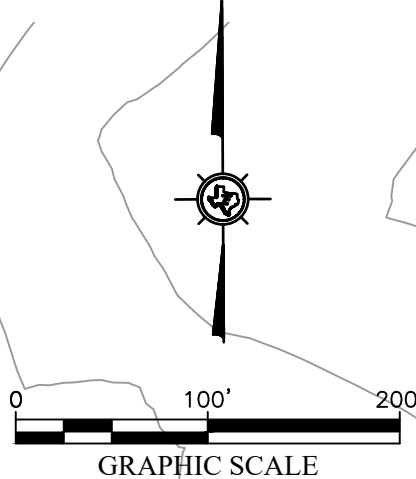
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PRELIMINARY PLAT OF
TESORO SUBDIVISION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

MATCHLINE SHEET 3
MATCHLINE SHEET 2

MATCHLINE SHEET 3
MATCHLINE SHEET 2



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- CONC MONUMENT FOUND
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

SAN GABRIEL OAKS
TRACT 1A (PART)
OWNER: UNKNOWN (ACCORDING
TO WCAD)
ADDRESS: UNKNOWN
(ACCORDING TO WCAD)

EXTENT OF
PROPOSED
100YR EVENT
REC-RAS 5.0.3

POINT OF BEGINNING
N=10220051.20
E=3075867.51

NOTES:

1. LINE & CURVE TABLE ON SHEETS 4 & 5 OF 5
2. CONTOUR INFORMATION WAS PROVIDED BY WILLIAMSON COUNTY AND ARE 2 FOOT CONTOUR INTERVALS.
3. TRACTS LABELED AS "ROW RESERVE" ARE TO BE PURCHASED BY WILLIAMSON COUNTY, TEXAS.

**PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS**

SHEET NO.
2 OF 5

HAYNE CONSULTING, INC.
1010 Presidential Lane
Austin, Texas 78703
Phone: 512.452.1234
Fax: 512.452.1235
E-Mail: hayne@hayneconsulting.com

JOB NUMBER: 764-16-01
DATE: 2016-05-20
SCALE: 1"=200'
TECHNICIAN: J. WARREN
CHECKED BY:

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PRELIMINARY PLAT OF
TESORO SUBDIVISION
BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH
DOCUMENT 2015022769
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

WILD COUNTRY RANCH (LT 7 RESUB), LOT 7B
KENNETH WAYNE CARSON & CONSTANCE HARDIN STRIED
SUNNY SLOPE ROAD
LIBERTY HILL, TX 78642-6225

WILD COUNTRY RANCH (LT 7 RESUB), LOT 7A
KAREN SAUCIER & SHARON MAY
700 SUNNY SLOPE ROAD
LIBERTY HILL, TX 78642-6225

LOT 21
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 20
OWNER: GIDDENS DEVELOPMENT, INC.
ADDRESS: 14000 RR 2243 W
LEANDER, TX 78641

LOT 19
OWNER: TSP-DEVELOPMENT, LLC
ADDRESS: 1865 BROCKETT GARDENS
GEORGETOWN, TX 78628

LOT 18
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 17
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 16
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 15
OWNER: GIDDENS DEVELOPMENT, INC.
ADDRESS: 14000 RR 2243 W
LEANDER, TX 78641

LOT 14
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 13
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

SAN GABRIEL OAKS
TRACT 14B
STACEY THOMPSON & MICHAEL STOVER
555 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642-6253

SAN GABRIEL OAKS
TRACT 13 (NORTH PART)
ROBERT & BARGARA JEAN
475 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642-6318

SAN GABRIEL OAKS
TRACT 13 (SOUTH PART)
BETTY LO PHILLIPS
353 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642

NOTE:
1. LINE & CURVE TABLE ON SHEETS 4 & 5 OF 5
2. CONTOUR INFORMATION WAS PROVIDED BY WILLIAMSON COUNTY AND ARE 2 FOOT CONTOUR INTERVALS.

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- CONG. MONUMENT FOUND
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

GRAPHIC SCALE

0 100' 200'



MATCHLINE SHEET 3
MATCHLINE SHEET 2

MATCHLINE SHEET 3
MATCHLINE SHEET 2

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

SHEET NO.
3 OF 5

HAYNE CONSULTING, INC.
1010 Providence Lane
Liberty Hill, TX 78642-6318
Phone: 512.267.9463
Fax: 512.267.9463
E-MAIL: hayne@hayneconsulting.com

JOB NUMBER: 764-16-01
DATE: 2016-05-20
SCALE: 1"=200'
TECHNICIAN: J. WARREN
CHECKED BY:

PRELIMINARY PLAT OF

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C37	073°07'34"	60.00'	76.58'	S58°30'24"W	71.48'
C38	028°57'18"	60.00'	30.32'	S70°27'10"E	30.00'
C43	012°14'29"	330.00'	70.51'	S10°49'40"W	70.37'
C44	011°54'03"	270.00'	56.08'	S10°59'53"W	55.98'
C45	012°35'46"	270.00'	59.36'	S15°20'36"W	59.24'
C46	009°47'25"	270.00'	46.14'	S04°09'01"W	46.08'
C47	004°55'58"	275.00'	23.68'	S03°12'41"E	23.67'
C48	005°51'02"	275.00'	28.08'	S08°36'10"E	28.07'
C49	060°11'16"	60.00'	63.03'	S35°24'08"E	60.17'
C50	048°29'02"	60.00'	50.77'	S18°56'00"W	49.27'
C51	038°46'22"	60.00'	40.60'	S62°33'42"W	39.83'
C52	064°51'57"	60.00'	67.93'	N65°37'08"W	64.36'
C53	075°37'34"	60.00'	79.20'	N04°37'37"E	73.57'
C54	003°45'39"	1030.00'	67.61'	S31°18'20"E	67.60'
C55	016°55'12"	1038.91'	306.80'	S20°53'28"E	305.69'
C56	012°47'49"	330.00'	73.70'	N05°39'13"E	73.55'
C57	009°35'22"	330.00'	55.23'	N16°50'48"E	55.17'
C58	001°28'51"	630.00'	16.28'	N00°44'25"E	16.28'
C59	003°34'02"	630.00'	39.22'	N03°15'51"E	39.22'
C61	014°09'44"	270.00'	66.74'	N09°52'03"E	66.57'

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C153	002°00'26"	3950.55'	138.40'	N73°30'19"E	138.39'
C156	033°54'56"	60.00'	35.52'	S39°01'03"E	35.00'
C160	053°07'15"	60.00'	55.63'	S04°30'02"W	53.66'
C163	011°22'23"	330.00'	65.50'	S12°55'56"E	65.40'
C167	011°57'11"	330.00'	68.84'	S01°16'10"E	68.72'
C188	013°12'51"	1150.02'	265.23'	S26°34'44"E	264.64'
C190	021°07'51"	1030.00'	379.86'	S22°37'14"E	377.72'
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C198	035°34'03"	270.00'	167.61'	S00°50'06"E	164.93'
C199	089°45'28"	25.00'	39.16'	S63°29'52"E	35.28'
C200	049°40'47"	25.00'	21.68'	S46°47'00"W	21.00'
C204	189°07'03"	60.00'	198.04'	N63°29'52"W	119.62'
C205	049°40'47"	25.00'	21.68'	N06°13'16"E	21.00'
C206	035°34'03"	330.00'	204.85'	N00°50'06"W	201.58'
C207	011°54'03"	330.00'	68.54'	S10°59'53"W	68.42'
C208	090°00'00"	25.00'	39.27'	S50°02'52"W	35.36'
C209	090°00'00"	25.00'	39.27'	S39°57'08"E	35.36'
C210	016°09'37"	330.00'	76.15'	N86°58'04"E	75.90'
C211	016°09'37"	330.00'	93.08'	S86°58'04"W	92.77'
C212	090°12'03"	25.00'	39.36'	N33°47'13"E	35.42'

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C213	089°35'47"	25.00'	39.09'	N56°18'51"W	35.23'
C214	005°02'52"	570.00'	50.22'	S02°31'26"E	50.20'
C215	005°02'52"	630.00'	55.50'	N02°31'26"W	55.49'
C216	021°38'29"	330.00'	124.65'	N10°49'15"E	123.91'
C217	021°41'05"	269.47'	101.99'	S10°49'15"W	101.38'
C218	022°23'11"	270.00'	105.49'	N10°26'54"E	104.82'
C219	022°23'11"	330.00'	128.94'	S10°26'54"W	128.12'
C220	090°00'00"	25.00'	39.27'	S44°15'18"W	35.36'
C221	090°00'00"	25.00'	39.27'	S45°44'42"E	35.36'
C222	005°40'27"	635.00'	62.89'	S86°25'05"W	62.86'
C223	005°40'27"	575.00'	56.94'	N86°25'05"E	56.92'
C224	090°20'39"	25.00'	39.42'	N38°43'11"E	35.46'
C225	084°51'03"	25.00'	37.02'	N53°59'37"W	33.73'
C226	010°46'59"	275.00'	51.76'	N06°08'11"W	51.68'
C227	010°54'56"	321.06'	61.17'	S06°08'11"E	61.07'
C228	053°58'05"	25.00'	23.55'	N38°30'44"W	22.69'
C229	053°58'05"	25.00'	23.55'	S17°22'22"W	22.69'
C230	287°56'10"	60.00'	301.53'	N78°28'19"E	70.59'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'

SECTION 1 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L19	S06°22'07"W	60.37'
L20	S16°53'26"W	125.41'
L21	S75°47'28"W	56.51'
L22	S04°14'58"W	49.47'
L23	S19°55'15"W	31.78'
L24	S57°04'01"W	48.90'
L25	S44°36'32"W	19.77'
L26	N90°00'00"W	19.33'
L27	S00°36'29"W	135.41'
L28	S00°36'29"W	27.07'
L29	S33°27'02"W	63.87'
L30	S12°12'14"W	79.96'
L39	S78°53'15"W	14.65'
L40	N78°53'15"E	15.35'
L41	N75°24'54"E	74.57'
L42	N62°03'54"E	121.86'
L43	S78°50'13"E	136.20'
L44	S67°06'38"E	66.90'
L45	S67°06'38"E	128.74'
L46	S78°29'02"W	158.35'

SECTION 1 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L47	S78°29'02"W	172.11'
L93	S53°35'11"W	107.90'
L94	N48°55'26"E	115.78'
L95	N43°10'56"E	53.59'
L96	N16°43'03"E	69.35'
L97	N03°41'11"E	79.63'
L98	N10°00'55"W	107.13'
L100	N07°06'16"E	129.69'
L101	N19°13'07"E	50.99'
L102	N44°36'32"E	31.90'
L168	S31°33'25"E	71.57'
L183	N68°36'09"E	97.46'
L184	N67°09'25"E	162.74'
L185	N66°41'59"E	165.06'
L186	N76°55'34"E	39.69'
L187	N76°55'34"E	164.08'
L189	N68°36'09"E	39.10'
L190	N68°42'57"E	2.78'
L212	N57°04'41"E	6.03'
L244	N18°37'08"W	51.77'

SECTION 2 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C76	090°24'13"	25.00'	39.45'	S33°41'09"W	35.48'
C77	012°11'16"	32.00'	69.13'	S72°47'38"W	69.00'
C78	053°58'05"	25.00'	23.55'	N86°18'58"W	22.69'
C79	287°56'10"	60.00'	301.53'	S23°18'00"E	70.59'
C80	053°58'05"	25.00'	23.55'	N39°42'57"E	22.69'
C81	012°11'16"	275.00'	58.50'	N72°47'38"E	58.39'
C82	089°35'47"	25.00'	39.09'	S56°18'51"E	35.23'
C94	020°46'22"	25.00'	9.06'	N77°05'11"E	9.01'
C95	033°11'43"	25.00'	14.48'	S75°55'46"E	14.28'
C96	086°41'07"	60.00'	90.78'	N77°19'32"E	82.36'
C97	032°17'44"	60.00'	33.82'	N17°50'06"E	33.37'
C98	049°52'24"	60.00'	52.23'	N23°14'57"W	50.59'
C99	119°04'56"	60.00'	124.70'	S72°16'23"W	103.44'
C108	036°55'51"	60.00'	38.67'	S79°21'34"E	38.01'
C109	048°18'32"	60.00'	50.59'	N58°01'14"E	49.10'
C110	030°00'00"	60.00'	31.42'	N18°51'58"E	31.06'
C111	079°16'49"	60.00'	83.02'	N35°46'27"W	76.56'
C180	057°54'43"	60.00'	60.65'	S45°58'34"W	58.10'
C181	040°02'14"	60.00'	41.93'	N85°02'58"W	41.08'
C182	066°01'06"	60.00'	69.13'	N32°01'18"W	65.37'

SECTION 2 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C183	115°23'32"	60.00'	120.84'	N58°41'01"E	101.43'
C232	095°05'49"	25.00'	41.49'	S36°01'57"W	36.89'
C234	014°09'17"	275.00'	67.94'	N76°30'13"E	67.77'
C235	014°09'17"	335.00'	82.76'	S76°30'13"W	82.55'
C236	194°31'13"	60.00'	203.70'	S21°50'45"W	119.04'
C237	053°53'59"	25.00'	23.52'	S48°27'52"E	22.66'
C238	090°56'27"	25.00'	39.68'	N23°57'21"E	35.64'
C239	049°40'47"	25.00'	21.68'	N85°44'02"W	21.00'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'
C298	092°50'55"	25.00'	40.51'	N22°17'27"E	36.22'
C300	087°09'02"	25.00'	38.03'	N67°42'33"W	34.47'
C303	003°15'15"	1027.24'	58.34'	N13°08'20"W	58.33'
C313	002°00'57"	330.00'	11.61'	S67°42'28"W	11.61'
C314	049°40'47"	25.00'	21.68'	N88°27'37"W	21.00'
C315	279°21'34"	60.00'	292.54'	S23°18'00"E	77.65'
C316	049°40'47"	25.00'	21.68'	N41°51'36"E	21.00'
C317	002°00'57"	270.00'	9.50'	N67°42'28"E	9.50'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L39	S78°53'15"W	14.65'
L40	N78°53'15"E	15.35'
L41	N75°24'54"E	74.57'
L42	N62°03'54"E	121.86'
L43	S78°50'13"E	136.20'
L44	S67°06'38"E	66.90'
L45	S67°06'38"E	128.74'
L46	S78°29'02"W	158.35'
L47	S78°29'02"W	172.11'
L103	N21°19'44"W	33.39'
L104	N32°38'38"E	73.16'
L105	N67°59'57"E	259.34'
L106	N42°41'12"E	85.41'
L107	N27°39'52"E	130.93'
L117	S50°02'51"W	56.49'
L118	S42°49'03"W	110.93'
L143	S75°24'54"W	74.91'
L144	S62°03'54"W	139.72'
L145	N81°04'50"W	197.52'
L146	S13°54'44"W	113.56'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L147	S13°54'44"W	18.23'
L148	S51°57'46"W	105.66'
L149	N64°19'13"W	88.20'
L150	N44°24'33"W	99.48'
L151	N53°03'40"W	71.92'
L152	N45°09'26"W	121.48'
L153	N32°28'36"W	51.36'
L154	N08°28'30"E	96.71'
L155	N41°15'40"E	125.69'
L156	N53°52'04"E	70.69'
L157	N47°24'05"E	67.02'
L158	N66°57'34"E	61.96'
L159	N77°15'05"E	105.15'
L160	S69°45'04"E	57.97'
L161	S39°00'00"E	64.26'
L162	S12°14'37"E	77.34'
L163	S09°41'36"W	101.34'
L164	S67°06'38"E	54.12'
L165	S78°50'13"E	101.87'
L166	N62°03'54"E	104.01'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L167	N75°24'54"E	74.23'
L168	S31°33'25"E	71.57'
L183	N68°36'09"E	97.46'
L184	N67°09'25"E	162.74'
L185	N66°41'59"E	165.06'
L186	N76°55'34"E	39.69'
L187	N76°55'34"E	164.08'
L189	N68°36'09"E	39.10'
L190	N68°42'57"E	2.78'
L212	N57°07'41"E	6.03'
L266	N11°31'01"W	110.39'
L267	S83°34'51"E	19.12'
L268	N83°34'51"E	9.31'
L273	N42°39'42"E	83.70'
L294	N67°45'57"W	108.57'
L295	S68°36'10"W	136.55'
L296	N26°29'54"W	60.25'
L297	N24°08'02"W	137.40'
L298	S68°42'57"W	118.75'
L299	N68°42'57"E	124.22'

PRELIMINARY PLAT OF
TESORO SUBDIVISION
BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

SECTION 3 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C201	021°24'19"	270.00'	100.87'	S07°54'58"E	100.28'
C240	089°03'33"	25.00'	38.86'	N66°02'39"W	35.06'
C241	053°58'05"	25.00'	23.55'	S05°28'10"W	22.69'
C242	196°59'44"	60.00'	206.29'	S66°02'39"E	118.68'
C243	053°58'05"	25.00'	23.55'	N42°26'31"E	22.69'
C244	012°29'50"	325.00'	70.89'	N63°10'39"E	70.75'
C245	012°29'50"	275.00'	59.98'	S63°10'39"W	59.86'
C246	090°06'52"	25.00'	39.32'	S11°52'18"W	35.39'
C247	089°53'06"	25.00'	39.22'	S78°07'43"E	35.32'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'
C325	002°54'27"	570.00'	28.93'	N70°10'10"E	28.92'

SECTION 3 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L210	S18°37'08"E	61.81'
L211	S18°22'36"E	60.00'
L212	N57°07'41"E	6.03'
L269	N21°30'53"W	17.91'
L270	N68°29'07"E	50.00'
L271	N33°11'10"W	100.00'
L273	N42°39'42"E	83.70'
L306	S26°29'58"E	60.25'
L307	S22°14'01"W	103.50'

		SECTION 4 CURVE TABLE			
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C143	041°48'55"	60.00'	43.79'	S36°21'57"W	42.82'
C144	047°37'52"	60.00'	49.88'	S81°05'20"W	48.46'
C145	031°56'20"	60.00'	33.45'	N59°07'33"W	33.02'
C146	075°36'36"	60.00'	79.18'	N05°21'05"W	73.56'
C147	005°38'35"	1150.00'	113.26'	N14°26'37"W	113.22'
C148	007°58'43"	1150.00'	160.14'	N21°15'16"W	160.01'
C149	007°56'32"	1150.00'	159.41'	N29°12'53"W	159.28'
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C240	089°03'33"	25.00'	38.86'	N66°02'39"W	35.06'
C241	053°58'05"	25.00'	23.55'	S05°28'10"W	22.69'
C242	196°59'44"	60.00'	206.29'	S66°02'39"E	118.68'
C243	053°58'05"	25.00'	23.55'	N42°26'31"E	22.69'
C244	012°29'50"	325.00'	70.89'	N63°10'39"E	70.75'
C245	012°29'50"	275.00'	59.98'	S63°10'39"W	59.86'
C246	090°06'52"	25.00'	39.32'	S11°52'18"W	35.39'
C247	089°53'06"	25.00'	39.22'	S78°07'43"E	35.32'
C251	002°06'21"	3950.08'	145.19'	S63°07'32"E	145.18'
C318	084°47'50"	25.00'	37.00'	N54°01'14"W	33.71'
C320	013°17'05"	1030.00'	238.82'	N26°32'37"W	238.28'

SECTION 4 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L212	N57°07'41"E	6.03'
L269	N21°30'53"W	17.91'
L270	N68°29'07"E	50.00'
L271	N33°11'10"W	100.00'
L273	N42°39'42"E	83.70'
L300	N73°59'55"E	80.19'
L301	S31°36'11"E	125.20'
L302	N11°49'56"W	8.12'

LEGAL DESCRIPTION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS. SAID 140.54 ACRE TRACT BEING A PART OF A CALLED 170.84 ACRES OF LAND DESCRIBED IN A DEED TO TRIBAR, A TEXAS PARTNERSHIP AS RECORDED IN VOLUME 2519, PAGE 648, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 140.54 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 258, BEING THE SOUTHWEST CORNER OF TRACT 11, SAN GABRIEL OAKS AN UNRECORDED SUBDIVISION, WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 170.84 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE NORTH LINE OF COUNTY ROAD 258 AND THE SOUTH LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 4°37'59", AN ARC LENGTH OF 319.44 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°23'21" WEST, 319.36 FEET, TO AN IRON ROD FOUND;
2. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1816.75 FEET, A DELTA OF 1°16'21", AN ARC LENGTH OF 16.67 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°43'12" WEST, 139.17 FEET, TO AN IRON ROD FOUND;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 2°01'07", AN ARC LENGTH OF 280.7 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°43'12" WEST, 139.17 FEET, TO AN IRON ROD FOUND;
4. SOUTH 48°42'57" WEST, A DISTANCE OF 1101.45 FEET, TO AN IRON ROD FOUND, AT A CURVE TO THE LEFT;
5. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 4°37'59", AN ARC LENGTH OF 319.36 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 71°37'14" WEST, 398.15 FEET, TO AN IRON ROD FOUND;
6. SOUTH 74°59'33" WEST, A DISTANCE OF 283.21 FEET, TO AN IRON ROD FOUND, AT THE SOUTHEAST CORNER OF LOT 1, SUNNY SLOPE TRACT, SECTION 28, TOWNSHIP 10S, RANGE 1E, MERIDIAN 2015103355, OFFICIAL PUBLIC RECORDS, WILLAMSON COUNTY, TEXAS AND THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE EAST LINE OF SAID SUNNY SLOPE SUBDIVISION AND THE WEST LINE OF THE TRACT DESCRIBED HEREIN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. NORTH 18°37'08" WEST, A DISTANCE OF 600.38 FEET, TO AN IRON ROD SET;
 2. NORTH 02°09'48" WEST, A DISTANCE OF 102.14 FEET, TO AN IRON ROD SET;
 3. NORTH 16°56'55" EAST, A DISTANCE OF 522.82 FEET, TO AN IRON ROD SET;
 4. NORTH 05°37'18" EAST, A DISTANCE OF 529.38 FEET, TO AN IRON ROD FOUND;
 5. NORTH 04°44'17" EAST, A DISTANCE OF 38.05 FEET, TO AN IRON ROD FOUND;
 6. NORTH 04°46'30" EAST, A DISTANCE OF 610.25 FEET, TO AN IRON ROD FOUND;
 7. NORTH 04°44'44" EAST, A DISTANCE OF 415.44 FEET, TO AN IRON ROD FOUND;
 8. NORTH 05°18'30" WEST, A DISTANCE OF 549.14 FEET, TO AN IRON ROD FOUND.
- COUNTRY RANCH, INC. IS THE OWNER OF RECORD IN THE SOUTH LINE OF LOT 7, RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH, TRACT 1, AS SHOWN ON THE PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AT THE NORTHEAST CORNER OF LOT 21, OF SAID SUNNY SLOPE SUBDIVISION AND THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE SOUTH LINE OF SAID LOT 7A, LOT 7B, OF SAID RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH AND TRACT 14B OF SAID SA
GABRIEL OAK AND THE NORTH LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 69°26'34" EAST, A DISTANCE OF 1198.03 FEET, TO AN IRON ROD SET;
2. NORTH 73°50'55" EAST, A DISTANCE OF 80.19 FEET, TO CONCRETE MONUMENT FOUND IN THE SOUTH LINE OF SAID TRACT 14B BEING THE NORTHWEST CORNER TRACT 13 (NORTH PART) OF SAID SAN GABRIEL OAKS AND THE NORTHEAST CORNER OF SAID 170.84 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE WEST LINE OF TRACT 13 OF SAID SAN GABRIEL OAKS, LOT 2, BLOCK A, DIAZ ACRES, A SUBDIVISION RECORDED IN DOCUMENT XXXXXXXX, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND TRACT 11, OF SAID SAN GABRIEL OAKS AND THE EAST LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 31°36'11" EAST, A DISTANCE OF 125.20 FEET, TO AN IRON ROD FOUND;
2. SOUTH 21°30'53" EAST, A DISTANCE OF 2930.73 FEET, TO THE POINT OF BEGINNING CONTAINING 140.54 ACRES, MORE OR LESS.

HAYNIE
CONSULTING, INC.

JOB NUMBER: 754-16-01	DATE: 2016-04-29	PROJECT: 754-16-01
DATE: 2016-05-20	BY: JAMES L. BARNETT	PROJECT: 754-16-01
SCALE: 1"=200'	BY: JAMES L. BARNETT	PROJECT: 754-16-01
TECHNICIAN: J. WARREN	BY: JAMES L. BARNETT	PROJECT: 754-16-01
CHECKED BY:	BY: JAMES L. BARNETT	PROJECT: 754-16-01

**PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS**

Commissioners Court - Regular Session**17.****Meeting Date:** 02/28/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Tesoro Subdivision - Pct 2

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Tesoro subdivision - Pct 2.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTesoro Sub

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/21/2017 10:07 AM

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PRELIMINARY PLAT OF TESORO SUBDIVISION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

OWNER/DEVELOPER: TRIBAR PARTNERS
ADDRESS: 2001 CR 258, LIBERTY HILL, TX. 78642
ACREAGE: 140.54 ACRES
ENGINEER/SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PH: (512) 837-2446
FAX: (512) 837-9463
EMAIL: TEHAYNIE@HAYNIECONSULTING.COM

LOTS/LAYNOTE NOTE:
LOT 78, SECTION 3 AND LOT 94, SECTION 4 MAY NOT BE FURTHER SUBDIVIDED.

DRIVEWAY NOTE:
1. ALL LOCAL STREETS HAVE A MINIMUM CENTERLINE RADIUS OF 300' (30 MPH), ARTERIAL STREET HAS A MINIMUM CENTERLINE RADIUS OF 1090' (45 MPH).
2. 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.
3. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 258, THE ADJACENT COUNTY ROAD.
4. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO ARTERIAL STREET "A". NO DRIVEWAYS SHALL ACCESS VALLE DEL TESORO PARKWAY.

DRIVEWAYS FOR LOT 1, BLOCK A & LOT 1, BLOCK B, SHALL CONNECT ONLY TO TESORO PERDIDO DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 32-34, BLOCK A & LOTS 6 & 7, BLOCK C, SHALL CONNECT ONLY TO RIO DE DIAMANTES DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 37, BLOCK A & LOT 11, BLOCK C, SHALL CONNECT ONLY TO RIO VALLE WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 13, BLOCK B & LOT 1 BLOCK C, SHALL CONNECT ONLY TO ZAFIRO AZUL DRIVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 1 & 12, BLOCK D, SHALL CONNECT ONLY TO TESORO PERDIDO COVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 13 & 21, BLOCK D, SHALL CONNECT ONLY TO PLATA ESPANOLA COVE AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 22, BLOCK D & LOT 1, BLOCK E, SHALL CONNECT ONLY TO VALLE DEL ORO WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 2 & 3, BLOCK E, SHALL CONNECT TO JOYA DEL SOL WAY AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOT 4, BLOCK E, & LOT 37, BLOCK D, SHALL CONNECT TO RIO DE LUJO COURT AND NOT TO VALLE DEL TESORO PARKWAY.
DRIVEWAYS FOR LOTS 1-10, BLOCK A, SHALL CONNECT ONLY TO TESORO PERDIDO DRIVE AND NOT TO COUNTY ROAD 258.
DRIVEWAYS FOR LOTS 1-6, BLOCK D, SHALL CONNECT ONLY TO TESORO PERDIDO COVE AND NOT TO COUNTY ROAD 258.

FLOODPLAIN NOTE:
1. THIS TRACT IS NOT LOCATED WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DELINEATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48491C0275E, EFFECTIVE 09/26/2008, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

WILLIAMSON COUNTY AND OTHER CITIES HEALTH DISTRICT (WCCHD) NOTES:
1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. NO DEVELOPMENT SHALL BEGIN ON LOTS ENCLOSED BY FEMA ZONE A & AE PRIOR TO ISSURANCE OF A FLOODPLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD ADMINISTRATOR.
3. NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
4. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
7. WATER SERVICE WILL BE PROVIDED BY GEORGETOWN WESTERN DISTRICT.
8. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
9. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
10. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

SUNNY SLOT SUBDIVISION
DOC 2015103355
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

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

TRIBAR, A TEXAS PARTNERSHIP, BEING THE OWNER OF 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417 IN WILLIAMSON COUNTY, TEXAS; SAID 140.54 ACRES BEING THE REMAINING OF A CALLED 170.84 ACRE TRACT OF LAND AS CONVEYED TO TRIBAR, A TEXAS PARTNERSHIP BY DEED OF RECORD IN VOLUME 2519, PAGE 648 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 140.54 ACRE TRACT TO BE KNOWN AS TRIBAR SUBDIVISION AND JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

WITNESS MY HAND THIS ____ DAY OF _____, 20____A.D.

BRIAN BARNES - AUTHORIZED SIGNER
8103-B BAYWOOD DRIVE,
AUSTIN, TX 78759

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO BE ME TO BE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

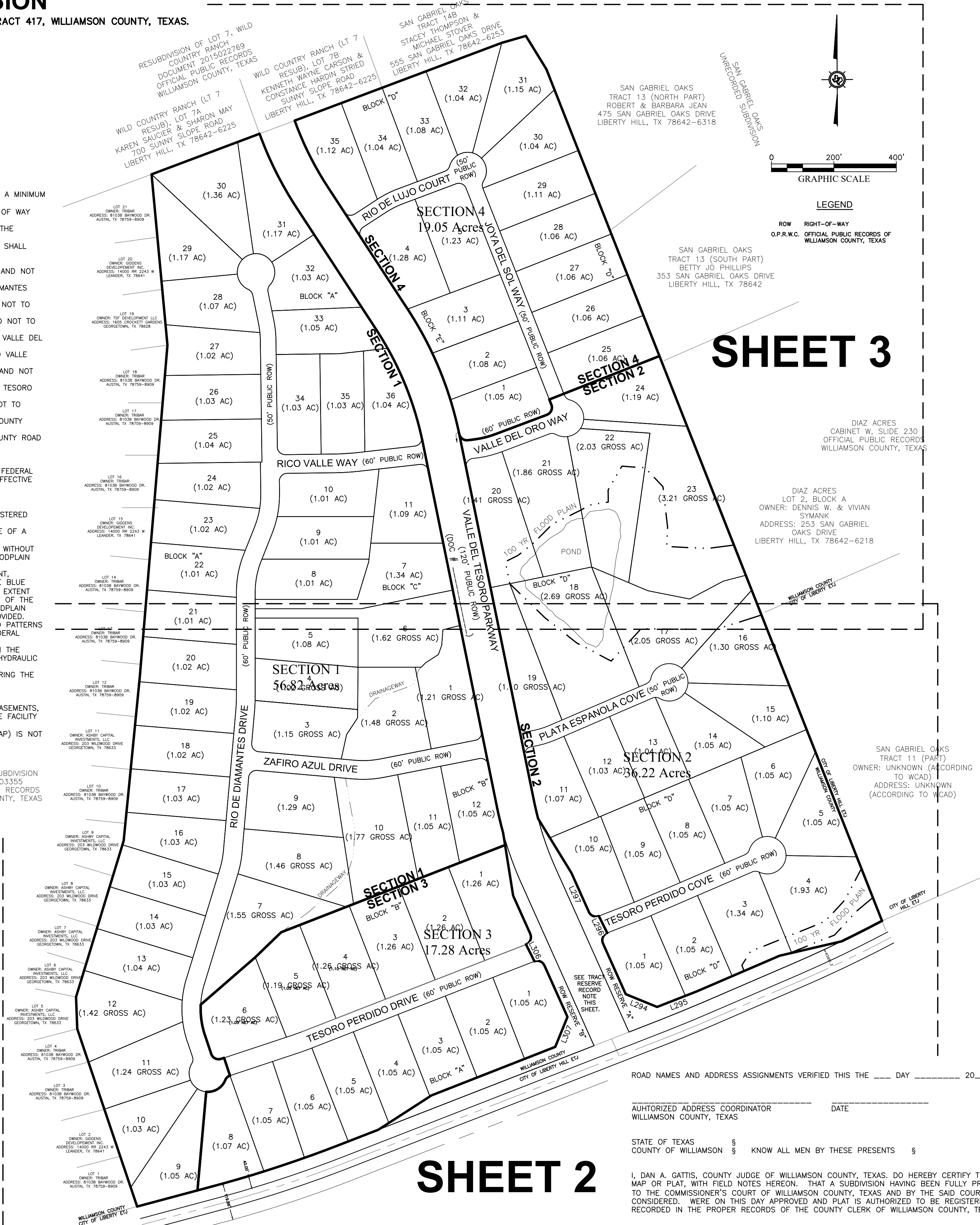
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 201____A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS PRINTED NAME _____
MY COMMISSION EXPIRES _____, 20____A.D.

RIGHT-OF-WAY (ROW) RESERVE TRACTS:

TRACTS LABELED AS "ROW RESERVE" ARE TO BE PURCHASED BY WILLIAMSON COUNTY, TEXAS.

RESERVE "A" - DOCUMENT # _____, O.P.R.W.C.
RESERVE "B" - DOCUMENT # _____, O.P.R.W.C.



SHEET 2

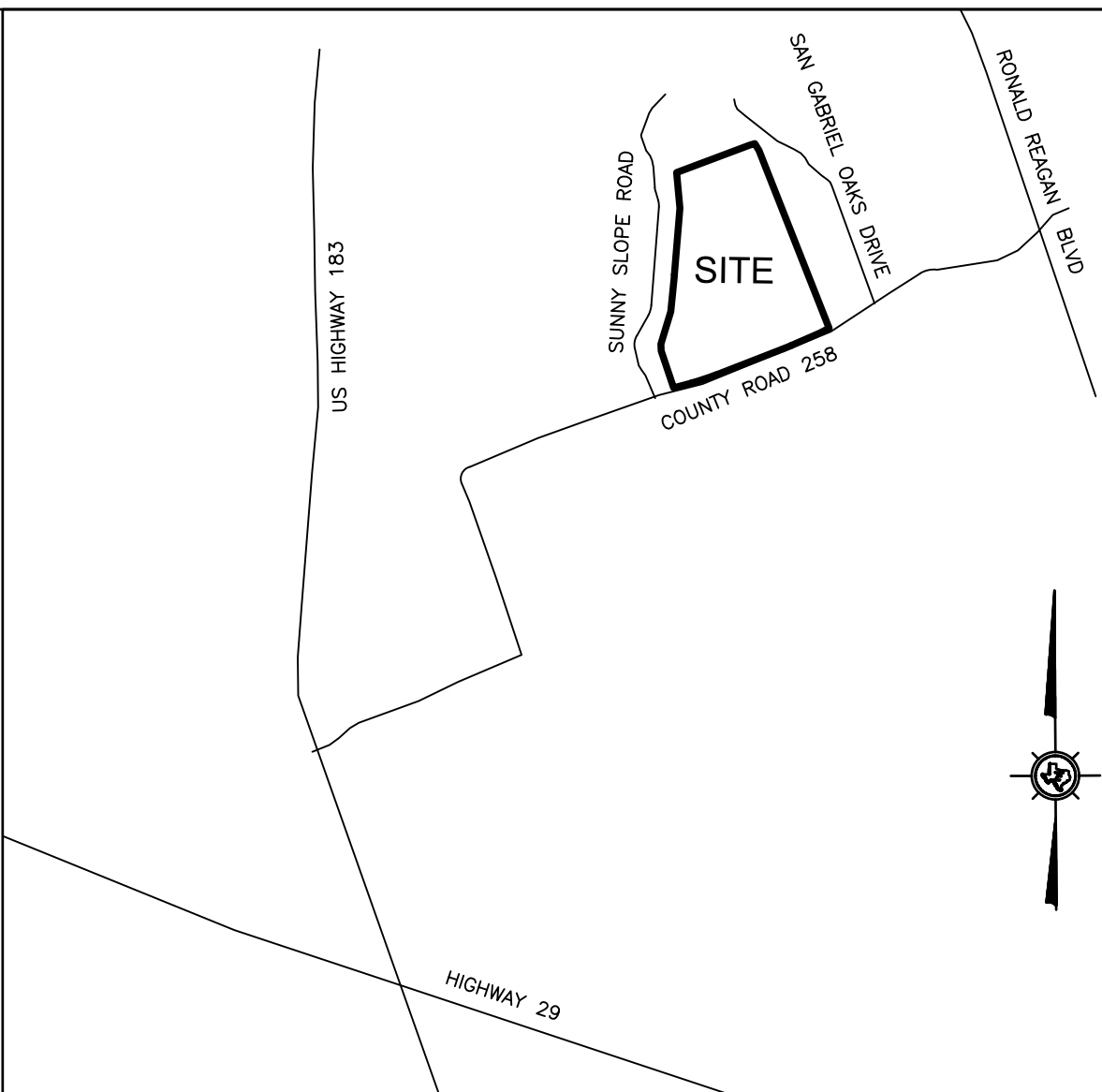
ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY _____, 20____A.D.

AUTHORIZED ADDRESS COORDINATOR _____ DATE _____
WILLIAMSON COUNTY, TEXAS

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 COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT ONLY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS



LOCATION MAP: NOT TO SCALE

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISION, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

TIMOTHY HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE "A" OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM COMMUNITY PANEL NO. 48491C0275E) EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIMOTHY HAYNIE, LICENSED PROFESSIONAL ENGINEER
NO. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

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

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

JOE M. ENGLAND, P.E.
WILLIAMSON COUNTY, TEXAS

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

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

DEBORAH L. MALOW, RS. 050029596
DIRECTOR OF ENVIRONMENTAL SERVICES

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

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____A.D. AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS IN DOCUMENT _____, WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20____A.D.

NANCY RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TEHAYNIE@HAYNIECONSULTING.COM

USE NUMBER 764-16-01
DATE 2016-05-20
SCALE 1"=500'
TECHNICIAN J. WARREN
CHECKED BY:

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

SHEET NO.
1 OF 5

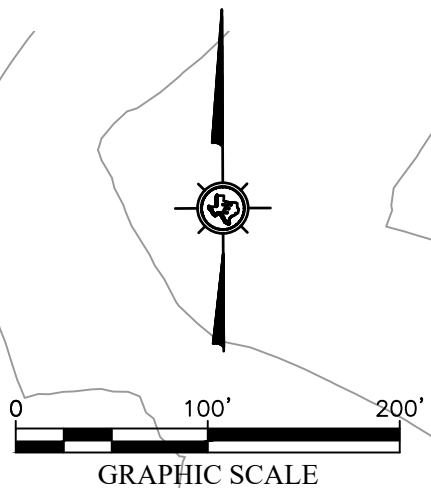
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PRELIMINARY PLAT OF
TESORO SUBDIVISION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

MATCHLINE SHEET 3
MATCHLINE SHEET 2

MATCHLINE SHEET 3
MATCHLINE SHEET 2



LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- CONC MONUMENT FOUND
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

SAN GABRIEL OAKS
TRACT 1A (PART)
OWNER: UNKNOWN (ACCORDING
TO WCAD)
ADDRESS: UNKNOWN
(ACCORDING TO WCAD)

EXTENT OF
PROPOSED
100YR EVENT
REC-RAS 5.0.3

POINT OF BEGINNING
N=10220051.20
E=3075867.51

NOTES:

1. LINE & CURVE TABLE ON SHEETS 4 & 5 OF 5
2. CONTOUR INFORMATION WAS PROVIDED BY WILLIAMSON COUNTY AND ARE 2 FOOT CONTOUR INTERVALS.
3. TRACTS LABELED AS "ROW RESERVE" ARE TO BE PURCHASED BY WILLIAMSON COUNTY, TEXAS.

**PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS**

HAYNE CONSULTING, INC.
Professional Land Surveyors
1010 Presidential Lane
Round Rock, Texas 78664
Phone: 512.257.1463
Fax: 512.257.1463
E-MAIL: FROM F0000471.TIPS FROM F 10005400

JOB NUMBER: 764-16-01
DATE: 2016-05-20
SCALE: 1"=200'
TECHNICIAN: J. WARREN
CHECKED BY:

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PRELIMINARY PLAT OF
TESORO SUBDIVISION
BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH
DOCUMENT 2015022769
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

WILD COUNTRY RANCH (LT 7 RESUB), LOT 7B
KENNETH WAYNE CARSON &
CONSTANCE HARDIN STRIED
SUNNY SLOPE ROAD
LIBERTY HILL, TX 78642-6225

WILD COUNTRY RANCH (LT 7 RESUB), LOT 7A
KAREN SAUCIER & SHARON MAY
700 SUNNY SLOPE ROAD
LIBERTY HILL, TX 78642-6225

LOT 21
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 20
OWNER: GIDDENS DEVELOPMENT, INC.
ADDRESS: 14000 RR 2243 W
LEANDER, TX 78641

LOT 19
OWNER: TSP-DEVELOPMENT, LLC
ADDRESS: 1865 BROCKETT GARDENS
GEORGETOWN, TX 78628

LOT 18
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 17
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 16
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 15
OWNER: GIDDENS DEVELOPMENT, INC.
ADDRESS: 14000 RR 2243 W
LEANDER, TX 78641

LOT 14
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

LOT 13
OWNER: TRIBAR
ADDRESS: 8103B BAYWOOD DR.
AUSTIN, TX 78759-8909

SAN GABRIEL OAKS
TRACT 14B
STACEY THOMPSON &
MICHAEL STOVER
555 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642-6253

SAN GABRIEL OAKS
TRACT 13 (NORTH PART)
ROBERT & BARGARA JEAN
475 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642-6318

SAN GABRIEL OAKS
TRACT 13 (SOUTH PART)
BETTY LO PHILLIPS
353 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TX 78642

NOTE:
1. LINE & CURVE TABLE ON SHEETS 4 & 5 OF 5
2. CONTOUR INFORMATION WAS PROVIDED BY WILLIAMSON COUNTY AND ARE 2 FOOT CONTOUR INTERVALS.

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- △ CALCULATED POINT
- CONG. MONUMENT FOUND
- B.L. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

GRAPHIC SCALE

0 100' 200'



MATCHLINE SHEET 3
MATCHLINE SHEET 2

MATCHLINE SHEET 3
MATCHLINE SHEET 2

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

SHEET NO.
3 OF 5

HAYNE
CONSULTING, INC.



Surveyor
1010 Providence Lane
Liberty Hill, TX 78642-6318
Phone: 512.267.1943
Fax: 512.267.1943
E-MAIL: hayne@hayneconsulting.com

JOB NUMBER: 764-16-01
DATE: 2016-05-20
SCALE: 1"=200'
TECHNICIAN: J. WARREN
CHECKED BY:

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PRELIMINARY PLAT OF
TESORO SUBDIVISION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C37	073°07'34"	60.00'	76.58'	S58°30'24"W	71.48'
C38	028°57'18"	60.00'	30.32'	S70°27'10"E	30.00'
C43	012°14'29"	330.00'	70.51'	S10°49'40"W	70.37'
C44	011°54'03"	270.00'	56.08'	S10°59'53"W	55.98'
C45	012°35'46"	270.00'	59.36'	S15°20'36"W	59.24'
C46	009°47'25"	270.00'	46.14'	S04°09'01"W	46.08'
C47	004°55'58"	275.00'	23.68'	S03°12'41"E	23.67'
C48	005°51'02"	275.00'	28.08'	S08°36'10"E	28.07'
C49	060°11'16"	60.00'	63.03'	S35°24'08"E	60.17'
C50	048°29'02"	60.00'	50.77'	S18°56'00"W	49.27'
C51	038°46'22"	60.00'	40.60'	S62°33'42"W	39.83'
C52	064°51'57"	60.00'	67.93'	N65°37'08"W	64.36'
C53	075°37'34"	60.00'	79.20'	N04°37'37"E	73.57'
C54	003°45'39"	1030.00'	67.61'	S31°18'20"E	67.60'
C55	016°55'12"	1038.91'	306.80'	S20°53'28"E	305.69'
C56	012°47'49"	330.00'	73.70'	N05°39'13"E	73.55'
C57	009°35'22"	330.00'	55.23'	N16°50'48"E	55.17'
C58	001°28'51"	630.00'	16.28'	N00°44'25"E	16.28'
C59	003°34'02"	630.00'	39.22'	N03°15'51"E	39.22'
C61	014°09'44"	270.00'	66.74'	N09°52'03"E	66.57'

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C153	002°00'26"	3950.55'	138.40'	N73°30'19"E	138.39'
C156	033°54'56"	60.00'	35.52'	S39°01'03"E	35.00'
C160	053°07'15"	60.00'	55.63'	S04°30'02"W	53.66'
C163	011°22'23"	330.00'	65.50'	S12°55'56"E	65.40'
C167	011°57'11"	330.00'	68.84'	S01°16'10"E	68.72'
C188	013°12'51"	1150.02'	265.23'	S26°34'44"E	264.64'
C190	021°07'51"	1030.00'	379.86'	S22°37'14"E	377.72'
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C198	035°34'03"	270.00'	167.61'	S00°50'06"E	164.93'
C199	089°45'28"	25.00'	39.16'	S63°29'52"E	35.28'
C200	049°40'47"	25.00'	21.68'	S46°47'00"W	21.00'
C204	189°07'03"	60.00'	198.04'	N63°29'52"W	119.62'
C205	049°40'47"	25.00'	21.68'	N06°13'16"E	21.00'
C206	035°34'03"	330.00'	204.85'	N00°50'06"W	201.58'
C207	011°54'03"	330.00'	68.54'	S10°59'53"W	68.42'
C208	090°00'00"	25.00'	39.27'	S50°02'52"W	35.36'
C209	090°00'00"	25.00'	39.27'	S39°57'08"E	35.36'
C210	016°09'37"	270.00'	76.15'	N86°58'04"E	75.90'
C211	016°09'37"	330.00'	93.08'	S86°58'04"W	92.77'
C212	090°12'03"	25.00'	39.36'	N33°47'13"E	35.42'

SECTION 1 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C213	089°35'47"	25.00'	39.09'	N56°18'51"W	35.23'
C214	005°02'52"	570.00'	50.22'	N02°31'26"E	50.20'
C215	005°02'52"	630.00'	55.50'	S02°31'26"W	55.49'
C216	021°38'29"	330.00'	124.65'	N10°49'15"E	123.91'
C217	021°41'05"	269.47'	101.99'	S10°49'15"W	101.38'
C218	022°23'11"	270.00'	105.49'	N10°26'54"E	104.82'
C219	022°23'11"	330.00'	128.94'	S10°26'54"W	128.12'
C220	090°00'00"	25.00'	39.27'	S44°15'18"W	35.36'
C221	090°00'00"	25.00'	39.27'	S45°44'42"E	35.36'
C222	005°40'27"	635.00'	62.89'	S86°25'05"W	62.86'
C223	005°40'27"	575.00'	56.94'	N86°25'05"E	56.92'
C224	090°20'39"	25.00'	39.42'	N38°43'11"E	35.46'
C225	084°51'03"	25.00'	37.02'	N53°59'37"W	33.73'
C226	010°46'59"	275.00'	51.76'	N06°08'11"W	51.68'
C227	010°54'56"	321.06'	61.17'	S06°08'11"E	61.07'
C228	053°58'05"	25.00'	23.55'	N38°30'44"W	22.69'
C229	053°58'05"	25.00'	23.55'	S15°27'22"W	22.69'
C230	287°56'10"	60.00'	301.53'	N78°28'19"E	70.59'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'

SECTION 1 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L19	S06°22'07"W	60.37'
L20	S16°53'26"W	125.41'
L21	S75°47'28"W	56.51'
L22	S04°14'58"W	49.47'
L23	S19°55'15"W	31.78'
L24	S57°04'01"W	48.90'
L25	S44°36'32"W	19.77'
L26	N90°00'00"W	19.33'
L27	S00°36'29"W	135.41'
L28	S00°36'29"W	27.07'
L29	S33°27'02"W	63.87'
L30	S12°12'14"W	79.96'
L39	S78°53'15"W	14.65'
L40	N78°53'15"E	15.35'
L41	N75°24'54"E	74.57'
L42	N62°03'54"E	121.86'
L43	S78°50'13"E	136.20'
L44	S67°06'38"E	66.90'
L45	S67°06'38"E	128.74'
L46	S78°29'02"W	158.35'

SECTION 1 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L47	S78°29'02"W	172.11'
L93	S53°35'11"W	107.90'
L94	N48°55'26"E	115.78'
L95	N43°10'56"E	53.59'
L96	N16°43'03"E	69.35'
L97	N03°41'11"E	79.63'
L98	N10°00'55"W	107.13'
L100	N70°06'16"E	129.69'
L101	N19°13'07"E	50.99'
L102	N44°36'32"E	31.90'
L168	S31°33'25"E	71.57'
L183	N68°36'09"E	97.46'
L184	N67°09'25"E	162.74'
L185	N66°41'59"E	165.06'
L186	N76°55'34"E	39.69'
L187	N76°55'34"E	164.08'
L189	N68°36'09"E	39.10'
L190	N68°42'57"E	2.78'
L212	N57°07'41"E	6.03'
L244	N18°37'08"W	51.77'

SECTION 2 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C76	090°24'13"	25.00'	39.45'	S33°41'09"W	35.48'
C77	012°11'16"	325.00'	69.13'	S72°47'38"W	69.00'
C78	053°58'05"	25.00'	23.55'	N86°18'58"W	22.69'
C79	287°56'10"	60.00'	301.53'	S23°18'00"E	70.59'
C80	053°58'05"	25.00'	23.55'	N39°42'57"E	22.69'
C81	012°11'16"	275.00'	58.50'	N72°47'38"E	58.39'
C82	089°35'47"	25.00'	39.09'	S56°18'51"E	35.23'
C94	020°46'22"	25.00'	9.06'	N77°05'11"E	9.01'
C95	033°11'43"	25.00'	14.48'	S75°55'46"E	14.28'
C96	086°41'07"	60.00'	90.78'	N77°19'32"E	82.36'
C97	032°17'44"	60.00'	33.82'	N17°50'06"E	33.37'
C98	049°52'24"	60.00'	52.23'	N23°14'57"W	50.59'
C99	119°04'56"	60.00'	124.70'	S72°16'23"W	103.44'
C108	036°55'51"	60.00'	38.67'	S79°21'34"E	38.01'
C109	048°18'32"	60.00'	50.59'	N58°01'14"E	49.10'
C110	030°00'00"	60.00'	31.42'	N18°51'58"E	31.06'
C111	079°16'49"	60.00'	83.02'	N35°46'27"W	76.56'
C180	057°54'43"	60.00'	60.65'	S45°58'34"W	58.10'
C181	040°02'14"	60.00'	41.93'	N85°02'58"W	41.08'
C182	066°01'06"	60.00'	69.13'	N32°01'18"W	65.37'

SECTION 2 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C183	115°23'32"	60.00'	120.84'	N58°41'01"E	101.43'
C232	095°05'49"	25.00'	41.49'	S36°01'57"W	36.89'
C234	014°09'17"	275.00'	67.94'	N76°30'13"E	67.77'
C235	014°09'17"	335.00'	82.76'	S76°30'13"W	82.55'
C236	194°31'13"	60.00'	203.70'	S21°50'45"W	119.04'
C237	053°53'59"	25.00'	23.52'	S48°27'52"E	22.66'
C238	090°56'27"	25.00'	39.68'	N23°57'21"E	35.64'
C239	049°40'47"	25.00'	21.68'	N85°44'02"W	21.00'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'
C298	092°50'55"	25.00'	40.51'	N22°17'27"E	36.22'
C300	087°09'02"	25.00'	38.03'	N67°42'33"W	34.47'
C303	003°15'15"	1027.24'	58.34'	N13°08'20"W	58.33'
C313	002°00'57"	330.00'	11.61'	S67°42'28"W	11.61'
C314	049°40'47"	25.00'	21.68'	N88°27'37"W	21.00'
C315	279°21'34"	60.00'	292.54'	S23°18'00"E	77.65'
C316	049°40'47"	25.00'	21.68'	N41°51'36"E	21.00'
C317	002°00'57"	270.00'	9.50'	N67°42'28"E	9.50'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L39	S78°53'15"W	14.65'
L40	N78°53'15"E	15.35'
L41	N75°24'54"E	74.57'
L42	N62°03'54"E	121.86'
L43	S78°50'13"E	136.20'
L44	S67°06'38"E	66.90'
L45	S67°06'38"E	128.74'
L46	S78°29'02"W	158.35'
L47	S78°29'02"W	172.11'
L103	N21°19'44"W	33.39'
L104	N32°38'38"E	73.16'
L105	N67°59'57"E	259.34'
L106	N42°41'12"E	85.41'
L107	N27°39'52"E	130.93'
L117	S50°02'51"W	56.49'
L118	S42°49'03"W	110.93'
L143	S75°24'54"W	74.91'
L144	S62°03'54"W	139.72'
L145	N81°04'50"W	197.52'
L146	S13°54'44"W	113.56'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L147	S13°54'44"W	18.23'
L148	S51°57'46"W	105.66'
L149	N64°19'13"W	88.20'
L150	N44°24'33"W	99.48'
L151	N53°03'40"W	71.92'
L152	N45°09'26"W	121.48'
L153	N32°28'36"W	51.36'
L154	N08°28'30"E	96.71'
L155	N41°15'40"E	125.69'
L156	N53°52'04"E	70.69'
L157	N47°24'05"E	67.02'
L158	N66°57'34"E	61.96'
L159	N77°15'05"E	105.15'
L160	S69°45'04"E	57.97'
L161	S39°00'00"E	64.26'
L162	S12°14'37"E	77.34'
L163	S09°41'36"W	101.34'
L164	S67°06'38"E	54.12'
L165	S78°50'13"E	101.87'
L166	N62°03'54"E	104.01'

SECTION 2 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L167	N75°24'54"E	74.23'
L168	S31°33'25"E	71.57'
L183	N68°36'09"E	97.46'
L184	N67°09'25"E	162.74'
L185	N66°41'59"E	165.06'
L186	N76°55'34"E	39.69'
L187	N76°55'34"E	164.08'
L189	N68°36'09"E	39.10'
L190	N68°42'57"E	2.78'
L212	N57°07'41"E	6.03'
L266	N11°31'01"W	110.39'
L267	N83°34'51"E	19.12'
L268	S83°34'51"W	9.31'
L273	N42°39'42"E	83.70'
L294	N67°45'57"W	108.57'
L295	S68°36'10"W	136.55'
L296	N26°29'54"W	60.25'
L297	N24°08'02"W	137.40'
L298	S68°42'57"W	118.75'
L299	N68°42'57"E	124.22'

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

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PRELIMINARY PLAT OF
TESORO SUBDIVISION
BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

SECTION 3 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C201	021°24'19"	270.00'	100.87'	S07°54'58"E	100.28'
C240	089°03'33"	25.00'	38.86'	N66°02'39"W	35.06'
C241	053°58'05"	25.00'	23.55'	S05°28'10"W	22.69'
C242	196°59'44"	60.00'	206.29'	S66°02'39"E	118.68'
C243	053°58'05"	25.00'	23.55'	N42°26'31"E	22.69'
C244	012°29'50"	325.00'	70.89'	N63°10'39"E	70.75'
C245	012°29'50"	275.00'	59.98'	S63°10'39"W	59.86'
C246	090°06'52"	25.00'	39.32'	S11°52'18"W	35.39'
C247	089°53'06"	25.00'	39.22'	S78°07'43"E	35.32'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'
C325	002°54'27"	570.00'	28.93'	N70°10'10"E	28.92'

SECTION 3 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L210	S18°37'08"E	61.81'
L211	S18°22'36"E	60.00'
L212	N57°07'41"E	6.03'
L269	N21°30'53"W	17.91'
L270	N68°29'07"E	50.00'
L271	N33°11'10"W	100.00'
L273	N42°39'42"E	83.70'
L306	S26°29'58"E	60.25'
L307	S22°14'01"W	103.50'

SECTION 4 CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C143	041°48'55"	60.00'	43.79'	S36°21'57"W	42.82'
C144	047°37'52"	60.00'	49.88'	S81°05'20"W	48.46'
C145	031°56'20"	60.00'	33.45'	N59°07'33"W	33.02'
C146	075°36'36"	60.00'	79.18'	N05°21'05"W	73.56'
C147	005°38'35"	1150.00'	113.26'	N14°26'37"W	113.22'
C148	007°58'43"	1150.00'	160.14'	N21°15'16"W	160.01'
C149	007°56'32"	1150.00'	159.41'	N29°12'53"W	159.28'
C191	021°09'34"	1150.00'	424.70'	N22°36'22"W	422.29'
C240	089°03'33"	25.00'	38.86'	N66°02'39"W	35.06'
C241	053°58'05"	25.00'	23.55'	S05°28'10"W	22.69'
C242	196°59'44"	60.00'	206.29'	S66°02'39"E	118.68'
C243	053°58'05"	25.00'	23.55'	N42°26'31"E	22.69'
C244	012°29'50"	325.00'	70.89'	N63°10'39"E	70.75'
C245	012°29'50"	275.00'	59.98'	S63°10'39"W	59.86'
C246	090°06'52"	25.00'	39.32'	S11°52'18"W	35.39'
C247	089°53'06"	25.00'	39.22'	S78°07'43"E	35.32'
C251	002°06'21"	3950.08'	145.19'	N63°07'32"E	145.18'
C318	084°47'50"	25.00'	37.00'	N54°01'14"W	33.71'
C320	013°17'05"	1030.00'	238.82'	N26°32'37"W	238.28'

SECTION 4 LINE TABLE		
NUMBER	DIRECTION	LENGTH
L212	N57°07'41"E	6.03'
L269	N21°30'53"W	17.91'
L270	N68°29'07"E	50.00'
L271	N33°11'10"W	100.00'
L273	N42°39'42"E	83.70'
L300	N73°59'55"E	80.19'
L301	S31°36'11"E	125.20'
L302	N11°49'56"W	8.12'

LEGAL DESCRIPTION

BEING 140.54 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS. SAID 140.54 ACRE TRACT BEING A PART OF A CALLED 170.84 ACRES OF LAND DESCRIBED IN A DEED TO TRIBAR, A TEXAS PARTNERSHIP AS RECORDED IN VOLUME 2519, PAGE 648, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 140.54 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 258, BEING THE SOUTHWEST CORNER OF TRACT 11, SAN GABRIEL OAKS AN UNRECORDED SUBDIVISION, WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 170.84 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE NORTH LINE OF COUNTY ROAD 258 AND THE SOUTH LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:
1. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 4°37'59", AN ARC LENGTH OF 319.44 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°23'21" WEST, 319.36 FEET, TO AN IRON ROD FOUND;
2. SOUTH 66°42'00" WEST, A DISTANCE OF 316.71 FEET, TO AN IRON ROD FOUND, AT A CURVE TO THE LEFT;
3. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 2°01'07", AN ARC LENGTH OF 2807 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°43'12" WEST, 139.17 FEET, TO AN IRON ROD FOUND;
4. SOUTH 68°42'57" WEST, A DISTANCE OF 1101.45 FEET, TO AN IRON ROD FOUND, AT A CURVE TO THE LEFT;
5. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3950.55 FEET, A DELTA OF 5°46'37", AN ARC LENGTH OF 398.32 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 71°37'14" WEST, 398.15 FEET, TO AN IRON ROD FOUND;
6. SOUTH 74°59'33" WEST, A DISTANCE OF 283.21 FEET, TO AN IRON ROD FOUND, AT THE SOUTHEAST CORNER OF LOT 1, SUNNY SLOPE SUBDIVISION, DOCUMENT 2015103355, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE EAST LINE OF SAID SUNNY SLOPE SUBDIVISION AND THE WEST LINE OF THE TRACT DESCRIBED HEREIN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:
1. NORTH 18°37'08" WEST, A DISTANCE OF 600.38 FEET, TO AN IRON ROD SET;
2. NORTH 02°08'48" WEST, A DISTANCE OF 102.14 FEET, TO AN IRON ROD SET;
3. NORTH 16°56'58" EAST, A DISTANCE OF 522.82 FEET, TO AN IRON ROD SET;
4. NORTH 05°37'18" EAST, A DISTANCE OF 529.38 FEET, TO AN IRON ROD FOUND;
5. NORTH 04°44'17" EAST, A DISTANCE OF 38.05 FEET, TO AN IRON ROD FOUND;
6. NORTH 04°46'30" EAST, A DISTANCE OF 610.25 FEET, TO AN IRON ROD FOUND;
7. NORTH 04°44'44" EAST, A DISTANCE OF 415.44 FEET, TO AN IRON ROD FOUND;
8. NORTH 05°18'30" WEST, A DISTANCE OF 549.14 FEET, TO AN IRON ROD FOUND IN THE SOUTH LINE OF LOT 7A, RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH, A SUBDIVISION RECORDED IN DOCUMENT 2015022769, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AT THE NORTHEAST CORNER OF LOT 21, OF SAID SUNNY SLOPE SUBDIVISION AND THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE SOUTH LINE OF SAID LOT 7A, LOT 7B, OF SAID RESUBDIVISION OF LOT 7, WILD COUNTRY RANCH AND TRACT 14B OF SAID SAN GABRIEL OAK AND THE NORTH LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:
1. NORTH 69°26'34" EAST, A DISTANCE OF 1198.03 FEET, TO AN IRON ROD SET;
2. NORTH 73°50'55" EAST, A DISTANCE OF 80.19 FEET, TO CONCRETE MONUMENT FOUND IN THE SOUTH LINE OF SAID TRACT 14B BEING THE NORTHWEST CORNER TRACT 13 (NORTH PART) OF SAID SAN GABRIEL OAKS AND THE NORTHEAST CORNER OF SAID 170.84 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE ALONG THE WEST LINE OF TRACT 13 OF SAID SAN GABRIEL OAKS, LOT 2, BLOCK A, DIAZ ACRES, A SUBDIVISION RECORDED IN DOCUMENT XXXXXXX, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND TRACT 11, OF SAID SAN GABRIEL OAKS AND THE EAST LINE OF SAID 170.84 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:
1. SOUTH 31°36'11" EAST, A DISTANCE OF 125.20 FEET, TO AN IRON ROD FOUND;
2. SOUTH 21°30'53" EAST, A DISTANCE OF 2930.73 FEET, TO THE POINT OF BEGINNING CONTAINING 140.54 ACRES, MORE OR LESS.



DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN
DATE: 10/20/2016	SCALE: 1"=200'	CHECKED BY: J. WARREN

PRELIMINARY PLAT
TESORO SUBDIVISION
WILLIAMSON COUNTY, TEXAS

SHEET NO.

5 OF 5

Commissioners Court - Regular Session**18.****Meeting Date:** 02/28/2017

Arterial H Contract Amendment No 1 Randall Jones

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Engineering Services by and between Williamson County, Texas and Randall Jones & Associates Engineering, Inc. in order to correct a defect in the rate schedule of said contract.

Background

No rates have been changed through this amendment. The corrected Exhibit D only fixes an error in its presentation.

Fiscal Impact

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

Attachments

ArterialH-Amendment1-RandallJones

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:09 AM

Started On: 02/22/2017 07:07 PM

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

RECITALS

WHEREAS, it has become necessary to amend the Contract in order to set forth the corrected rate schedule.

- I. The original Exhibit D – Rate Schedule of the Contract is hereby supplanted and replaced by the attached revised Exhibit D – Rate Schedule.
- II. All other provisions of the Contract and any previously issued amendments and/or work authorizations are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1.

Randall Jones & Associates Engineering, Inc.

By: R.B. [Signature] 2/22/17
Signature

R. Brent Jones
Printed Name

PRESIDENT
Title

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

_____, 20____
Date

EXHIBIT D

RATESCHEDULE

Effective August 1, 2014 the following new rate schedule will become effective for work performed on an hourly-charge basis.

OFFICE PERSONNEL SERVICES

Principal	\$ 160.00 per hour
Project Engineer	\$ 140.00 per hour
Staff Engineer	\$ 120.00 per hour
Registered Surveyor	\$ 120.00 per hour
GPS Data Processor	\$ 120.00 per hour
Senior Technician	\$ 85.00 per hour
Technician	\$ 65.00 per hour
Draftsman	\$ 45.00 per hour
Clerical	\$ 45.00 per hour

FIELD PARTY SERVICES

GPS Field Unit & Operator	\$ 135.00 per hour
---------------------------	--------------------

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.

Commissioners Court - Regular Session**19.****Meeting Date:** 02/28/2017

1603-062 CR 258 Change Order No. 3

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

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 3 in the amount of \$38,765.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

Background

This Change Order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at another proposed driveway location.

Fiscal Impact

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

Attachments1603-062 CR 258 CO No. 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:19 AM



Received Received

FEB 22 2017

FEB 10 2017

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

HNTB Corporation
Round Rock

HNTB Corporation
Round Rock

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 74+00 to Sta. 150+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2C, 4B (3 Max. - In order of importance - Primary first)

Project: 1603-062
Roadway: CR 258
CSJ
Number: _____

5. Describe the work being revised:

2. Differing Site Conditions (Unforeseeable), 2C. New development (conditions changing after PS&E completed). 4B. Third Party Accommodation. Third part requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

6. Work to be performed in accordance with Items: See Attached.
7. New or revised plan sheet(s) are attached and numbered: 19, 20, 99, 100, 115, 117, 118, 131, 136A, 248A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$38,765.00

THE CONTRACTOR Date 2-10-17

By Cory Westfall

Typed/Printed Name Cory Westfall

Typed/Printed Title PM

RECOMMENDED FOR EXECUTION:

James D. K. PE 2/16/17
Project Manager Date

N/A
Design Engineer Date

M. J. [Signature] 2/21/2017
Program Manager Date

Design Engineer's Seal:

see plan sheets

County Commissioner Precinct 1 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date

☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date

☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 1603-062

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
432-6045	RIP RAP (MOW STRIP) (4IN)	CY	\$550.00	61.00	\$33,550.00	12.00	73.00	\$40,150.00	\$6,600.00
460-6009	CMP AR (GAL STL DES 2)	LF	\$60.00	370.00	\$22,200.00	51.00	421.00	\$25,260.00	\$3,060.00
460-6012	CMP AR (GAL STL DES 5)	LF	\$100.00	197.00	\$19,700.00	194.00	391.00	\$39,100.00	\$19,400.00
467-6560	SET (TYII) (DES 5) (CMP) (6:1) (P)	EA	\$2,000.00	16.00	\$32,000.00	4.00	20.00	\$40,000.00	\$8,000.00
530-6005	DRIVEWAYS (ACP)	SY	\$40.00	3,287.00	\$131,480.00	80.00	3,367.00	\$134,680.00	\$3,200.00
540-6006	MTL MEAM GD FEN TRANS (THRIE-BEAM)	EA	\$1,100.00	4.00	\$4,400.00	1.00	5.00	\$5,500.00	\$1,100.00
540-6014	SHORT RADIUS	LF	\$27.00	25.00	\$675.00	25.00	50.00	\$1,350.00	\$675.00
540-6015	DRWY TERM ANCHOR SECTION	EA	\$1,265.00	0.00	\$0.00	2.00	2.00	\$2,530.00	\$2,530.00
540-6016	DOWNSTREAM ANCHOR TERMINAL (DAT) SEC	EA	\$1,000.00	4.00	\$4,000.00	(2.00)	2.00	\$2,000.00	(\$2,000.00)
540-6018	MTL BM GD FEN TRANS (NON SYM)	EA	\$600.00	4.00	\$2,400.00	1.00	5.00	\$3,000.00	\$600.00
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EA	\$2,200.00	4.00	\$8,800.00	(2.00)	2.00	\$4,400.00	(\$4,400.00)
TOTALS					\$259,205.00			\$297,970.00	\$38,765.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 258

Williamson County Project No. 1603-062

Change Order No. 3

Reason for Change

This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

Driveway 1A, at approximate Station 73+00, was relocated to Station 75+14 at the request of the property owner. The driveway culvert pipe was extended to the west approximately 51 feet from Driveway 2, to accommodate the new location for Driveway 1A.

Per the plans, proposed Driveway 4 (Sta. 77+25) is a new asphalt driveway and Driveway 5 (Sta. 77+75) is an existing concrete driveway to be removed. Due to existing conditions and landowner access needs, Driveway 5 was removed and Driveway 4 was moved to the same station and built as concrete.

The culverts at Driveway 22 were extended approximately 75 feet to the east to prevent the disturbance of a heritage oak tree located along the right of way. Extending the pipes eliminated the need for excavation of the 3:1 slope near the roots of the tree. The extensions of the culverts will be documented in the final set of as-built plans.

An adjacent property owner (Mr. Mosner) requested construction of a new driveway to his property that was not shown in the bid plans. The landowner received a permit from the County, just prior to the beginning of construction, approving Driveway 25A located at Station 147+60. The construction of the driveway includes, culvert pipes, safety end treatments and metal beam guard rail along the driveway radii. This is the property owner's only access to his property.

Proposed MBGF was shortened at Driveway 26, to keep the proposed guardrail (MBGF) within the ROW limits like Driveway 25A.

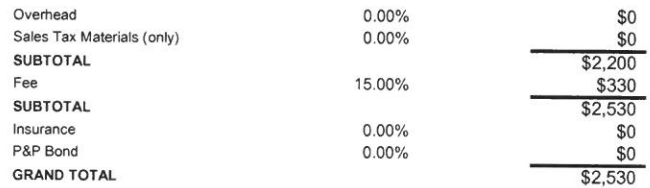
Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
540-6015	DRIVEWAY TERMINAL ANCHOR SECTION	2	EA

This Change Order results in a net increase of \$38,765.00 to the Contract amount, for an adjusted Contract total of \$5,891,129.58. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$82,273.00 has been added to the Contract, resulting in an 1.4% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

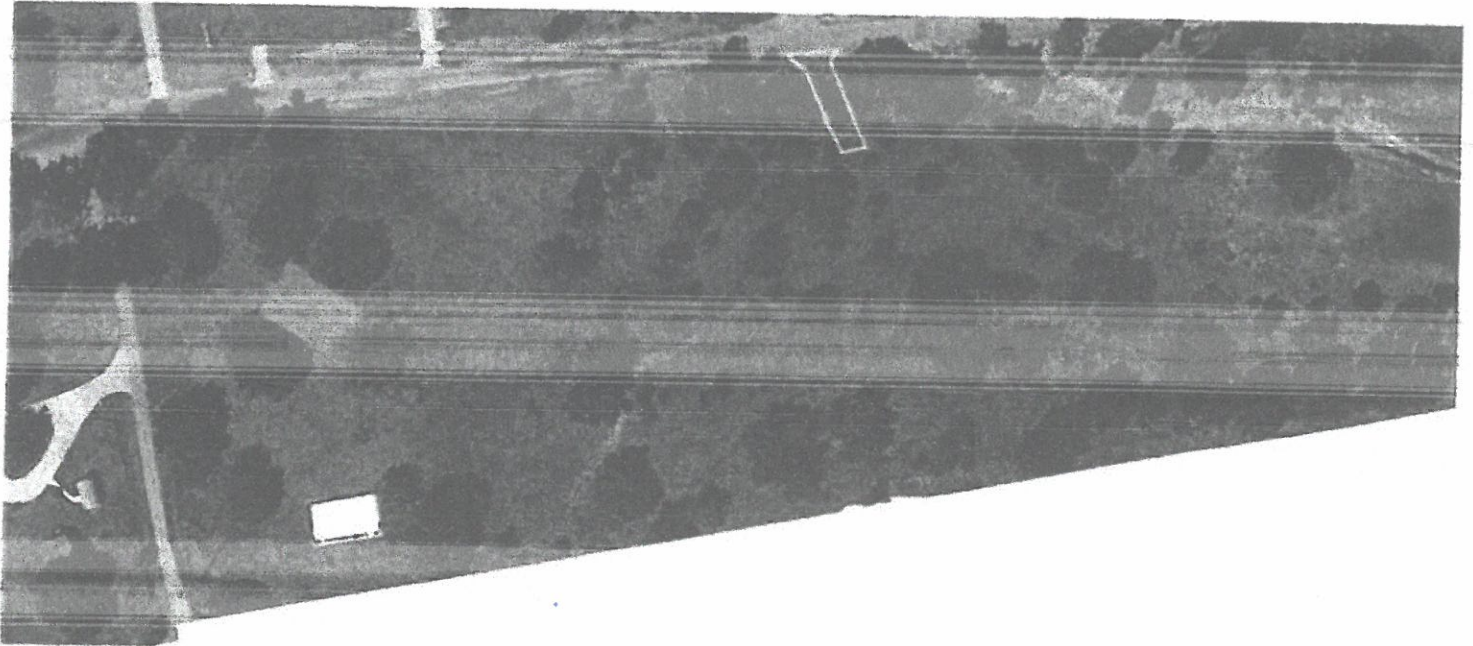


roadrequest

Jim Mosner

From: Dennis Eberwein <deberwein@austin.rr.com>
Sent: Thursday, July 23, 2015 7:19 AM
To: roadrequest
Subject: Access to CR 258
Attachments: Driveway Culvert Application - 2015.07.23.pdf

2770 CR 258 - Property



Thank you
Dennis
512 627-9374

Work Order #: _____

(WILLIAMSON COUNTY OFFICE USE)

Williamson County Driveway/Access Application for Permit (Culvert) (Please Print Clearly)

Name of Applicant: Dennis Eberwein Date: 07/23/2015

E-mail: DEberwein@austin.rr.com

Phone: 512 627-9374

☒ Resident of Williamson County

- Williamson County will size and install culvert for a minimal fee of \$5.00 per linear foot
- Resident's responsibility is to order, purchase, deliver culvert to property, pay for installation and notify Williamson County to schedule installation
- NOTE: if culvert installation fee is not paid within 6 months of application date, application will become null/void.

☐ Developer/Builder

- Williamson County will size culvert
- Developer/Builder's responsibility is to order, purchase and install culvert
- Developer/Builder must notify Williamson County for inspection prior to culvert installation

☐ Other _____

Physical Address of Property or WCAD Parcel #: R022510 located on CR 258
between Craigen Rd. and Ronald Reagan Blvd.

Comments:

Add access to east end of lot from county road 258

RECEIVED

JUL 23 2015

DEPT. OF INFRASTRUCTURE
ROAD AND BRIDGE

Please return completed application to:

Williamson County Engineer's Office
3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626
Telephone: (512) 943-3330 Fax: (512) 943-3335
Email: RoadRequest@wilco.org

Dennis Eberwein

From: Dwight Pittman <DPittman@wilco.org>
Sent: Thursday, August 06, 2015 3:09 PM
To: DEberwein@austin.rr.com
Cc: Gary Dean; Terri Countess; David Boyd
Subject: Dennis Eberwein - CR 258 driveway
Attachments: Dennis Eberwein-CR 258 driveway.pdf

Dear Mr. Eberwein:

Attached is the updated culvert application covering the culvert sizing and length necessary for the driveway application for permit.

No culvert is needed at this location. Install a dip driveway.

If you have any questions or concerns, please feel free to contact me.

Thank you for working with Williamson County.

Dwight L. Pittman, PE
Senior Engineer
Dept. of Infrastructure
Williamson County
(512) 943-3330 office

WILLIAMSON COUNTY OFFICE USE ONLY:

Work Order #: _____ Opened: _____ Completed: _____
Date Date

Foreman: Hayden Date: _____

Foreman Comments: NO CULVERT NEEDED CONCRETE DRIVE ONLY

☒ Installation to be completed by Williamson County

☐ Installation to be completed by Applicant

Inspection required prior to culvert installation?

☐ YES (for developer/builder)

Date inspected _____ Initials: _____

☒ NO (for resident of Williamson County)

Design Engineer: D Pittman Date: 8-6-15

Culvert Sizing/Engineer Comments: dip driveway - NO
Culvert needed

Total Culvert Length (Feet): N/A

Culvert Sizing Sent to Applicant/Date: 8/6/15 Initials: DLP

Front Desk:

Culvert pipe is on-site/Date: _____ Initials: _____

Foreman informed of pipe delivery/Date: _____ Initials: _____

If installation to be completed by Williamson County:

Total Culvert Length (Feet): _____ x \$5.00/foot = \$ 0.00 to be paid

☐ Cash

☐ Money Order

☐ Check # _____ Amount \$ _____ Receipt # _____

☐ Credit Card - Pmt ID #: _____

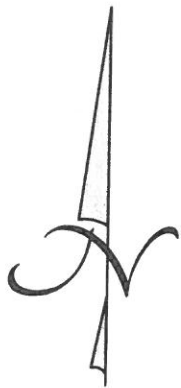
Payment Date: _____ Initials: _____

CERTIFY TO: PATTEN LAW FIRM / TITLE RESOURCES GUARANTY COMPANY / JAMES MOSNER & ROBYN MOSNER / GF NO. 9992-15-1294

RESTRICTIVE COVENANTS:

ONLY THOSE EASEMENTS AND THAT INFORMATION LISTED IN TITLE COMMITMENT GF NO. 9992-15-1294, EFFECTIVE DATE OF OCTOBER 28, 2015 AND RE-LISTED BELOW WERE CONSIDERED FOR THIS SURVEY:

- 1) RESTRICTIVE COVENANTS - VOLUME 587, PAGE 601 AND VOLUME 952, PAGE 464, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOC. # 2015101931, OFFICIAL PUBLIC RECORDS (RECORDED PLAT) (SUBJECT TO)
10.c) ACCESS EASEMENT - VOLUME 730, PAGE 312, AS FURTHER AFFECTED BY DOCUMENT NO. 199948777 (DOES NOT AFFECT)
10.d) EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORP. - VOLUME 957, PAGE 784 (BLANKET TYPE)
10.e) EASEMENT GRANTED TO CHISHOLM TRAIL W.S.C. - VOLUME 1503, PAGE 128 (BLANKET TYPE)
10.f) EASEMENT GRANTED TO CHISHOLM TRAIL W.C.S. - DOCUMENT NO. 9541444 (BLANKET TYPE)
10.g) RIGHT OF WAY AGREEMENT - VOLUME 2010, PAGE 881 (DOES NOT AFFECT, EASEMENT NOT LOCATED ON THIS TRACT)
10.h) ORDINANCE NO. 05-0-61 - DOCUMENT NO. 2005071499 (SUBJECT TO)
10.i) 15' WIDE EASEMENT ALONG THE NORTHERLY PROPERTY LINE AS SHOWN ON THE PROPOSED PLAT (NOW RECORDED AS DOC. #2015101931 (SUBJECT TO)
10.m) PROPOSED PLAT STATES "THE 15' P.U.E. SHOWN ABUTTING THE SOUTH LINE OF THE PROPOSED R.O.W. SHALL ADJUST TO BE PARALLEL TO THE REVISED/FINAL R.O.W. AS RECORDED." (PROPOSED PLAT NOW RECORDED AS DOC. # 2015101931 AND PROPOSED R.O.W. NOW RECORDED AS DOC. # 2015091197) (SUBJECT TO)
10.n) ANY EASEMENTS, BUILDING LINES, COVENANTS, RESTRICTIONS, CONDITIONS, ETC. AS SET OUT ON THE PROPOSED PLAT OR A FINAL RECORDED PLAT (DOC. # 2015101931) (SUBJECT TO)



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983/93, TEXAS CENTRAL ZONE. ALL BEARING AND DISTANCES SHOWN ARE RECORD PER THE PLAT RECORDED AS DOC. # 2015101931.

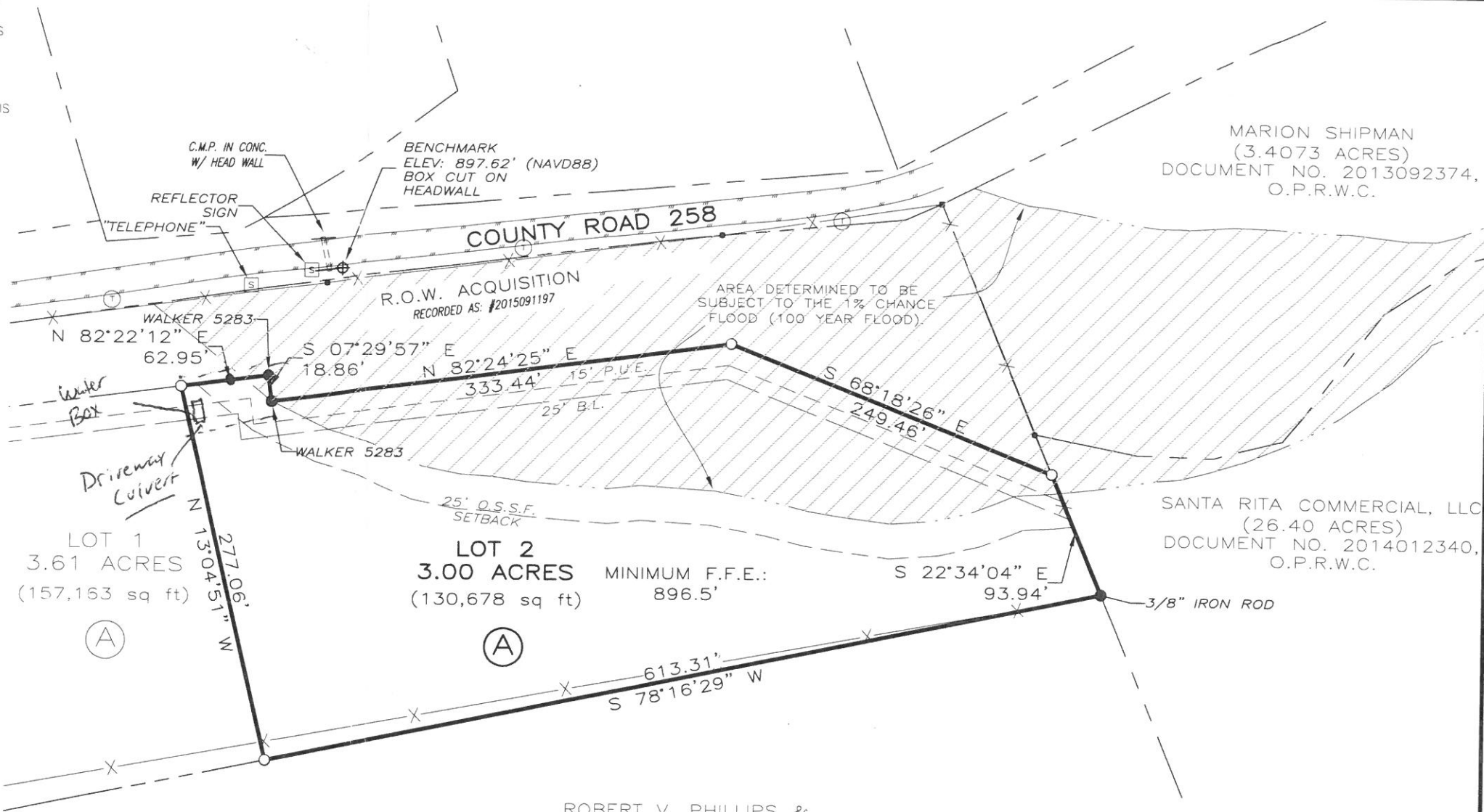
LEGEND	
●	1/2" IRON ROD FOUND WITH NO CAP (UNLESS OTHERWISE NOTED)
○	1/2" IRON ROD SET W/PLASTIC CAP STAMPED "T.L.S. INC."
●	FENCE POST
—X—	WIRE FENCE
///	PAVEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
Ⓢ	SIGN
Ⓣ	TELEPHONE
C.M.P.	CORREGATED METAL PIPE
CONC.	CONCRETE

SURVEY OF LOT 2, BLOCK A, VILLA OAKS SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS AS RECORDED IN DOCUMENT NUMBER 2015101931 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

JOB NO: 14528

DRAWN: JRB

F.C.: CC



MARION SHIPMAN
(3.4073 ACRES)
DOCUMENT NO. 2013092374,
O.P.R.W.C.

SANTA RITA COMMERCIAL, LLC
(26.40 ACRES)
DOCUMENT NO. 2014012340,
O.P.R.W.C.

ROBERT V. PHILLIPS &
DORETHA B. PHILLIPS
(12.00 ACRES)
DOCUMENT NO. 2001071141,
O.P.R.W.C.

THIS AREA DOES APPEAR TO BE IN SPECIAL FLOOD HAZARD AREA PER THE PLAT. FEMA'S FLOOD INSURANCE RATE MAP #48491C0275E, DATED SEPT. 26, 2008, DOES NOT INDICATE A FLOOD ZONE FOR THIS TRACT. THIS STATEMENT IS NOT MADE IN LIEU OF AN ELEVATION CERTIFICATE.

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

THAT SURVEYOR FOR TEXAS LAND SURVEYING, INC., HAVE THIS DATE CAUSED TO BE PERFORMED AN ON-THE-GROUND SURVEY UNDER MY SUPERVISION OF THE FOREGOING PLATTED TRACT OF LAND AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

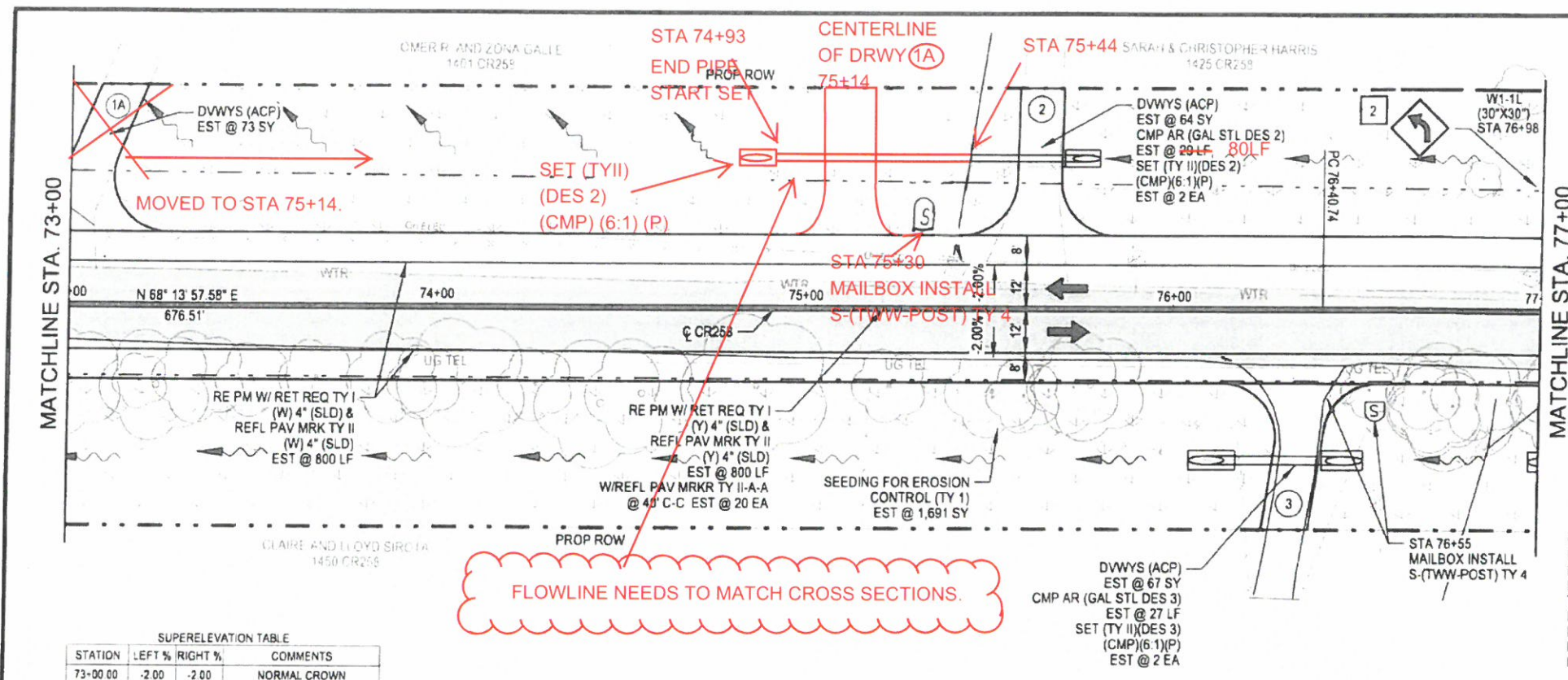
Texas Land Surveying, Inc.

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

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.



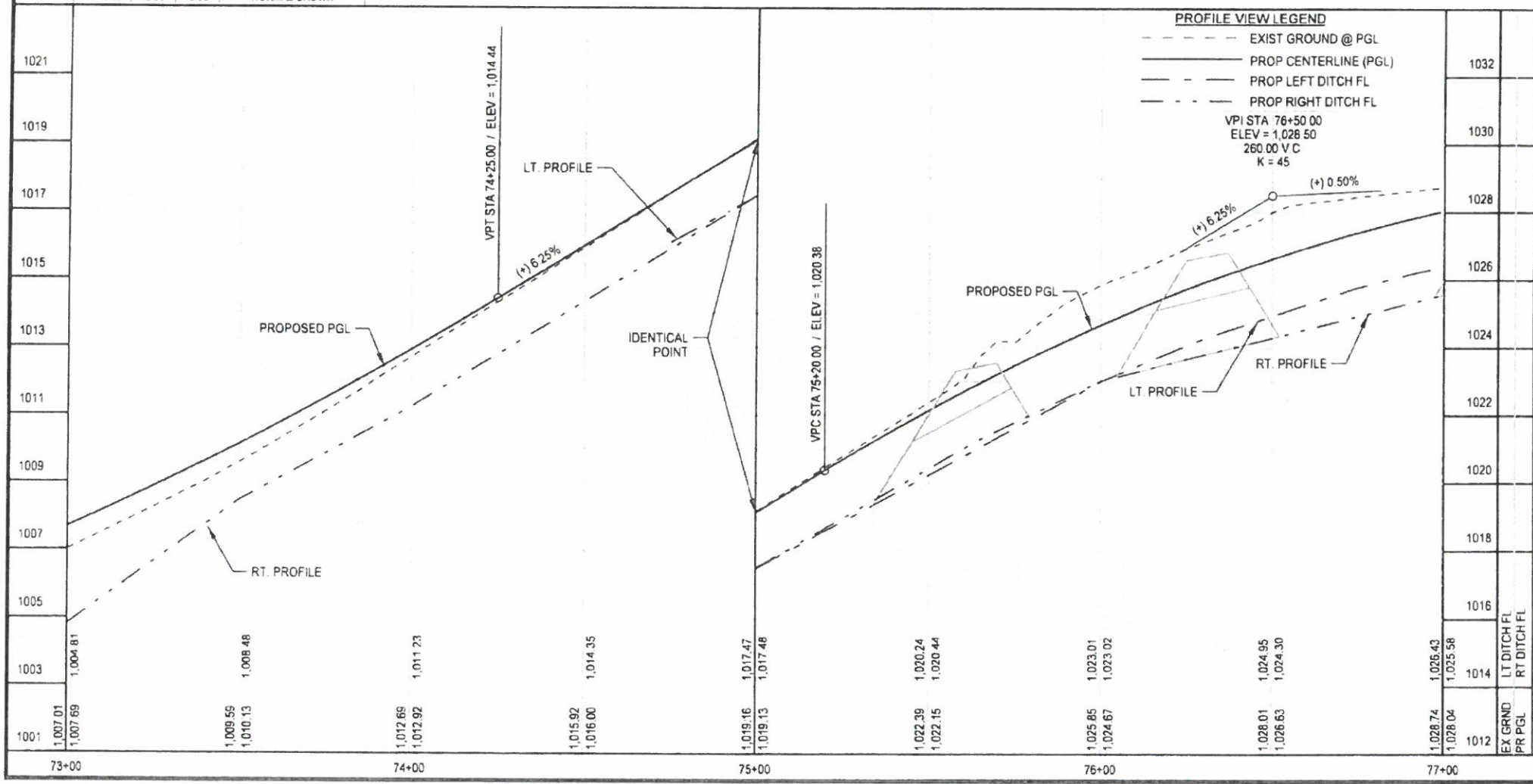
Witness my hand and seal this the 30th Day of December, 2014 A.D.



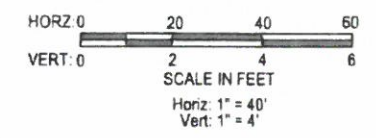
- PLAN VIEW LEGEND**
- EXISTING PAVEMENT
 - APPARENT R.O.W.
 - PROPOSED R.O.W.
 - PROPOSED PAVEMENT EDGE
 - PROPERTY LINE
 - PROPOSED DITCH FLOWLINE
 - EXIST. CHAINLINK FENCE
 - EXIST. WIRE FENCE
 - LIMITS OF PAVING
 - EXIST. MAILBOX
 - PROP. MAILBOX (SINGLE)
 - PROP. MAILBOX (MULTIPLE)
 - TREES
 - PROP. DRIVEWAY NUMBER (SEE DRIVEWAY SUMMARY FOR DETAILS)
 - SIGN
 - SMALL SIGN DESIGNATION (SEE SMALL SIGN SUMMARY FOR DETAILS)
 - DELINEATOR
 - BORE LOCATION

SUPERELEVATION TABLE

STATION	LEFT %	RIGHT %	COMMENTS
73+00.00	-2.00	-2.00	NORMAL CROWN



AS-BUILT SHEET, NOT TO SCALE.
CAN BE ADJUSTED IN THE FIELD
IF NECESSARY.



- NOTES:**
- EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS AND AT ASSUMED DEPTHS. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION.
 - REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
 - EXISTING FENCES AND GATES TO BE RELOCATED BY OTHERS AS REQUIRED PRIOR TO CONSTRUCTION.
 - SEE DRIVEWAY SUMMARY FOR ASPHALT, CONCRETE, PIPE, AND SAFETY END TREATMENT QUANTITIES.
 - SEE CROSS SECTIONS AND DITCH PROFILES FOR CHANNEL AND SIDE SLOPE GRADING AND ELEVATION.
 - REMOVAL OF EXISTING PAVEMENT OUTSIDE LIMITS OF PROPOSED ROADWAY TO BE PAID FOR AS ITEM 100, "PREPARING RIGHT OF WAY."
 - CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT PROPERTY AND INTERSECTING STREETS AT ALL TIMES DURING CONSTRUCTION.

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
PLAN AND PROFILE
STA. 73+00 TO STA. 77+00
SHEET 2 OF 24

OWNER: WILLIAMSON COUNTY, TEXAS
PRECINCT NO. 2
COMMISSIONER

DESIGNED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 3/10/2016
SCALE: 1" = 40'
PLOT: 1" = 40'

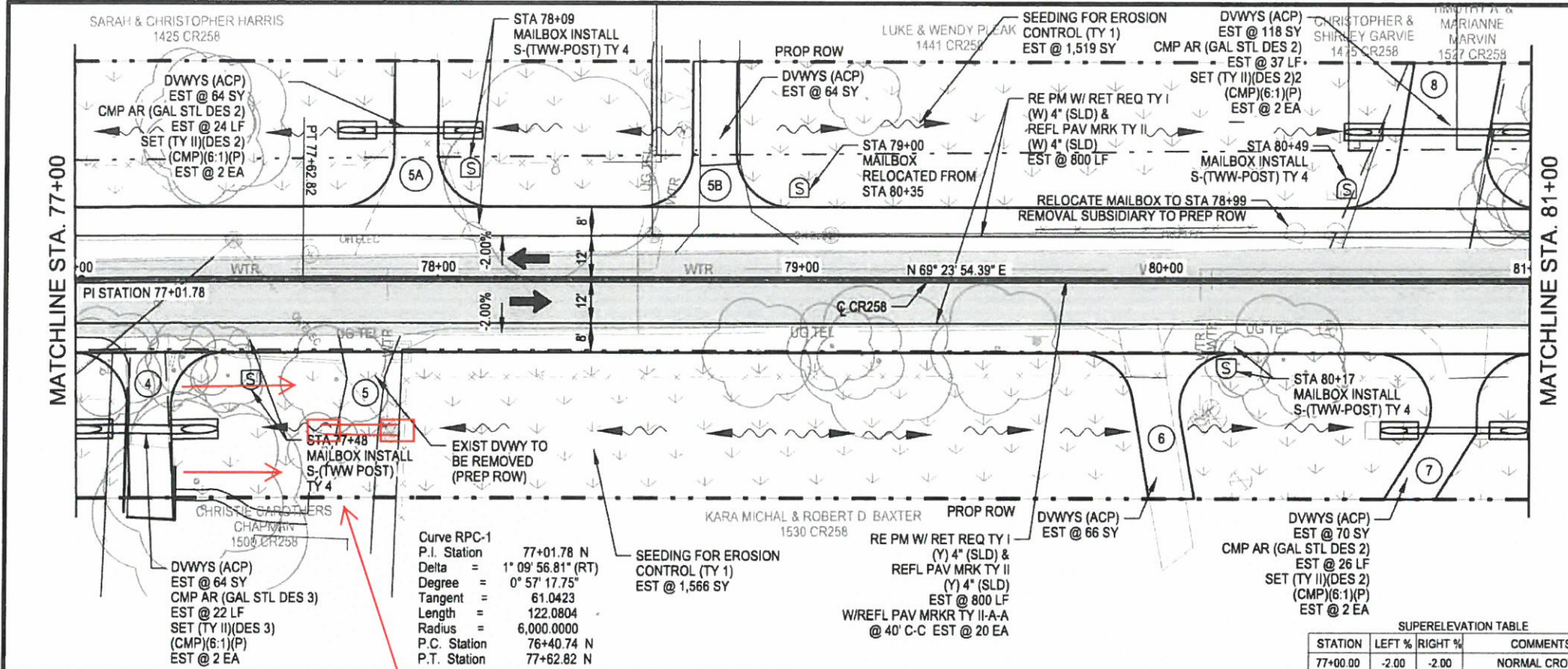
PROJECT NO. 20160001
DATE: 3/10/2016
SCALE: 1" = 40'
PLOT: 1" = 40'

REGISTERED PROFESSIONAL ENGINEER
CIVIL ENGINEERING
CONSULTANTS
REGISTRATION NO. F-2214
SURVEYING & 1004-10-00

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY [Signature]
[Signature]
3/10/2016

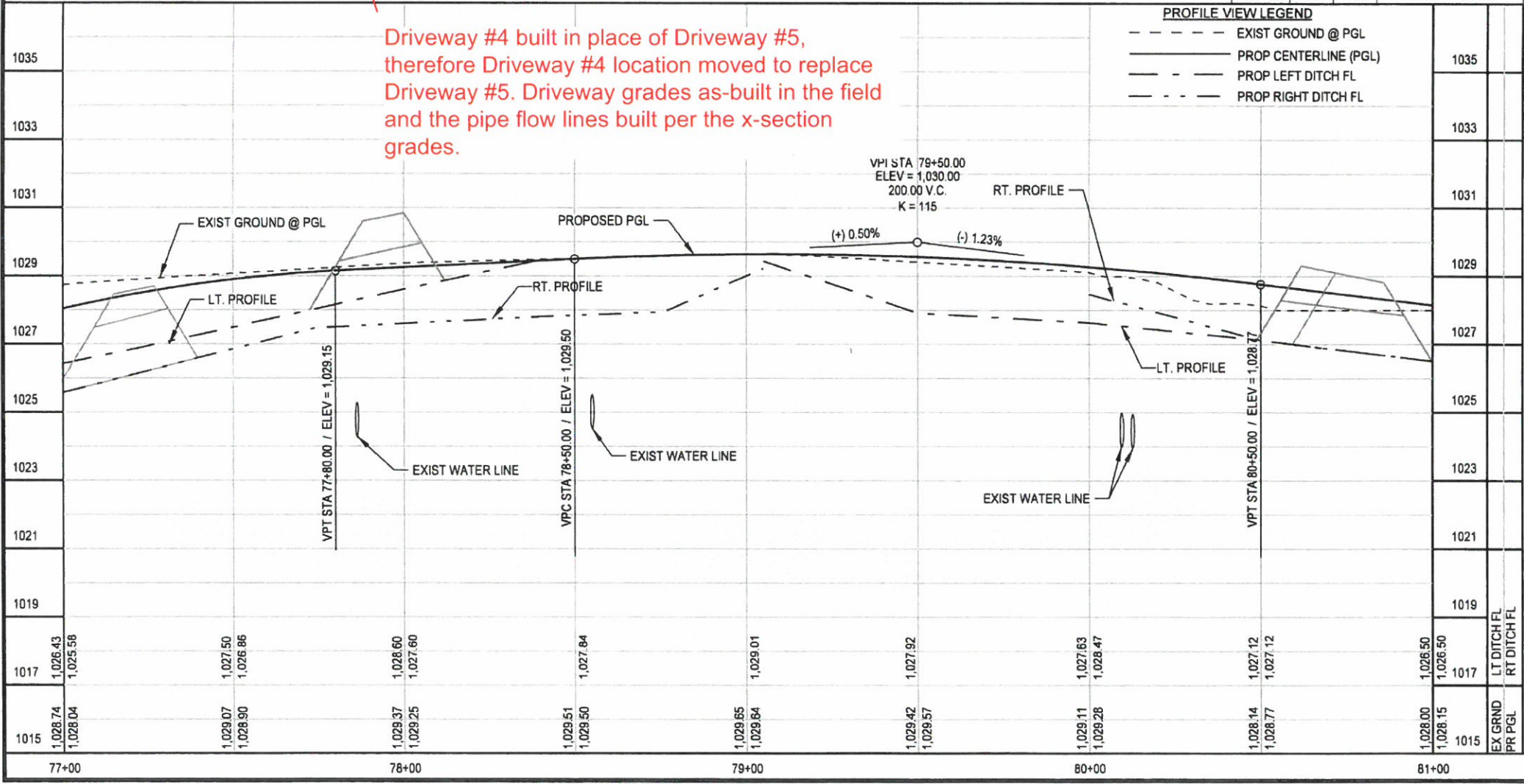
FINAL SUBMITTAL

SHEET NUMBER
99 OF 265



- PLAN VIEW LEGEND**
- EXISTING PAVEMENT
 - APPARENT R.O.W.
 - PROPOSED R.O.W.
 - PROPOSED PAVEMENT EDGE
 - PROPERTY LINE
 - PROPOSED DITCH FLOWLINE
 - EXIST. CHAINLINK FENCE
 - EXIST. WIRE FENCE
 - LIMITS OF PAVING
 - EXIST. MAILBOX
 - PROP. MAILBOX (SINGLE)
 - PROP. MAILBOX (MULTIPLE)
 - TREES
 - PROP. DRIVEWAY NUMBER (SEE DRIVEWAY SUMMARY FOR DETAILS)
 - SIGN
 - SMALL SIGN DESIGNATION (SEE SMALL SIGN SUMMARY FOR DETAILS)
 - DELINEATOR
 - BORE LOCATION

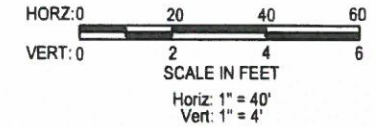
Driveway #4 built in place of Driveway #5, therefore Driveway #4 location moved to replace Driveway #5. Driveway grades as-built in the field and the pipe flow lines built per the x-section grades.



SUPERELEVATION TABLE

STATION	LEFT %	RIGHT %	COMMENTS
77+00.00	-2.00	-2.00	NORMAL CROWN

- PROFILE VIEW LEGEND**
- EXIST GROUND @ PGL
 - PROP CENTERLINE (PGL)
 - PROP LEFT DITCH FL
 - PROP RIGHT DITCH FL



- NOTES:**
- EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS AND AT ASSUMED DEPTHS. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION.
 - REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
 - EXISTING FENCES AND GATES TO BE RELOCATED BY OTHERS AS REQUIRED PRIOR TO CONSTRUCTION.
 - SEE DRIVEWAY SUMMARY FOR ASPHALT, CONCRETE, PIPE, AND SAFETY END TREATMENT QUANTITIES.
 - SEE CROSS SECTIONS AND DITCH PROFILES FOR CHANNEL AND SIDE SLOPE GRADING AND ELEVATION.
 - REMOVAL OF EXISTING PAVEMENT OUTSIDE LIMITS OF PROPOSED ROADWAY TO BE PAID FOR AS ITEM 100, "PREPARING RIGHT OF WAY."
 - CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT PROPERTY AND INTERSECTING STREETS AT ALL TIMES DURING CONSTRUCTION.

DESIGNED BY: M.L.
DRAWN BY: M.L.
CHECKED BY: M.B.
PROJECT NO: E032701
DATE: 3/10/2016
SCALE: 1" = 40'
SHEET: 3 OF 24

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
PLAN AND PROFILE
STA. 77+00 TO STA. 81+00
SHEET 3 OF 24

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER
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THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
MELISSA G. BYLER, P.E. 9869
3/10/2016

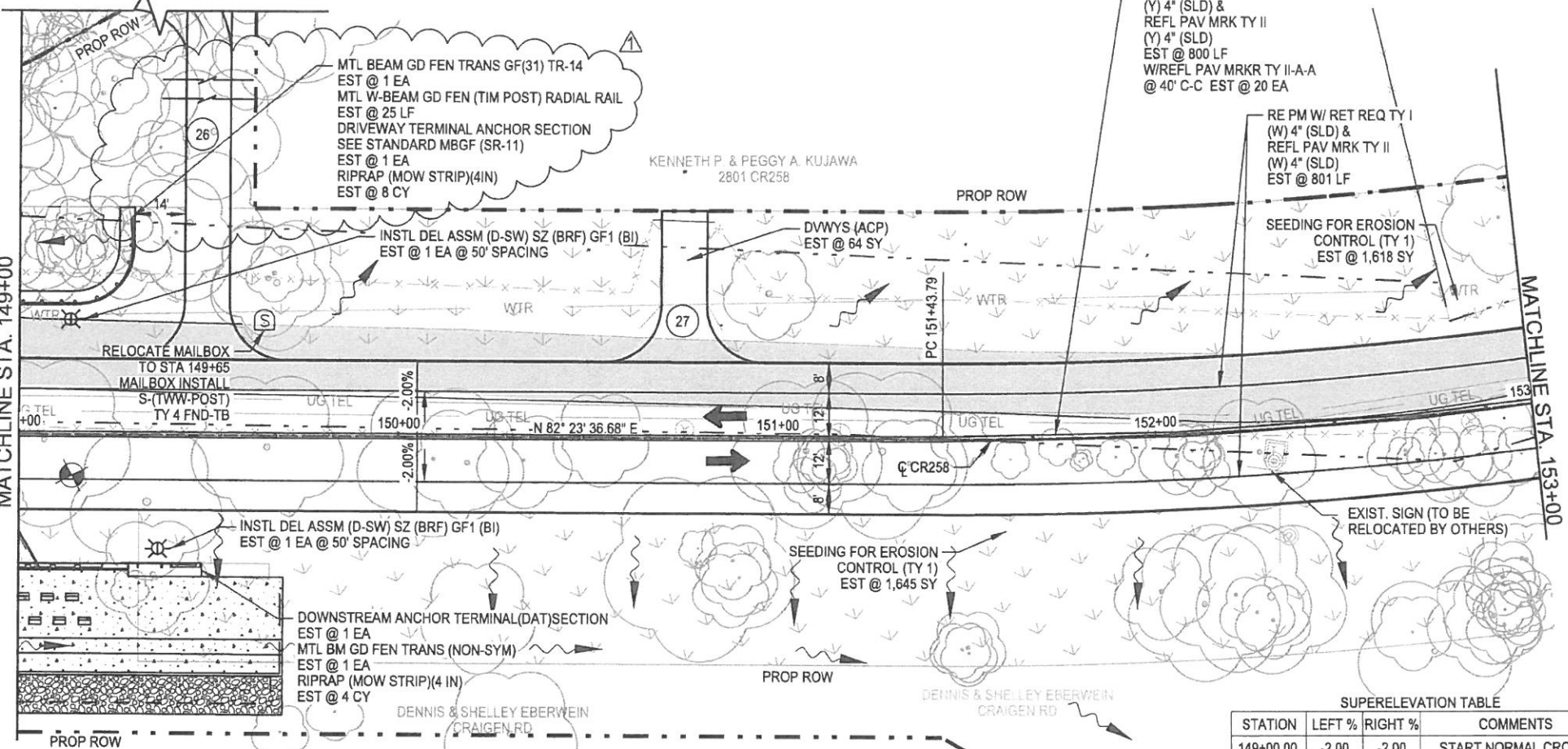
FINAL SUBMITTAL

SHEET NUMBER
100 of 265

MATCHLINE SEE DWY NOTE

MATCHLINE STA. 149+00

MATCHLINE STA. 153+00



PLAN VIEW LEGEND

- EXISTING PAVEMENT
- APPARENT R.O.W
- PROPOSED R.O.W.
- PROPOSED PAVEMENT EDGE
- PROPERTY LINE
- PROPOSED DITCH FLOWLINE
- EXIST. CHAINLINK FENCE
- EXIST. WIRE FENCE
- LIMITS OF PAVING
- EXIST. MAILBOX
- PROP. MAILBOX (SINGLE)
- PROP. MAILBOX (MULTIPLE)
- TREES
- PROP. DRIVEWAY NUMBER (SEE DRIVEWAY SUMMARY FOR DETAILS)
- SIGN
- SMALL SIGN DESIGNATION (SEE SMALL SIGN SUMMARY FOR DETAILS)
- DELINEATOR
- BORE LOCATION

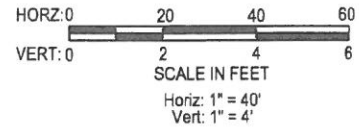
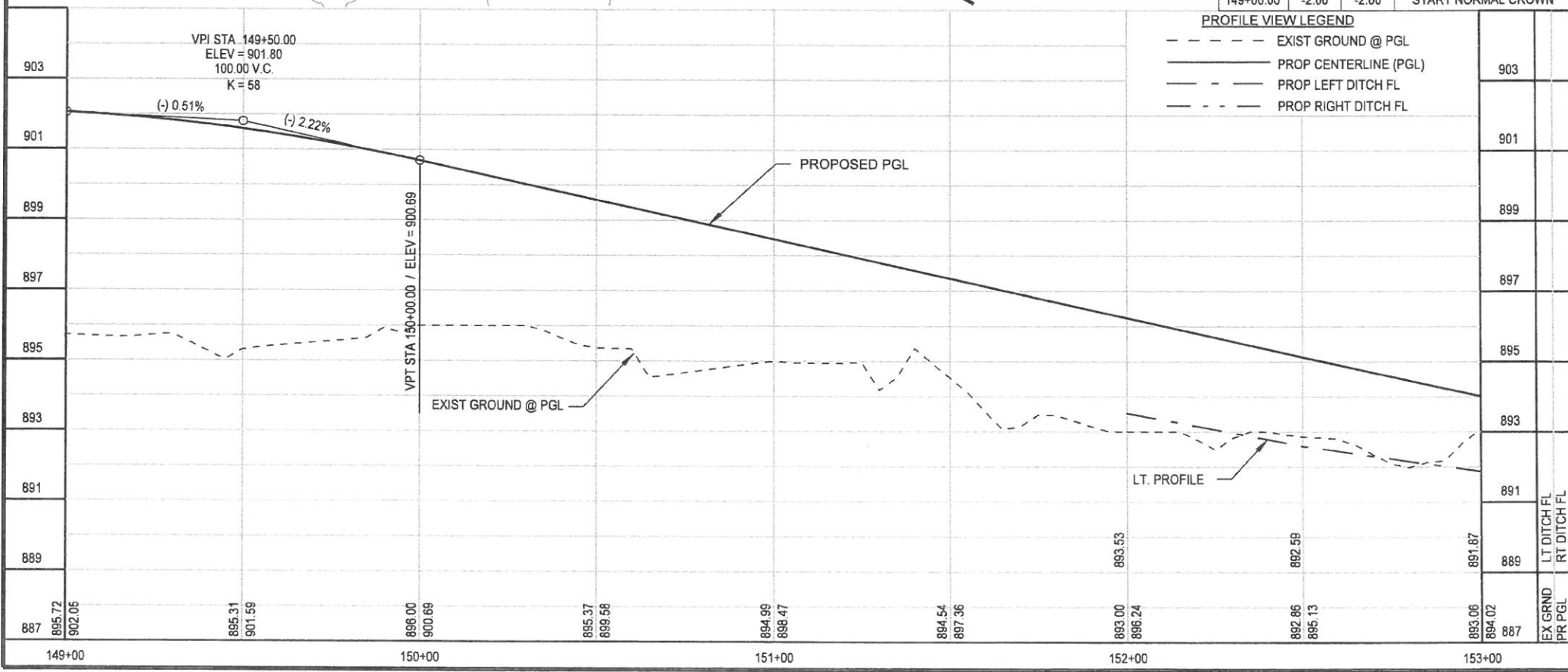
DWY NOTE:
1. SEE DRIVEWAY PLAN AND PROFILE (SHEET XXX) FOR MORE DETAILS.

ADJUSTMENT TO MBGF AT DRIVEWAY 26.

SUPERELEVATION TABLE			
STATION	LEFT %	RIGHT %	COMMENTS
149+00.00	-2.00	-2.00	START NORMAL CROWN

PROFILE VIEW LEGEND

- EXIST GROUND @ PGL
- PROP CENTERLINE (PGL)
- PROP LEFT DITCH FL
- PROP RIGHT DITCH FL



- NOTES:
- EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS AND AT ASSUMED DEPTHS. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION.
 - REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
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 - EXISTING FENCES AND GATES TO BE RELOCATED BY OTHERS AS REQUIRED PRIOR TO CONSTRUCTION.
 - SEE DRIVEWAY SUMMARY FOR ASPHALT, CONCRETE, PIPE, AND SAFETY END TREATMENT QUANTITIES.
 - SEE CROSS SECTIONS AND DITCH PROFILES FOR CHANNEL AND SIDE SLOPE GRADING AND ELEVATION.
 - REMOVAL OF EXISTING PAVEMENT OUTSIDE LIMITS OF PROPOSED ROADWAY TO BE PAID FOR AS ITEM 100, "PREPARING RIGHT OF WAY."
 - CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT PROPERTY AND INTERSECTING STREETS AT ALL TIMES DURING CONSTRUCTION.

DESIGNED BY: M.L.
DRAWN BY: M.L.
CHECKED BY: M.B.
PROJECT NO: E032001
DATE: 10/14/2016
SCALE: 1" = 40'
SHEET 21 OF 24

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
PLAN AND PROFILE
STA. 149+00 TO STA. 153+00
SHEET 21 OF 24

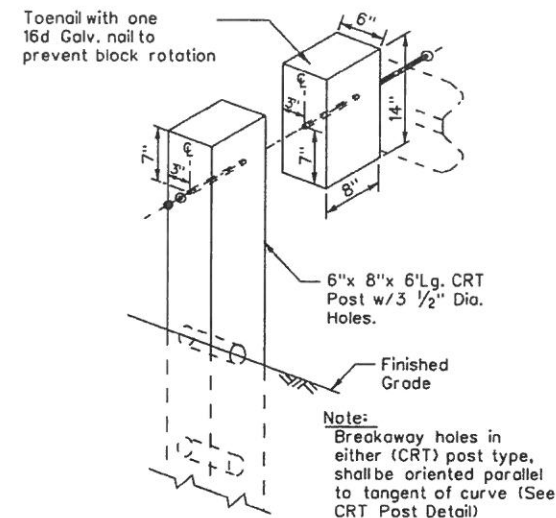
OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

THE SEAL APPEARING ON THIS DOCUMENT WAS AFFIXED BY
MELISSA G. BYLER, P.E.
10/14/2016

FINAL
SUBMITTAL

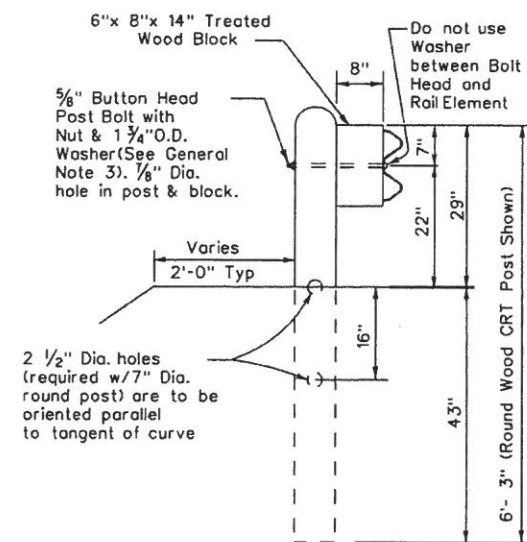
SHEET NUMBER
118 OF 265

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



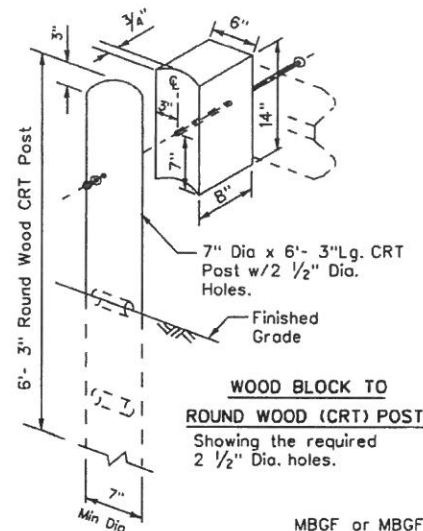
WOOD BLOCK TO RECTANGULAR

WOOD (CRT) POST
Showing the required
3 1/2" Dia. holes.

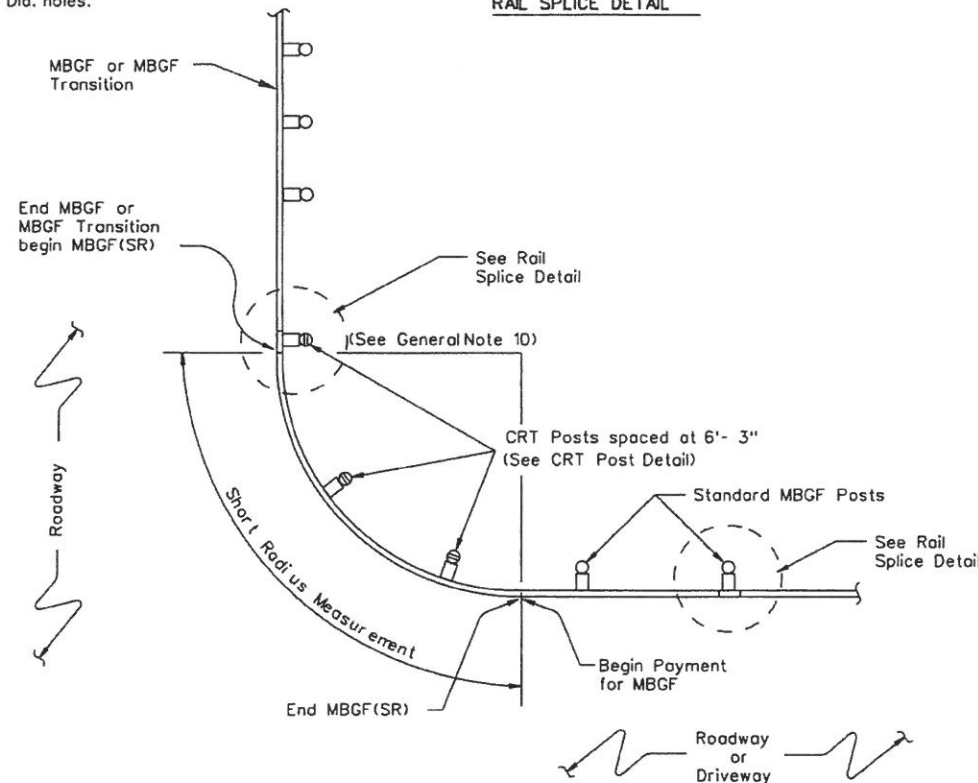


(CRT) POST DETAIL
CONTROLLED RELEASE TERMINAL POST

Two or more wood CRT post(s) are required at any radius installation located at intersecting roadways or driveways.



WOOD BLOCK TO
ROUND WOOD (CRT) POST
Showing the required
2 1/2" Dia. holes.



PLAN VIEW
SHOWING TYPICAL RADIUS

The required radius is shown elsewhere on the plans.

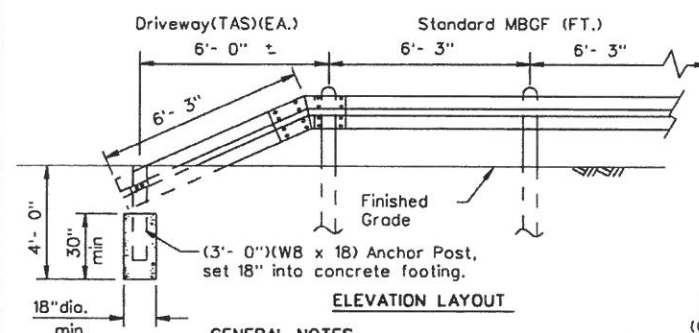
GENERAL NOTES

1. The type of (CRT) post (round wood post, or rectangular wood post) will be shown elsewhere in the plans. The exact position of MBGF shall be shown elsewhere in the plans or as directed by the Engineer.
2. Steel posts are not permitted at CRT post positions.
3. Rail element shall meet the requirements of Item 540, "Metal Beam Guard Fence" except as modified on the plans. The Contractor may furnish rail elements of 12 1/2 or 25 foot nominal lengths.
4. Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 1/4" O.D.) washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are 5/8" x 1 1/4" (or 2" long at triple rail splices) with a 5/8" double recessed nut (ASTM A563).
5. Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
6. Crown shall be widened to accommodate the Metal Beam Guard Fence.
7. The lateral approach to the guard fence, shall have a slope rate of not more than 1V:10H.
8. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the block. Rail placed over curbs shall be installed so that the post bolt is located approximately 21 inches above the gutter pan or roadway surface.
9. If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, 24" into the rock, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18", drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever is less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
10. Guardrail posts shall not be set in concrete, of any depth.
11. Special rail fabrication will be required at installations having a curvature of less than 150 ft. radius. The required radius shall be shown on the plans.
12. The terminal anchor section (TAS) post shall be set in Class A concrete (unless otherwise shown in the plans) in accordance with Item 421, "Hydraulic Cement Concrete." Concrete shall be subsidiary to the bid item requiring construction of the terminal anchor section (TAS). Terminal anchor post to be galvanized in accordance with Item 445, "Galvanizing."
13. Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210, "Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL can furnish composite material posts and/or blocks.

▲ STANDARD ADDED TO THE PLANS.

"DRIVEWAY" TERMINAL ANCHOR SECTION

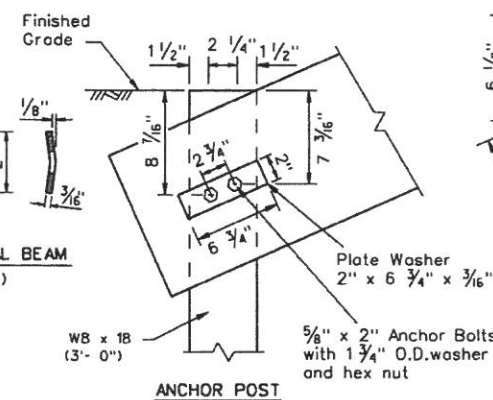
Only for use within driveway locations, where a standard (TAS) Terminal Anchor Section can not be installed.



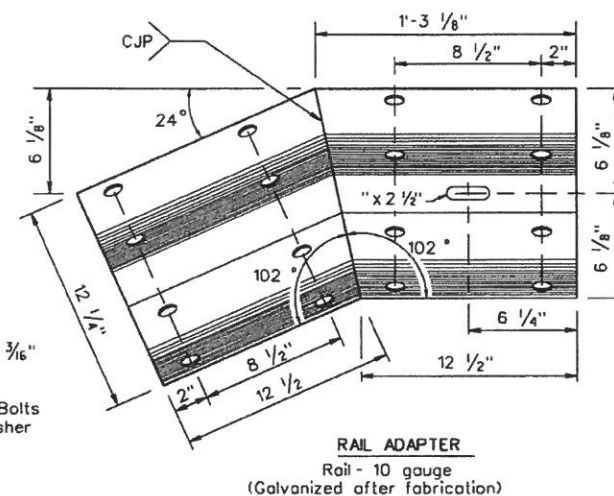
GENERAL NOTES

1. The "Driveway" Terminal Anchor Section is ONLY to be used within driveway locations, where the ROW is limited and a standard 25 ft. (TAS) Terminal Anchor Section is too long.
2. Terminal anchor post shall be set in Class A concrete.
3. All steel shall be galvanized after fabrication in accordance with Item 445, "Galvanizing."

PLATE WASHER FOR METAL BEAM
(Galvanized after fabrication)



ANCHOR POST



RAIL ADAPTER
Rail - 10 gauge
(Galvanized after fabrication)

Texas Department of Transportation		Design Division Standard	
METAL BEAM GUARD FENCE (SHORT RADIUS) MBGF (SR)-11			
FILE: mbg/sr/11.dgn	DN: TxDOT	CK: AM	DW: BD
© TxDOT June 2010	CONT	SECT	JOB
12-2011	REVISIONS	POST	COUNTY
			SHEET NO. 136A

Commissioners Court - Regular Session**20.****Meeting Date:** 02/28/2017

15IFB102 CR 245 Change Order No. 2

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of -\$35,569.89 for CR 245, a Road Bond Project in Commissioner Pct. 3.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. It also adds Item 169-2001 Soil Retention Blanket to the contract which replaces the 3" Erosion Control Compost due to the unavailability of the compost material. The underruns documented by this Change Order result in a cost savings for the County. Ten (10) days will be added to the Contract on this Change Order for the lead time for the fabrication of the pressure release valve vault for the City of Georgetown waterline added by Change Order #1.

Fiscal Impact

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

Attachments15IFB102 CR 245 CO No 2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/23/2017

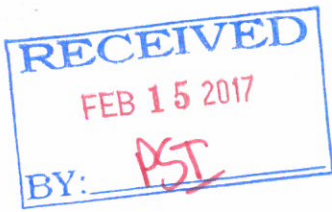
Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:34 AM



Received

Received

FEB 22 2017

FEB 14 2017

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

HNTB Corporation
Round Rock

1. CONTRACTOR: Kwest Group
2. Change Order Work Limits: Sta. 0+45 to Sta. 12+50
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 15IFB102

Roadway: CR 245

Purchase Order Number: _____

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The underruns documented by this Change Order result in a cost savings for the County. This Change Order adds Item 169-2001 (Soil Retention Blanket (Ty 1)(CI A)) which replaced the 3" Erosion Control Compost due to the unavailability of the compost.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: _____
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be providedTime Ext. #: 1 Days added on this CO: 10Amount added by this change order: (\$35,569.89)

THE CONTRACTOR

Date 12/15/16

By

Typed/Printed Name

ROB SCHACKAERT

Typed/Printed Title

DIVISION MANAGER**RECOMMENDED FOR EXECUTION:**

P.E. 2/15/17
Project Manager Date
Construction Observer

N/A

Design Engineer

Date

Program Manager

Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

Project # 15IFB102

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items**[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 245

Williamson County Project No. 15IFB102

**Change Order No. 2
Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. It also adds Item 169-2001 Soil Retention Blanket to the contract which replaces the 3" Erosion Control Compost due to the unavailability of the compost material. The underruns documented by this Change Order result in a cost savings for the County.

Ten (10) days will be added to the Contract on this Change Order for the lead time for the fabrication of the pressure release valve vault for the City of Georgetown waterline added by Change Order 1.

A new item was required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
169-2001	SOIL RETENTION BLANKET (CL 1)(TY A)	4550.00	SY

This Change Order results in a net decrease of \$35,569.89 to the Contract amount, for an adjusted Contract total of \$583,687.75. The original Contract amount was \$589,829.11. As a result of this and all Change Orders to-date, \$6,141.36 has been deducted from the Contract, resulting in a 1% net decrease in the Contract cost. Ten (10) days will be added to the Contract as a result of this Change Order for a total of one hundred sixty (160) days.

HNTB Corporation

James Klotz, P.E.



KWEST GROUP

Civil Construction and Environmental Services

TYPE	ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE	COMMENTS/NOTES
BB	WC105	BIOGRAD EROSION CONTROL LOG 20" (Straw)	LF	2065	\$ 5.26	\$ 10,861.90	
REV	WC105	BIOGRAD EROSION CONTROL LOG 20" (Straw)	LF	210	\$ 5.26	\$ 1,104.60	
TOTAL	WC105	Total Revised: WC105	LF	2275	\$ 5.26	\$ 11,966.50	
BB	164-WCO1	TABLE 1-TYPE 1 SEED (PERM) Broadcast Seed Only	SY	12323	\$ 0.57	\$ 7,024.11	
REV	164-WCO1	TABLE 1-TYPE 1 SEED (PERM) Broadcast Seed Only	SY	-12323	\$ 0.57	\$ (7,024.11)	
REV	164-WCO1	MATERIAL SALE OF TABLE 1 SEEDS THAT WERE ALREADY RECEIVED AND MIXED	LS	1	\$ 5,082.88	\$ 5,082.88	MATERIAL ORDERED AND RECEIVED BY VENDOR PRIOR TO COUNTY DELETE REQUEST
TOTAL	164-WCO1	Total Revised: 164-WCO1	LS	1	\$ 5,082.88	\$ 5,082.88	APPLIED A MULTIPLIER OF 1.1 TO VENDORS REVISED UNIT
BB	164-WCO2	3" EROSION CONTROL COMPOST (ECC)	SY	5597	\$ 0.76	\$ 4,253.72	
REV	164-WCO2	3" EROSION CONTROL COMPOST (ECC)	SY	-4782	\$ 0.76	\$ (3,634.32)	
TOTAL	164-WCO2	Total Revised: WCO2	SY	815	\$ 0.76	\$ 619.40	VENDOR LEAVING 815SY IN PRICING AS LOADS WERE DELIVERED AND PLACED.
BB	164-WCO4	TABLE 4-TYPE 4 SEED (PERM) Broadcast Seed Only	SY	9559	\$ 0.21	\$ 2,007.39	
REV	164-WCO4	TABLE 4-TYPE 4 SEED (PERM) Broadcast Seed Only	SY	12323	\$ 0.21	\$ 2,587.83	
TOTAL	164-WCO4	460#/AC OF 13-13-13 Slow Release Fertilizer is included. Total Revised: 164-WCO4	SY	21882	\$ 0.21	\$ 4,595.22	VENDOR AGREED TO INSTALLATION WITH NO ADDED COST
BB	169-2006	SOIL RETENTION BLANKET (CL 2) (TY F)	SY	1255	\$ 7.60	\$ 9,538.00	
REV	169-2006	SOIL RETENTION BLANKET (CL 2) (TY F)	SY	-1255	\$ 7.60	\$ (9,538.00)	
REV	169-2006	SOIL RETENTION BLANKET (CL 2) (TY F)	SY	6852	\$ 1.38	\$ 9,455.76	
TOTAL	169-2006	Total Revised: 169-2006	SY	6852	\$ 1.38	\$ 9,455.76	APPLIED A MULTIPLIER OF 1.1 TO VENDORS REVISED UNIT
BB	1093-2001	TREE PROTECTION FENCE (ORANGE PLASTIC)	LF	726	\$ 1.81	\$ 1,314.06	
REV	1093-2001	TREE PROTECTION FENCE (ORANGE PLASTIC)	LF	-726	\$ 1.81	\$ (1,125.30)	
TOTAL	1093-2001	Total Revised: 1093-2001	LF	0	\$ 1.81	\$ -	
BB	1122-2002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	270	\$ 24.56	\$ 6,631.20	
REV	1122-2002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	-210	\$ 24.56	\$ (5,157.60)	
TOTAL	1122-2002	Total Revised: 1122-2002	LF	60	\$ 24.56	\$ 1,473.60	
BB	1122-2009	ROCK FILTER DAMS (REMOVE)	LF	270	\$ 10.53	\$ 2,843.10	
REV	1122-2009	ROCK FILTER DAMS (REMOVE)	LF	-270	\$ 10.53	\$ (2,843.10)	
REV	1122-2009	ROCK FILTER DAMS (REMOVE)	LF	30	\$ 18.34	\$ 550.20	
TOTAL	1122-2009	Total Revised: 1122-2009	LF	30	\$ 18.34	\$ 550.20	APPLIED A MULTIPLIER OF 1.1 TO VENDORS REVISED UNIT
BB		Original Base Bid:				\$ 44,473.48	
REV		Revised Contract Value:				\$ 33,743.56	
TOTAL		Magnitude of Change:			Deduct:	\$ 10,729.92	

CR 245

FORCE ACCOUNT - BACK UP

- 1) MESSAGE BOARD
 $\$2040 + \$375 = \$2415 \times 1.15^{(\text{markup})} = \$2,777.25$
- 2) ELECTRICAL MATERIAL
 $\$340.58 \times 1.15^{(\text{markup})} = \391.67
- 3) SPECIALTY TOOL
 $\$25.97 \times 1.15^{(\text{markup})} = \29.87
- 4) ELECTRICAL MATERIAL (REFUND)
 $\$110.60 \times 1.15^{(\text{markup})} = (\$127.19)$
- 5) WASHED ROCK
 $\$23.94 \times 1.15^{(\text{markup})} = \27.53
- 6) PLATE COMPACTOR
 $\$72.80 \times 1.15^{(\text{markup})} = \83.72
- 7) SIGN RELOCATION
 $\$744.00 \times 1.15^{(\text{markup})} = \underline{\$855.60}$

TOTAL

\$4,038.45

County: Williams Project: CL 145 CSI: _____ Highway: _____
Date: 3/10/14 Station: DETOUR to Station: NEEPAH BOARD

[illegible][illegible]

by <u>Rich</u>	Inspector
<u>KWEST Group, LLC</u>	Area Engineer
Contractor	
<u>DIV. MANAGER</u>	
Signature and Title	



P.O. Box 12637
San Antonio, TX 78212
210-738-4251
Fax 210-736-2004

INVOICE

Invoice Date	Invoice No.
8/1/2015	80283134

Terms: Net 10 Days

KWEST Group
Ryan K. Odendahl
8305 Fremont Pike
Perrysburg, OH 43051

Job ID: 235978
CR 245 contract extras
CR 245 and SH 28 West of Georgetown
Georgetown
Project: CR 245 REPLACEMENT
Highway: County:

Customer	Customer Job No.	Customer P.O. No.	Period Covered		Foreman Name / Phone#		
KWESTG	CR 246 REAL B	616205	8/10/2016 - 8/28/2016		Robert 214-316-8895		
Date	Description	From - To	Qty	Days	Units	Price	Total
08/10/15	RENTALS	08/10 08/28	1	17	17	80.00	\$1,020.00
08/10/15	ELECTRONIC SOLAR MESSAGE TRLR - MB # 750	08/10 08/28	1	17	17	60.00	\$1,020.00
08/10/15	ELECTRONIC SOLAR MESSAGE TRLR - MB #720	08/10 08/28	8	17	136	0.00	\$0.00
08/10/15	PLASTIC TRAFFIC BARREL	08/10 08/28	8	17	136	0.00	\$0.00
08/10/15	TIRE RING FOR USE WITH BARREL	08/10 08/28	8	17	136	0.00	\$0.00
08/10/15	ONE-TIME CHARGES		2		2	75.00	\$150.00
08/17/15	Delivery and programming		1		1	75.00	\$75.00
08/28/15	Remove message boards and reprogram		2		2	75.00	\$150.00
08/28/15	Pickup Fee						

516205 CC: 8001.001
EQUIPMENT RENTAL TOTAL
ONE-TIME CHARGES
SALES TAX
TOTAL CHARGES
PLEASE PAY THIS AMOUNT
*** Job Complete ***

\$2,040.00
\$375.00
\$198.24
\$2,614.24
\$2,614.24

X 15%
\$391.14

Invoice amount must be received within 30 days. Credit for late payment invoices will not be issued after 30 days. All past due accounts shall bear interest at a rate of 2% per month (24% Annual Percentage Rate).

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.

Form 316
(Rev. 02/10)
Page 1 of 2

County: WILLIAMSON Project: CR 245 CSJ: _____ Highway: _____

Date: 3/1/15 Station: @ INTERSECTION to Station: PULL BOX'S

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT				LABOR					
Description	Hrs.	Rate	Amount	Classification and Name	Hours		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
PICK-UP TRUCK	8			BOSSARDY	8				
LAT BACKHOE	8			FOREMAN RONNEY WELCH	8				
				OPERATOR	8				
				LEVI JONES					
				LARSEN JR.					
		Total							Total

[illegible]

KWEST GROUP

Contractor

Inspector

Signature and Title

Area Engineer

MEASURED MEAT FOR QTY'S, PICKED MATERIAL EXHAUSTED BY USING SORTER FULL POT IS INVESTIGATED BY USING CONDITIONS

765
Tue Aug 18 03:30:15 CDT 2015
OFFICE SUPPLY
Office DEPOT
OfficeMax

OFFICE DEPOT STORE #2346 Suite 500
10130 University
Georgetown, TX 78628
(512) 868-6700

08/18/2015 15:20:00 10 PM
STR 2346 REG3 TRN 5170 EMP 496162

Product ID	Description	Total
448561	SCOL10117-ENG	5.29
448921	SCOL10117-RBC	19.99

Sales Tax: 16.28
Total: 1.34
Grand Total: 27.62

Shop online at www.officedepot.com

WE WANT TO HEAR FROM YOU!

Participate in our online customer survey and

515205
CC: 9001.001

2346 University Blvd, Ste 500
(512) 868-6700

1558# 100 FOR SUBTOTAL AT PARCO
WE APPRECIATE YOUR BUSINESS!!!
8/04/15 11:27AM DV 554 SALE

2199531
BLADE 38cm 12" 55.99 EA
SUB-TOTAL: 55.99
BK CARD AMT: 155.14
BK CARD#: 155.14
Total Items: 18

25.97
x15%
\$29.87

==> JRNLE1410
CUST #5

THIS RECEIPT IS REQUIRED FOR RETURN
WITHIN 30 DAYS

TRUCK#

ACE
Hardware

515205 0035.007

PARCO HOME CENTER, INC.
(512) 863-4505

THANK YOU FOR SHOPPING AT PARCO !!!
WE APPRECIATE YOUR BUSINESS!!!
8/05/15 2:11PM DV 554 SALE

100111	2 EA	9.99 EA	19.95
G TAPE SILVER 30 YD	1 EA	6.49 EA	6.49
10397	1 EA	16.99 EA	16.99
WHISK BROOM EXD ALL CORN	12 EA	4.99 EA	59.88
10523	2 EA	19.99 EA	39.96
BROOM CORN JANITOR ACE			
1017565			
ACE ORG MRK SPRAY ACE170			
80594			
FIRE EXTING FIRE AWAY 100C			

SUB-TOTAL: 143.32 Tax: 11.82
BK CARD AMT: 155.14 TOTAL: 155.14
BK CARD#:

Total Items: 18



==> JRNLE1410
CUST #5

Customer Copy

THIS RECEIPT IS REQUIRED FOR RETURN
WITHIN 30 DAYS



DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.

Date: 8/5/15 Station: INTERSECTION to Station: B PULL BOXES

[illegible]

by	KUNEST COMPANY, LLC	Inspector
	Contractor	
		Area Engineer
	Signature and Title	

COMPLETED SOUTH
PARK RENOVATION, INSTALLED
NEW SIGNAGE

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.

County: Wilkeson Project: 612245 CSF: _____ Highway: _____

Date: 8/10/15 Station: INTERSECTION to Station: PULL BOXES

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT			LABOR						
Description	Hrs.	Rate	Amount	Classification and Name	Hour		Rate		Amount
					Reg.	O.T.	Reg.	O.T.	
PUMP TANK	9.5			ROB SHOCKMAN	8	1.5			
CAT 320 EXCAVATOR	9.5			FORDMAN KODNER RICHARD OPERATOR LEVI JONES LABORER	8	1.5			
					8	1.5			

[illegible]

by KURSI GARDEN, LLC Contractor Inspector

DIY MANAGEMENT Area Engineer

Signature and Title

EXCAVATED EXISTING, REMOVED & INSTALLED ASPHALT
PAVEMENT, INSTALLED NEW PAVEMENT ACROSS
EXISTING ROAD

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.

ON CHANGE ORDER NO.

County: Williamson Project: CR 245 CSJ: _____ Highway: _____

Date: 0-7-15 Station: _____ to Station: _____
PULL BOXES

[illegible][illegible]

by Kuest Gilmire LLC Contractor DIV. MAINT. 7-2 Inspector Area Engineer

RETURNED EXCESS ELECTRICAL MATERIAL
PURCHASED WASHED STONE 10LB PALL BOYES
INSTALLED WASHED STONE IN PALL BOYES



DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____

County: WASHINGTON Project: CR 245 CSJ: _____ Highway: _____
Date: 8/10/15 Station: INTERSECTION to Station: SHOULDER & PULL BOXES

EQUIPMENT				LABOR			
Description	Hrs.	Rate	Amount	Classification and Name	Hours	Rate	Amount
PLOW TRUCK	5			BOB SCHADDER	5		
CAT 420 BACKHOE	4			RONNEY KAJIMA	5		
CAT D-3 DOZER	4			OPERATOR	4		
HAULTRAILER	4			WESLEY PUGHNS	4		
WATER TRUCK	4			OPERATOR	4		
				LEU JONES			
				LABORER			
			Total				Total

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE	
Description	Quantity

by KIM GORDON, LLC Contractor
[Signature] Inspector
Signature and Title Area Engineer

CAT SHOULDER CUT, SPREAD MATERIAL w/ DOZER
EXCAVATED DOWN TO CURB/PAVE MATERIAL, SPREADED
EXTENDING SOME PRIOR TO PLACING MATERIAL

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO. _____



County: WILKINSON Project: CR 245 CSI: _____ Highway: _____
Date: 8/1/15 Station: INTERSECTION to Station: SHOULDER'S

STATEMENT OF EQUIPMENT AND LABOR									
EQUIPMENT			LABOR						
Description	Hrs.	Rate	Amount	Classification and Name	Hours	Rate	Amount	O.T.	Total
PICKUP TRUCK	9.5			PAUL SHAWNETT FOREMAN	8	1.5			
CAT 140M GRADER	3			DAVEY KILGUS OPERATOR	8	1.5			
CAT 420 BACKHOE	3			LEVI JONES LABORER	8				
CAT CP 56B POWER ROWER	1								
FURNITURE WATER TRENCH	6								
		Total							

STATEMENT OF MATERIALS ACTUALLY PLACED THIS DATE		
Description	Unit	Quantity
4 WALK BEHIND PILES CONCRETE	LS	18x95

by KWEST GROUP, LLC Contractor
Inspector DIV WALKER Area Engineer
Signature and Title

Rapid slope for shoulder's, EXCAVATED, RECONSTRUCTED TRAILS
Shaped disturbed areas, graded, compacted

Almighty Rentals
2534 Shell Road
Georgetown, TX 78628
(512) 868-3788
(512) 863-3675 FAX

515205
9001-001
TOOL RENTAL

1-513200	
Open Order	
Rent Date:	8/11/2015 8:55 AM
Due Date:	8/12/2015 8:55 AM
Return Date:	
Order Terms:	Due On Receipt
PO #:	
Job #:	

Ship To:

Customer Information
Kwest Group
1332 petaluma dr
Rockwall, TX 75007

Ship Via	Customer Drivers License	Cell Phone #	Fax Phone #
	28052513 TX	(214) 316-0895	
Contact Phone #	Sales Person Name	Employee Name	
	Nick Demiri	dvd	
Customer #	Authorized Contact Name		
6572			
Description	Qty Out	Qty In	Daily
PLATE COMPACTOR, BOMAG #1	1.00		
Item ID: 00572-001			
Serial: 811834032147			
	Weekly	Monthly	Per Unit
	\$150.00	\$477.00	\$45.00
			Extended
			\$65.00

Due Date: 8/12/2015 8:55 AM

Rent Date: 8/11/2015 8:55 AM

Serial: 811834032147

77.35
x1.15
\$88.95

Order Terms:

By signing this form, customer agrees to all terms and conditions as contained in the rental policy. Policy is posted at front counter and available at time of rental. The Rental Policy is also available at <http://www.almightyrentals.com/tool-equipment/policies.html>

PRINT NAME

Attention Account Customers: DO NOT PAY ON "OPEN ORDERS"

Open orders may not reflect final charges -- please pay off closed order or invoice

Monday - Friday 8:00am - 5:00pm
Saturday 8:00am - 4:00pm
Closed Sundays



Customer Signature

Transaction History	Date	Type	Amount	Next	Payment
8/11/2015	AMEX		\$77.35		1290

Barcode: 1 Return By: 8/12

Thank You For Your Business!
Period: 8/11/2015 - 8/12/2015



Rental Charges:	\$65.00
Damage Protection	\$7.80
Sub Total	\$72.80
Tax	\$4.55
Order Total	\$77.35
Amount Paid	\$77.35
Amount Due	\$0.00

DAILY REPORT OF FORCE ACCOUNT WORK
ON CHANGE ORDER NO.

County: WILKINSON Project: CR 245 CSI: _____ Highway: 211 TOPSON L

Date: VARIABLES Station: 0+50 to Station: 12+50

[illegible][illegible]



 KUEST GROUP, LLC DIV MANAGER
 Contractor

Inspector Area Engineer



KWEST GROUP

Civil Construction and Environmental Services

Attn: Ryan Rivera
HNTB
14 Galloping Road
Round Rock, TX 78681

November 20, 2015

Via email: rrivera@HNTB.com

RE: 15IFB102 CR 245 – Sign Relocation Change Request

Mr. Rivera:

We appreciate the opportunity to provide pricing on this project. Per the telephone conference call earlier. We propose to relocate tow SM RD SN UP & AM TY TWT (1) WS (P).

1. Kwest group has not made allowances in the proposed budget for survey, or location of new signs, please provide grade lath at each location.

Please provide an additive change order in the amount of: **\$855.60**

Thank you for providing us this opportunity. We look forward to performing this work. Please let us know when the work is approved, so we may release our subcontractor.

If we can provide any additional information, please feel free to contact the undersigned mobile phone at (214) 316-6895

Sincerely,

Rob Schackart – Division Manager

cc: 515205 – project file

Regional Office
5650 Blazer Parkway, Suite 179
Dublin, Ohio 43017
p: 614.734.4664
f: 614.734.1734

Main Office
8305 Fremont Pike
Perrysburg, Ohio 43551
p: 419.874.4284
f: 419.847.4306

Regional Office
20 Noble Court, Suite 145
Heath, TX 75032
p: 972.722.3874
f: 972.722.3875

Environmental Safety Services, Inc.

14101 W Highway 290 Suite #400C, Austin, Texas 78737
(Phone) 512.989.2259 – (Fax) 512.372.9375 stacey@essltx.com

**** CERTIFIED HUB / DBE / MBE CONTRACTOR ****

COA/TXDOT MBE/DBE #: VS0000012711, NCTRCA #: HMMB49674N0712, SCTRCA #: 210109005, HUB #: 1260203041800

Bid Date: October 27, 2015
Project: CR 245 Realignment
Owner: Williamson County

Proposal #: 1015165C.O.

Environmental Safety Services proposes to provide all the materials, labor, equipment and supervision necessary to perform the following work at the above referenced project per plans and specifications.

ITEM #	DESCRIPTION	UNIT	QUANTITIES	BID PRICE	EXT. PRICE
644-2059	RELOCATE SM RD SN SUP & AM TY TWT (1)WS(P)	EA	2.00	\$297.00	\$594.00
ADD	Mobilization due to separate move-in to do this work.	LS	1.00	\$150.00	\$150.00
				TOTAL	\$744.00

Notes:

All lane closures and traffic control are excluded.

All layout is excluded.

General Contractor to provide access and staging area for ESSi materials & equipment.

All maintenance is excluded.

All clearing, topsoil, soil preparation/ammendments, herbicide, mowing, weeding & watering are excluded.

Sign prices are based on installs & relocates in one/same move-in, or a \$150.00 mobilization charge will apply. No temporary signs, covering or turning of signs, solar or electrical is included.

Sign relocation pricing reflects new stubs only. If new posts or signs are needed, additional charges will apply.

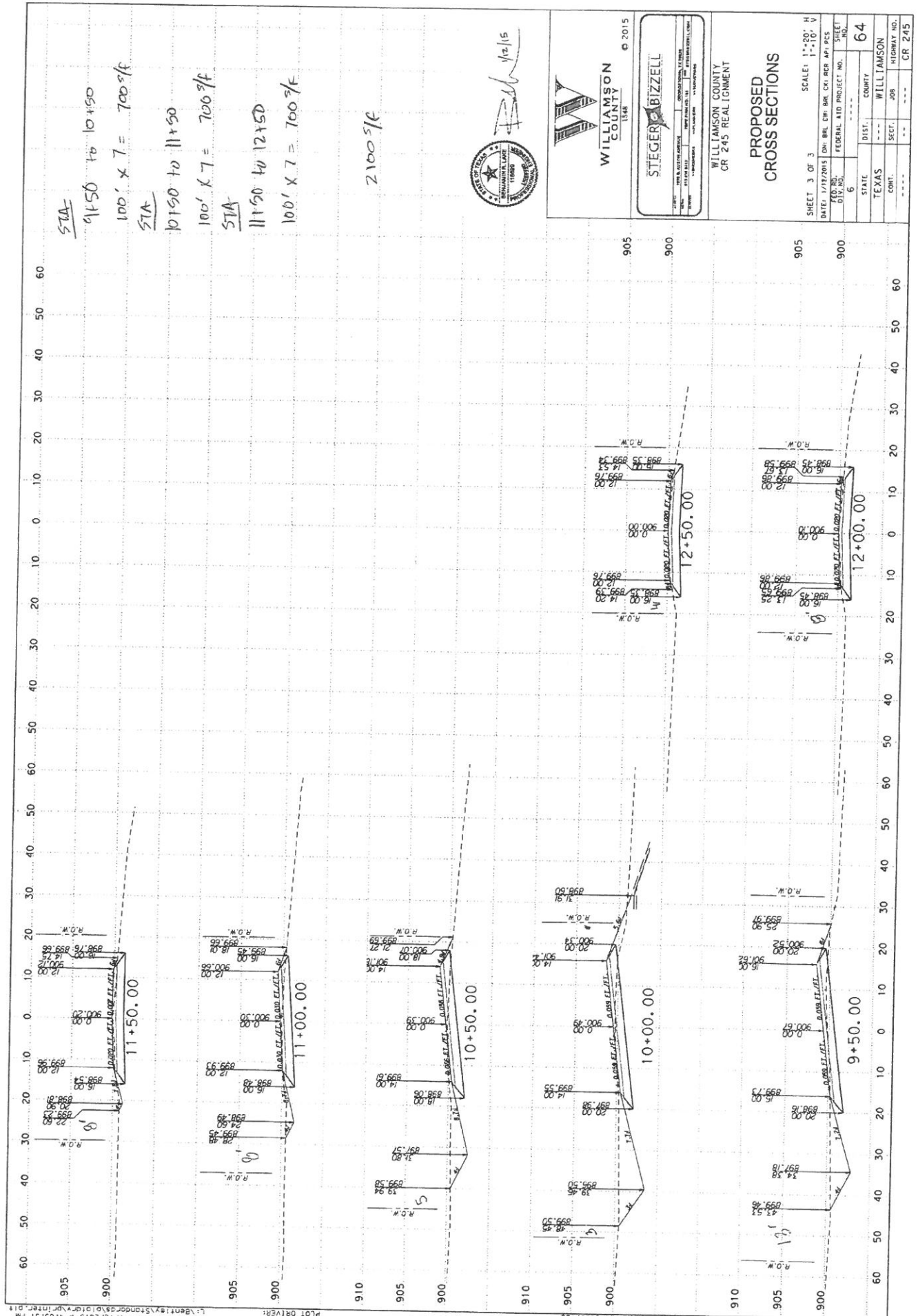
Pricing is good for thirty (30) days.

*****All bid prices are negotiable.*****

Respectfully submitted,
Stacey Reinhart, Estimator/Project Manager

Accepted _____

Date: _____



Commissioners Court - Regular Session**21.****Meeting Date:** 02/28/2017

CR 101 Preconstruction Notification

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

Information**Agenda Item**

Discuss, consider, and take any appropriate action regarding a Preconstruction Notification to the U.S. Army Corps. Of Engineers required as part of the Due Diligence Environmental Investigations on CR 101, a Road Bond Project in Commissioner Pct. 4.

Background

The CR 101 project requires U.S. Army Corps of Engineers approval of the Preconstruction Notification under Nationwide Permit 14 prior to construction. The permit authorizes activities required for the construction, expansion, modification, or improved of linear transportation projects in Waters of the U.S. on CR 101 needed to satisfy Environmental Due Diligence requirements. A Permit Application and Authorized Agent Form is required to authorize an employee of HDR, the environmental consultant, to submit the needed Preconstruction Notification for U.S. Army Corps of Engineers review and approval on behalf of the County.

Fiscal Impact

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

Attachments[CR 101 Preconstruction Notification](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:40 AM

U.S. Army Corps of Engineers (USACE) Fort Worth District



Nationwide Permit (NWP) Pre-Construction Notification (PCN) Form

This form integrates requirements of the Nationwide Permit Program within the Fort Worth District, including General and Regional Conditions. Please consult instructions included at the end prior to completing this form.

Contents

- **Description of NWP 14**
- **Part I:** NWP Conditions and Requirements Checklist
 - General Conditions Checklist
 - NWP 14-Specific Requirements Checklist
 - Regional Conditions Checklist
- **Part II:** Project Information Form
- **Part III:** Project Impacts and Mitigation Form
- **Part IV:** Attachments Form
- **Instructions**

DESCRIPTION OF NWP 14 – LINEAR TRANSPORTATION PROJECTS

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Part I: NWP Conditions and Requirements Checklist

To ensure compliance with the General Conditions (GC), in order for an authorization by a NWP to be valid, please answer the following questions:

1. Navigation (Applies to Section 10 waters [i.e. navigable waters of the U.S.], see instruction 4 for link to list):

- a. Does the project cause more than a minimal adverse effect on navigation?
☐ Yes ☐ No ☒ N/A
- b. Does the project require the installation and maintenance of any safety lights and signals prescribed by the U.S. Coast Guard on authorized facilities in navigable waters of the U.S.?
☐ Yes ☐ No ☒ N/A
- c. Does the Applicant understand and agree that if future operations by the U.S. require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Applicant will be required, upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the U.S.; and no claim shall be made against the U.S. on account of any such removal or alteration?
☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

2. Aquatic Life Movements:

- a. Does the project substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area? ☐ Yes ☒ No
- b. Is the project's primary purpose to impound water? ☐ Yes ☒ No
- c. Will culverts placed in streams be installed to maintain low flow conditions to sustain the movement of those aquatic species?
☒ Yes ☐ No ☐ N/A

If you answered yes to question a. or b. above, or if you answered no to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

3. Spawning Areas:

- a. Does the project avoid spawning areas during the spawning season to the maximum extent practicable? ☒ Yes ☐ No ☐ N/A
- b. Does the project result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area?
☐ Yes ☒ No ☐ N/A

If you answered no to question a. above, or if you answered yes to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

4. Migratory Bird Breeding Areas:

- a. Does the project avoid waters of the U.S. that serve as breeding areas for migratory birds to the maximum extent practicable? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

5. Shellfish Beds:

- a. Does the project occur in areas of concentrated shellfish populations? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

6. Suitable Material:

- a. Does the project use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.)?
☐ Yes ☒ No
- b. Is the material used for construction or discharged in a water of the U.S. free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act)? ☒ Yes ☐ No

If you answered yes to question a. above, or if you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

7. Water Supply Intakes:

- a. Does the project occur in the proximity of a public water supply intake? ☐ Yes ☒ No

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

8. Adverse Effects From Impoundments:

- a. Does the project create an impoundment of water? ☐ Yes ☒ No
- b. If you answered yes to question a. above, are the adverse effects (to the aquatic system due to accelerating the passage of water, and/or restricting its flow) minimized to the maximum extent practicable? ☐ Yes ☐ No ☒ N/A

If you answered no to question b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

9. Management of Water Flows:

- a. Does the project maintain the pre-construction course, condition, capacity, and location of open waters to the maximum extent practicable, for each activity, including stream channelization and storm water management activities? ☒ Yes ☐ No
- b. Will the project be constructed to withstand expected high flows? ☒ Yes ☐ No
- c. Will the project restrict or impede the passage of normal or high flows? ☐ Yes ☒ No

If you answered no to question a. or b. above, or if you answered yes to question c. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

10. Fills Within 100-Year Floodplains:

- a. Does the project comply with applicable FEMA-approved state or local floodplain management requirements? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

11. Equipment:

- a. Will heavy equipment working in wetlands or mudflats be placed on mats, or other measures be taken to minimize soil disturbance? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

12. Soil Erosion and Sediment Controls:

- a. Will the project use appropriate soil erosion and sediment controls and maintain them in effective operating condition throughout construction? ☒ Yes ☐ No
- b. Will all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, be permanently stabilized at the earliest practicable date?
☒ Yes ☐ No
- c. Be aware that if work will be conducted within waters of the U.S., Applicants are encouraged to perform that work during periods of low-flow or no-flow.

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

13. Removal of Temporary Fills:

- a. Will temporary fills be removed in their entirety and the affected areas returned to pre-construction elevations? ☒ Yes ☐ No ☐ N/A
- b. Will the affected areas be revegetated, as appropriate? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. or b. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

14. Proper Maintenance:

- a. Will any authorized structure or fill be properly maintained, including maintenance to ensure public safety? ☒ Yes ☐ No

If you answered no to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

15. Single and Complete Project:

- a. Does the Applicant certify that the project is a "single and complete project" as defined below? ☒ Yes ☐ No

Single and complete project: Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin

to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Independent utility: Defined as a test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

16. Wild and Scenic River:

There are no Wild and Scenic Rivers within the geographic boundaries of the Fort Worth District. Therefore, this GC does not apply.

17. Tribal Rights:

- a. Will the project or its operation impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

18. Endangered Species (see also Box 8 in Part III):

- a. Is the project likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or will the project directly or indirectly destroy or adversely modify the critical habitat of such species? ☐ Yes ☒ No
- b. Might the project affect any listed species or designated critical habitat? ☐ Yes ☒ No
- c. Is any listed species or designated critical habitat in the vicinity of the project?
☐ Yes ☒ No
- d. If the project "may affect" a listed species or critical habitat, has Section 7 consultation addressing the effects of the proposed activity been completed?
☐ Yes ☐ No ☒ N/A

If you answered yes to question a. or b. or c. above, or if you answered no to question d. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

19. Migratory Birds and Bald and Golden Eagles:

Does the project have the potential to impact nests, nesting sites, or rookeries of migratory birds, bald or golden eagles? ☐ Yes ☒ No ☐ N/A

If you answered yes to question above, you are responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to obtain any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act.

20. Historic Properties (see also Box 9 in Part III):

a. Does the project have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties?
☐ Yes ☒ No ☐ N/A

If you answered yes to question a. above, please explain how the project would be in compliance with this GC or be aware that the project would require an individual permit application:

21. Discovery of Previously Unknown Remains and Artifacts:

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, *you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed.* The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters:

a. Will the project impact critical resource waters, which include NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment? ☐ Yes ☒ No

If you answered yes to question a. above, be aware that discharges of dredged or fill material into waters of the U.S. are not authorized by NWP 14 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

23. Mitigation (see also Box 10 in Part III):

a. Will the project include appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal? ☒ Yes ☐ No ☐ N/A

If you answered no to question a. above, please include an explanation in Box 10 of why no mitigation would be necessary in order to be in compliance with this GC or be aware that the project would require an individual permit application.

24. Safety of Impoundment Structures:

- a. Has the impoundment structure been safely designed to comply with established state dam safety criteria or has it been designed by qualified persons? ☐ Yes ☐ No ☒ N/A

If you answered yes to question a above, non-federal applicants may be required to provide documentation that the design has been independently reviewed by similarly qualified persons with appropriate modifications to ensure safety. If you answered no, please include an explanation in Box 10 of why the structure is exempt from state dam safety criteria or be aware that the project may require an individual permit application.

25. Water Quality (see also Box 11 in Part III):

- a. If in Texas, does the project comply with the conditions of the TCEQ water quality certification for NWP 14? ☒ Yes ☐ No ☐ N/A
- b. If in "Indian Country," does the project comply with the conditions of the EPA water quality certification for NWPs? ☐ Yes ☐ No ☒ N/A
- c. If in Louisiana, does the project comply with the conditions of the LAEQ water quality certification for NWP 14? ☐ Yes ☐ No ☒ N/A

If you answered no to question a. or b. above, please be aware that the project would require an individual permit application.

26. Coastal Zone Management:

The Fort Worth District does not cover any Coastal Zone; therefore, this GC does not apply.

27. Regional and Case-By-Case Conditions:

See the Regional Conditions checklist below to ensure compliance with this GC.

28. Use of Multiple Nationwide Permits:

- a. Does the project use more than one NWP for a single and complete project?
☐ Yes ☒ No
- b. If you answered yes to question a. above, be aware that unless the project's acreage loss of waters of the U.S. authorized by the NWPs is below the acreage limit of the NWP with the highest specified acreage limit, no NWP can be issued and the project would require an individual permit application.

If you answered yes to question a. above, please explain how the project would be in compliance with this GC and what additional NWP number you intend to use:

29. Transfer of Nationwide Permit Verifications:

- a. Does the Applicant agree that if he or she sells the property associated with the nationwide permit verification, the Applicant may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate USACE district office to validate the transfer?
☒ Yes ☐ No

30. Compliance Certification:

- a. Does the Applicant agree that if he or she receives the NWP verification from the USACE, they must submit a signed certification regarding the completed work and any required mitigation (the certification form will be sent by the USACE with the NWP verification letter)?
☒ Yes ☐ No

31. Pre-Construction Notification:

a. Reason for notification

- ☐ The loss of waters of the United States exceeds 1/10-acre; or
☒ There is a discharge in a special aquatic site, including wetlands

b. Does the Applicant agree that he or she will not begin the project until either:

- 1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- 2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. ☒ Yes ☐ No

c. Does the Applicant agree that if the district or division engineer notifies the Applicant in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the Applicant cannot begin the activity until an individual permit has been obtained?

- ☒ Yes ☐ No

NWP 14-specific requirements checklist:

1. Does the project involve the construction, expansion, modification, or improvement of a linear transportation project? ☒ Yes ☐ No

If you answered no to question 1. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

2. Does the project cause the loss of greater than 1/2-acre non-tidal waters of the U.S. at any crossing considered a single and complete project? ☐ Yes ☒ No

If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

3. If the project involves any stream channel modification, including bank stabilization, is it limited to the minimum necessary to construct or protect the linear transportation project, and are such modifications in the immediate vicinity of the project? ☒ Yes ☐ No ☐ N/A

If you answered no to question 3. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

4. If the project involves non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars, would it use this NWP to authorize these features? ☐ Yes ☒ No

If you answered yes to question 4. above, be aware that the non-linear features of the project would not be authorized by a NWP 14 and may require an individual permit application.

5. Does each activity/crossing considered a single and complete project have independent utility? ☒ Yes ☐ No ☐ N/A

If you answered no to question 5. above, be aware that the project may require an individual permit application.

6. a. Will any temporary structures, fills, and work necessary to construct the project meet the criteria for maintaining flows, minimizing flooding, and withstanding high flows?

☒ Yes ☐ No ☐ N/A

- b. Will temporary structures and fills be removed in their entirety, and the affected areas be returned to pre-construction elevations and revegetated, as appropriate?

☒ Yes ☐ No ☐ N/A

If you answered no to question 6a. or 6b. above, be aware that the project would not be authorized by a NWP 14 and may require an individual permit application.

REGIONAL CONDITIONS CHECKLIST

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Texas, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Texas only):

1. Will the project include required compensatory mitigation at a minimum one-for-one ratio for all special aquatic sites that exceed 1/10 acre and require pre-construction notification, and for all losses to streams that exceed 300 linear feet and require pre-construction notification (unless the appropriate District Engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement)?
☒ Yes ☐ No ☐ N/A

If you answered no to question 1 above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

2. Does the project involve a discharge into habitat types that are wetlands (typically referred to as pitcher plant bogs) that are characterized by an organic surface soil layer and include vegetation such as pitcher plants (*Sarracenia* sp.), sundews (*Drosera* sp.), and sphagnum moss (*Sphagnum* sp.) or wetlands (typically referred to as bald cypress-tupelo swamps) comprised predominantly of bald cypress trees (*Taxodium distichum*), and water tupelo (*Nyssa aquatica*), that are occasionally or regularly flooded by fresh water with common associates including red maple (*Acer rubrum*), swamp privet (*Forestiera acuminata*), green ash (*Fraxinus pennsylvanica*), water elm (*Planera aquatica*), lizard's tail (*Saururus cernuus*), water mermaid weed (*Proserpinaca* spp.), buttonbush (*Cephalanthus occidentalis*), and smartweed (*Polygonum* spp.)? ☐ Yes ☒ No

If you answered yes to question 2. above, notification of the District Engineer is required in accordance with NWP GC 31, and the USACE will coordinate with other resource agencies as specified in NWP GC 31(d).

3. Is the project in the area of Caddo Lake within Texas that is designated as a "Wetland of International Importance" under the Ramsar Convention? ☐ Yes ☒ No

If you answered yes to question 3. above, notification of the District Engineer is required in accordance with NWP GC 31, and the USACE will coordinate with other resource agencies as specified in NWP GC 31(d)

4. **a.** Is the project in an area of Dallas, Denton, or Tarrant counties that is within the study area of the "Final Regional Environmental Impact Statement (EIS), Trinity River and Tributaries" (May 1986)? ☐ Yes ☒ No
b. If Yes, does the project meet the criteria and follow the guidelines specified in Section III of the Record of Decision for the Regional EIS, including the hydraulic impact requirements?
☐ Yes ☐ No ☒ N/A

If you answered no to question 4b. above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

5. Would the proposed work result in the modification or alteration of any completed Corps of Engineers projects that are either locally or federally maintained or if work would occur within the conservation pool or flowage easement of any Corps of Engineers lake project? ☐ Yes ☒ No

If you answered yes to question 5 above, the applicant shall notify the Fort Worth District Engineer in accordance with NWP GC 31. PCNs are not deemed complete until such a time as the Corps has made a determination relative to 33 USC Section 408, 33 CFR Part 208, Section 208.10, 33 CFR Part 320, Section 320.4. If you answered yes to question 3. above, notification of the District Engineer is required in accordance with NWP GC 31, and the USACE will coordinate with other resource agencies as specified in NWP GC 31(d)

6. Is there is the risk of transferring invasive plants to or from your project site? ☐ Yes ☒ No

If you answered yes to the question above, information concerning state specific lists of invasive species and threats can be found at: <http://www.invasivespeciesinfo.gov/unitedstates/tx.shtml>. Best management practices can be found at Information concerning state specific lists and threats can be found at: <http://www.invasivespeciesinfo.gov/unitedstates/tx.shtml>. Known zebra mussel waters within can be found at: <http://nas.er.usgs.gov/queries/zmbyst.asp>.

7. Would your project meet the scope of work and conditions of NWPs 51 or 52? ☐ Yes ☒ No

If you answered yes, the Corps will provide the PCN to the US Fish and Wildlife Service as specified in NWP General Condition 31(d)(2) for its review and comments.

To ensure compliance with the Regional Conditions within the Fort Worth District, in the State of Louisiana, in order for an authorization by a NWP to be valid, please answer the following questions (for projects in Louisiana only):

1. Does the activity cause the permanent loss of greater than 1/2 acre of seasonally inundated cypress swamp and/or cypress-tupelo swamp? ☐ Yes ☐ No

If you answered yes to question 1. above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

2. Does the activity cause the permanent loss of greater than 1/2 acre of pine savanna, pine flatwoods, and/or pitcher plant bogs? ☐ Yes ☐ No

If you answered yes to question 2. above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

3. Has the activity been determined to have an adverse impact upon a federal or state designated rookery and/or bird sanctuary? ☐ Yes ☐ No

If you answered yes to question 3. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

4. Does the activity fell or impact by soil compaction any existing den or candidate den trees within areas known to be occupied by the threatened Louisiana black bear? (Existing den trees are those known to be used or have evidence of being used by a denning Louisiana black bear, regardless of size, species, or proximity to water. Candidate den trees are defined as bald cypress and/or tupelo gum with visible cavities, having a minimum diameter-at-breast-height of 36 inches, and

associated with rivers, lakes, streams, bayous, sloughs, or other waterbodies.) Additionally, does the activity involve clearing within Louisiana black bear critical habitat? ☐ Yes ☐ No

If you answered yes to question 4. above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

5. Does the project involve instream activities in the following waterways: Abita River and tributaries; Abita River and tributaries; Amite River (LA Highway 37 at Grangeville to Port Vincent); Bayou Bartholomew in Morehouse Parish; Bayou Boeuf and Bayou Rapides Tributaries in Rapides Parish: (Bayou Clear, Brown Creek, Burney Branch, Castor Creek, Clear Creek, Haikey's Creek, Little Bayou Clear, Little Brushy Creek, Loving Creek, Little Loving Creek, Long Branch, Mack Branch, Patterson Branch, Valentine Creek, and Williamson Branch), Bayou Rigolette tributaries in Grant Parish (Beaver Creek, Black Creek, Chandler Creek, Clear Branch, Coleman Branch, Cress Creek, Cypress Creek, Gladly Hollow, Gray Creek, Hudson Creek, James Branch, Jordon Creek, Moccasin Branch, and Swafford Creek); Bogue Falaya River and Tributaries, Bogue Chitto River and Tributaries, Lake Borgne, Lake Ponchartrain and its tributaries, Lake Saint Catherine, Little Lake, Tchefuncta River, Little Tchefuncta River, the Rigolets and West Pearl River? ☐ Yes ☐ No

If you answered yes to question 5. above, notification of the District Engineer is required in accordance with NWP GC 31 due to the occurrence of threatened or endangered species.

6. To the best of the applicant's knowledge, is any excavated and/or fill material to be placed within wetlands free of contaminants? ☐ Yes ☐ No ☐ N/A

If you answered no to question 6. above, be aware that the project would not be authorized by a NWP 14 and would require an individual permit application.

7. Regional Condition 7 applies to work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana, and therefore does not apply in the USACE Fort Worth District. Work in these areas may require coordination with the USACE Galveston or New Orleans districts.
8. Does the activity adversely affect greater than 1/10 acre of wetlands, and/or adversely impact a designated Natural and Scenic River, a state or federal wildlife management area, and/or refuge? ☐ Yes ☐ No

If you answered yes to question 8. above, notification of the District Engineer is required in accordance with NWP GC 31.

9. For activities involving the installation of a culvert, is twenty percent (20%) of the culvert diameter (20 percent of the height of elliptical culverts) installed below the natural grade of the stream. ☐ Yes ☐ No

If you answered no to question 9 above, be aware that the project would not be authorized by a NWP and would require an individual permit application.

10. Be aware that NWP 14, via disavowal of Coastal Zone certification by the Louisiana Department of Natural Resources, is considered denied without prejudice within the Louisiana Coastal Zone. Individual requests for approval under NWP 14 will be conditioned to require the applicant to

obtain a Louisiana Department of Natural Resources determination/certification before the NWP is valid.

Note: This specific regional condition for NWP 14 applies to work within the Louisiana Coastal Zone and/or the Outer Continental Shelf off Louisiana, and therefore does not apply in the USACE Fort Worth District. Work in these areas may require coordination with the USACE Galveston or New Orleans districts.

Additional Discussion:

Part II: Project Information (*Project No. SWF-*)

Box 1 Project Name: County Road 101 – US 79 to Chandler Road		Applicant Name	
Applicant Title		Applicant Company, Agency, etc. Williamson County, Texas	
Mailing Address 3151 S. E. Inner Loop, Georgetown, TX 78626		Applicant's internal tracking number (if any)	
Work Phone with area code 512-943-3300	Home Phone with area code	Fax #	E-mail Address
Relationship of applicant to property: <input type="checkbox"/> Owner <input type="checkbox"/> Purchaser <input type="checkbox"/> Lessee <input checked="" type="checkbox"/> Other: Owner's representative			
Application is hereby made for verification that subject regulated activities associated with subject project qualify for authorization under a USACE nationwide permit or permits as described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agency to which this application is made the right to enter the above-described location to inspect the proposed, in-progress, or completed work. I agree to start work <u>only</u> after all necessary permits have been received.			
Signature of applicant			Date (mm/dd/yyyy)

Box 2 Authorized Agent/Operator Name and Signature: <i>(If an agent is acting for the applicant during the permit process)</i> James Thomas, PWS, CWB			
Agent/Operator Title Vice President		Agent/Operator Company, Agency, etc. HDR Engineering, Inc.	
Mailing Address 4401 West Gate Blvd., Suite 400, Austin, TX 78745			
E-mail Address james.thomas@hdrinc.com			
Work Phone with area code 512-912-5129	Home Phone with area code	Fax # 512-912-5158	Cell Phone #
I hereby authorize the above-named agent to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application. I understand that I am bound by the actions of my agent, and I understand that if a federal or state permit is issued, I, or my agent, must sign the permit.			
Signature of applicant			Date (mm/dd/yyyy)
I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate.			
Signature of authorized agent			Date (mm/dd/yyyy)

Box 3 Name of property owner, if other than applicant: <input checked="" type="checkbox"/> Multiple Current Owners <i>(See Attachment H)</i>	
Owner Title	Owner Company, Agency, etc.

Mailing Address	
Work Phone with area code	Home Phone with area code

Box 4 Project location, including street address, city, county, state, and zip code where proposed activity will occur: County Road 101 between US 79 and Chandler Road approximately 3-4 miles west of Taylor, Williamson County, Texas 76574 and 78634.
Nature of Activity (Description of project; include all features; see instructions): Roadway expansion and improvements.
Project Purpose (Description of the reason or purpose of the project; see instructions): To provide safe and effective transportation and enhance mobility for the growing population in Williamson County.
Has a delineation of waters of the U.S., including wetlands, been completed? (see instructions) <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No If a delineation has been completed, has it been verified in writing by the USACE? <input type="checkbox"/> Yes, Date of approved or preliminary jurisdictional determination (mm/dd/yyyy): USACE Project: <input checked="" type="checkbox"/> No
Are color photographs of the existing conditions available? <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No Are aerial photographs available? <input checked="" type="checkbox"/> Yes, Attached <input type="checkbox"/> No
<input checked="" type="checkbox"/> Multiple Single and Complete Crossings (If multiple single and complete crossings, check here and complete the table in Attachment C)
Waterbody(ies) (if known; otherwise enter "an unnamed tributary to"): Little Mustang Creek, Mustang Creek, North Fork Mustang Creek
Latitude & longitude (Decimal Degrees): Little Mustang Creek: 30.573 N, -97.4926 W; Mustang Creek: 30.5847 N; -97.4977; North Fork Mustang Creek: 30.6016 N, -97. 5042.
USGS Quad map name(s): Taylor, Texas and Hutto, Texas
Watershed(s) and other location descriptions, if known: San Gabriel Watershed - 12070205
Directions to the project location: From Round Rock, Texas travel east on US 79 for approximately 12 miles to County Road 101. From Taylor, Texas proceed west on US 79 for approximately 3 miles to County Road 101.

Part III: Project Impacts and Mitigation

Box 5 Reason(s) for Discharge into waters of the U.S.: Temporary and permanent fill for roadway construction.
Type(s) of material being discharged and the amount of each type in cubic yards: 111 yds ³ of structural concrete and 967 yds ³ of embankment fill
Total surface area (in acres) of wetlands or other waters of the U.S. to be filled: 0.455

Indicate the proposed impacts to **waters of the U.S.** in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams), and identify the impact(s) as permanent and/or temporary for each waterbody type listed below. For projects with multiple single and complete crossings, the table below should indicate the cumulative totals of those single and complete crossings that require notification as outlined in Part I, GC question 31, and would not determine the threshold for whether a project qualifies for a NWP. The table below is intended as a tool to summarize impacts by resource type for planning compensatory mitigation and does not replace the summary table of single and complete crossings in Attachment D for those projects with multiple single and complete crossings.

Waterbody Type	Permanent		Temporary	
	Acres	Linear feet	Acres	Linear feet
Non-forested wetland	0.329	--		--
Forested wetland	0	--	0	--
Perennial stream	0	0	0	0
Intermittent stream	0.126	238	0.335	898
Ephemeral stream	0	0	0	0
Impoundment	0	--	0	--
Other:	0	0	0	0
Total:	0.455	238	0.335	898

Potential indirect and/or cumulative impacts of proposed discharge (if any):
N/A

Required drawings (see instructions):

Vicinity map: ☒ Attached

To-scale plan view drawing(s): ☒ Attached

To-scale elevation and/or cross section drawing(s): ☒ Attached

Is any portion of the work already complete? ☐ Yes ☒ No

If yes, describe the work:

Box 6 Authority: (see instructions)

Is Section 10 of the Rivers and Harbors Act for projects affecting navigable waters applicable?

☐ Yes ☒ No (see Fort Worth District Navigable Waters list)

Is Section 404 of the Clean Water Act applicable? ☒ Yes ☐ No

Box 7 Larger Plan of Development:

Is the discharge of fill or dredged material for which Section 10/404 authorization is sought intended for a linear transportation project which is part of a larger plan of development?

☐ Yes ☒ No (If yes, please provide the information in the remainder of Box 7)

Does the linear transportation project have independent utility in addition to the larger plan of development (e.g., major arterial, through connection, etc.)? ☐ Yes ☐ No

If yes, explain: N/A

If discharge of fill or dredged material is part of development, name and proposed schedule for that larger development (start-up, duration, and completion dates): N/A
Location of larger development (If discharge of fill or dredged material is part of a plan of development, a map of suitable quality and detail for the entire project site should be included): N/A
Total area in acres of entire project area (including larger plan of development, where applicable): N/A

Box 8 Federally Threatened or Endangered Species (see instructions) Please list any federally-listed (or proposed) threatened or endangered species or critical habitat potentially affected by the project (use scientific names (i.e., genus species), if known): None anticipated, see Attachment E.
Have surveys, using U.S. Fish and Wildlife Service (USFWS) protocols, been conducted? <input type="checkbox"/> Yes, Report attached <input checked="" type="checkbox"/> No (explain): No suitable habitat so none necessary.
If a federally-listed species would potentially be affected, please provide a description and a biological evaluation. <input type="checkbox"/> Yes, Report attached <input checked="" type="checkbox"/> Not attached
Has Section 7 consultation been initiated by another federal agency? <input type="checkbox"/> Yes, Initiation letter attached <input checked="" type="checkbox"/> No
Has Section 10 consultation been initiated for the proposed project? <input type="checkbox"/> Yes, Initiation letter attached <input checked="" type="checkbox"/> No
Has the USFWS issued a Biological Opinion? <input type="checkbox"/> Yes, Report attached <input checked="" type="checkbox"/> No If yes, list date Opinion was issued (mm/dd/yyyy):

Box 9 Historic properties and cultural resources

Please list any historic properties listed (or eligible to be listed) on the National Register of Historic Places which the project has the potential to affect:

To meet the requirements of the Texas Antiquities Code (Antiquities Permit No. 7694), a full Phase 1 intensive pedestrian survey of the project area was conducted on 25-26 July 2016. A review of the Texas Historic Commission's (THC) Archeological Sites Atlas (Atlas) indicates that, within a one-mile buffer zone, there have been three archaeological surveys conducted, and one archaeological site (41WM767) has been recorded (Attachment F). According to the Atlas, no Official Texas Historical Markers, Recorded Texas Historic Landmarks, previous structure inventories, cemeteries, SALs, or NRHP eligible or listed resources or districts are located within one mile of the project area. Authorization by SHPO for project to proceed was received on 11/10/16.

Object ID	Agency	Report Title	Contractor	Year	Comments/ Recommendations
19831	TxDOT	Intensive Archeological Survey of the Farm-to-Market Road 1660 Realignment Project, Hutto, Williamson County, Texas	Horizon ESI	2011	TAC# 5788
4241	TDHPT	—	—	1976	—
13275	—	—	—	—	No survey information available

Has an archaeological records search been conducted?

☒ Yes, Report attached in Attachment F ☐ No (explain):

Are any cultural resources of any type known to exist on-site?

☐ Yes ☒ No

Has an archaeological pedestrian survey been conducted for the site?

☒ Yes, Report attached ☐ No (explain): Phase 1 report in production

Has Section 106 or SHPO consultation been initiated by another federal or state agency?

☒ Yes, Initiation letter attached ☐ No

Has a Section 106 MOA been signed by another federal agency and the SHPO?

☐ Yes, Attached ☒ No

If yes, list date MOA was signed (mm/dd/yyyy):

Box 10 Proposed Conceptual Mitigation Plan Summary (see instructions)

Measures taken to avoid and minimize impacts to waters of the U.S. (if any):

Stream crossings are to be spanned by bridges; temporary impacts will be restored.

Applicant proposes combination of one or more of the following mitigation types:

☒ Mitigation Bank ☐ On-site ☐ Off-site (Number of sites:) ☐ None

Applicant proposes to purchase mitigation bank credits: ☒ Yes ☐ No

Mitigation Bank Name: Steele Creek Mitigation Bank

Number of Credits: 1.30

Indicate in ACRES (for wetlands and impoundments) and LINEAR FEET (for rivers and streams) the total quantity of waters of the U.S. proposed to be created, restored, enhanced, and/or preserved for purposes of providing compensatory mitigation. Indicate mitigation site type (on- or off-site) and number. Indicate waterbody type (non-forested wetland, forested wetland, perennial stream, intermittent stream, ephemeral stream, impoundment, other) or non-jurisdictional (uplands¹).

Mitigation Site Type and Number	Waterbody Type	Created	Restored	Enhanced	Preserved
N/A					
Totals:					

¹ For uplands, please indicate if designed as an upland buffer.

Summary of Mitigation Work Plan (Describe the mitigation activities listed in the table above):
N/A; Proposed purchase of mitigation credits.

If no mitigation is proposed, provide a detailed explanation of why no mitigation would be necessary to ensure that adverse effects on the aquatic environment are minimal: N/A

Has a conceptual mitigation plan been prepared in accordance with the USACE regulations and guidelines?

☒ Yes, Attached ☐ No (explain):

Mitigation site(s) latitude & longitude (Decimal Degrees): 31.2439° N, 96.3381° W	USGS Quad map name(s): Marquez, Texas
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Other location descriptions, if known:

Lower Brazos River basin in northeast Robertson County.

Directions to the mitigation location(s): Steele Creek floodplain, approximately 5 miles west of the City of Marquez, in Robertson County, Texas.

Box 11 Water Quality Certification (see instructions):

For Texas:

Does the project meet the conditions of the Texas Commission on Environmental Quality (TCEQ) Clean Water Act Section 401 certification for NWP 14? ☒ Yes ☐ No

Does the project include soil erosion control and sediment control Best Management Practices (BMPs)? ☒ Yes ☐ No

Does the project include BMPs for post-construction total suspended solids control?
☒ Yes ☐ No

For Louisiana:

LDEQ has issued water quality certification for NWP 14 without conditions.

For Tribal Lands ("Indian Country"):

Does the project meet the conditions of the EPA water quality certification for NWPs?
☐ Yes ☐ No

Box 12 List of other certifications or approvals/denials received from other federal, state, or local agencies for work described in this application:

Agency	Approval Type²	Identification No.	Date Applied	Date Approved	Date Denied
Texas Historical Commission (THC)	Email from THC / Hard copy from THC	Texas Antiquities Permit No. 7694	May 16, 2016	June 21, 2016 (email) / July 15, 2016 (hard copy)	N/A
Texas Historical Commission (THC)	Email from THC / Hard copy from THC	Texas Antiquities Permit No. 7694	Report Submitted November 10, 2016	November 10, 2016	N/A

² Would include but is not restricted to zoning, building, and floodplain permits

Part IV: Attachments

	Included
A. Delineation of Waters of the U.S., Including Wetlands	<input checked="" type="checkbox"/>
B. Color Photographs	<input checked="" type="checkbox"/>
C. Summary Table of Single and Complete Crossings	<input checked="" type="checkbox"/>
D. Required Drawings/Figures	<input checked="" type="checkbox"/>
E. Threatened or Endangered Species Information	<input checked="" type="checkbox"/>
F. Historic Properties and Cultural Resources Information	<input checked="" type="checkbox"/>
G. Conceptual Mitigation Plan	<input checked="" type="checkbox"/>
H. Other: List of Adjacent Landowners	<input checked="" type="checkbox"/>

End of Form

Commissioners Court - Regular Session**22.****Meeting Date:** 02/28/2017

Quitclaim Deed

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

Information**Agenda Item**

Discuss, consider and take appropriate action to authorize the County Judge to execute a Quitclaim Deed abandoning a portion of CR 266.

Background

Fiscal Impact

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

AttachmentsQuitclaim Deed

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:41 AM

QUITCLAIM DEED

THE STATE OF TEXAS

'

' **KNOW ALL MEN BY THESE PRESENTS:**

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 LICENSE NUMBER

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Larkspur Community Development, Inc., a Texas corporation, whose address is 9111 Jollyville Road, Suite 111, Austin, Travis County, Texas 78759, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has Quitclaimed and does by these presents Bargain, Sell, Release and forever Quitclaim unto Larkspur Community Development, Inc., a Texas corporation, hereinafter referred to as Grantee, all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor unless otherwise agreed between Grantor and Grantee in writing. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY AS IS IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

EXHIBIT "A"

Page 1 of 14



METES AND BOUNDS DESCRIPTION

BEING 7.113 ACRES OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, BOTH IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF WILLIAMSON COUNTY ROAD 266 (R.O.W. VARIES), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found for the northeast corner of a 230.70 acre tract of land conveyed to Caughfield Ranch Ltd. by instrument of record in Doc. No. 2014074560 of the Official Public Records of Williamson County, the southeast corner of Lot 2, Hamilton Subdivision, a subdivision of record in Doc. No. 1993014740 of the Official Public Records of Williamson County, Texas, the northeast corner of a 4.01 acre tract of land conveyed to David Harp and Cynthia Marie Caughfield Harp by instrument of record in Doc. No. 1996021719 of the Official Public Records of Williamson County, and being in the westerly right-of-way line of said Williamson County Road 266, from which a 1/2" rebar found for an angle point in the north line of said 230.70 acre tract and the south line of said Lot 2, Hamilton Subdivision, bears South 72°09'38" West a distance of 259.54 feet (record - South 72°09'38" West a distance of 259.54 feet) [Point of Commencing Coordinates: Northing=10,202,718.53; Easting= 3,075,492.25];

THENCE North 58°49'44" East, crossing through the right-of-way of Williamson County Road 266, a distance of 35.72 feet to a 1/2" rebar found for the northwest corner of a 3.16 acre tract of land conveyed to the Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County, Texas, the southwest corner of a 5.94 acre tract of land conveyed to Carolyn Miller and Leonard Miller by deed of record in Volume 681, Page 342 of the Deed Records of Williamson County, Texas, and being in the easterly right-of-way line of Williamson County Road 266,

THENCE South 10°30'51" East (record - South 10°30'51" East), along the west line of said 3.16 acre tract and the easterly right-of-way line of Williamson County Road 266, a distance of 30.38 feet (record - 30.38 feet) to a 1/2" rebar found for the southwest corner of the 3.16 acre tract and the northwest corner of a 1.43 acre tract of land conveyed to Chisholm Trail Special Utility District by instrument of record in Doc. No. 2012071092 of the Official Public Records of Williamson County, Texas;

THENCE South 12°46'29" East (record - South 12°46'29" East), along the west line of said 1.43 acre tract and the easterly right-of-way line of Williamson County Road 266, a distance of 25.23 feet (record - 25.23 feet) to a 1/2" rebar found for the southwest corner of the 1.43 acre tract and the northwest corner of a 327.79 acre tract of land conveyed to Caughfield Ranch Ltd. by said instrument of record in Doc. No. 2014074560 of the Official Public Records of Williamson County, Texas;

THENCE along the westerly line of said 327.79 acre tract and the easterly right-of-way line of Williamson County Road 266, the following fifty one (51) courses:

1. South 12°46'29" East (record - South 12°46'29" East) a distance of 55.69 feet to steel fence post found for corner;
2. South 13°15'16" East a distance of 67.93 feet (record - South 13°15'16" East a distance of 67.93 feet) to a 1/2" rebar found;
3. South 17°57'38" East a distance of 192.26 feet (record - South 17°57'38" East a distance of 192.26 feet) to a 1/2" rebar found;
4. South 26°13'46" East a distance of 46.09 feet (record - South 26°13'46" East a distance of 581.24 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the POINT OF BEGINNING [Point of Beginning Coordinates: Northing=10,202,337.87; Easting=3,075,641.49];
5. South 26°13'46" East a distance of 535.15 feet (record - South 26°13'46" East a distance of 581.24 feet) to a 1/2" rebar found;
6. South 27°50'09" East a distance of 386.84 feet (record - South 27°50'09" East a distance of 386.84 feet) to a 1/2" rebar found;
7. South 29°06'17" East a distance of 437.83 feet (record - South 29°06'17" East a distance of 437.83 feet) to a 60d nail found;
8. South 36°52'51" East a distance of 53.64 feet (record - South 36°52'51" East a distance of 53.64 feet) to a 1/2" rebar found;
9. South 45°39'04" East a distance of 174.54 feet (record - South 45°39'04" East a distance of 174.54 feet) to a 60d nail found;
10. South 49°47'23" East a distance of 101.30 feet (record - South 49°47'23" East a distance of 101.30 feet) to a 60d nail found;
11. South 58°44'40" East a distance of 240.81 feet (record - South 58°44'40" East a distance of 240.81 feet) to a 60d nail found;
12. South 61°47'42" East a distance of 242.11 feet (record - South 61°47'42" East a distance of 242.11 feet) to a 60d nail found;
13. South 62°46'02" East a distance of 79.62 feet (record - South 62°46'02" East a distance of 79.62 feet) to a 60d nail found;
14. South 63°36'05" East a distance of 22.35 feet (record - South 63°36'05" East a distance of 22.35 feet) to a 1/2" rebar found;
15. South 71°12'58" East a distance of 218.95 feet (record - South 71°12'58" East a distance of 218.95 feet) to a 60d nail found;
16. South 60°15'04" East a distance of 55.78 feet (record - South 60°15'04" East a distance of 55.78 feet) to a 1/2" rebar found;

17. South 60°47'05" East a distance of 115.69 feet (record - South 60°47'05" East a distance of 115.69 feet) to a 1/2" rebar found;
18. South 54°51'18" East a distance of 71.89 feet (record - South 54°51'18" East a distance of 71.89 feet) to a 60d nail found;
19. South 57°20'46" East a distance of 51.68 feet (record - South 57°20'46" East a distance of 51.68 feet) to a 1/2" rebar found;
20. South 57°27'15" East a distance of 160.15 feet (record - South 57°27'15" East a distance of 160.15 feet) to a 60d nail found;
21. South 60°08'02" East a distance of 116.38 feet (record - South 60°08'02" East a distance of 116.38 feet) to a 1/2" rebar found;
22. South 58°09'02" East a distance of 178.14 feet (record - South 58°09'02" East a distance of 178.14 feet) to a 1/2" rebar found;
23. South 58°37'10" East a distance of 215.17 feet (record - South 58°37'10" East a distance of 215.17 feet) to a 1/2" rebar found;
24. South 59°02'12" East a distance of 88.23 feet (record - South 59°02'12" East a distance of 88.23 feet) to a 1/2" rebar found;
25. South 58°49'06" East a distance of 139.71 feet (record - South 58°49'06" East a distance of 139.71 feet) to a 1/2" rebar found;
26. South 54°16'13" East a distance of 57.61 feet (record - South 54°16'13" East a distance of 57.61 feet) to a 1/2" rebar found;
27. South 53°44'13" East a distance of 101.89 feet (record - South 53°44'13" East a distance of 101.89 feet) to a 1/2" rebar found;
28. South 36°08'55" East a distance of 82.59 feet (record - South 36°08'55" East a distance of 82.59 feet) to a 1/2" rebar found;
29. South 37°05'41" East a distance of 94.55 feet (record - South 37°05'41" East a distance of 94.55 feet) to a 1/2" rebar found;
30. South 36°40'10" East a distance of 136.61 feet (record - South 36°40'10" East a distance of 136.61 feet) to a 1/2" rebar found;
31. South 38°45'21" East a distance of 234.78 feet (record - South 38°45'21" East a distance of 234.78 feet) to a 1/2" rebar found;
32. South 29°55'12" East a distance of 263.41 (record - South 29°55'12" East a distance of 263.41) feet to a 1/2" rebar found;
33. South 21°53'31" East a distance of 108.62 feet (record - South 21°53'31" East a distance of 108.62 feet) to a 1/2" rebar found;

34. South 08°52'38" East a distance of 59.36 feet (record - South 08°52'38" East a distance of 59.36 feet) to a 60d nail found;
35. South 03°12'51" East a distance of 41.32 feet (record - South 03°12'51" East a distance of 41.32 feet) to a 60d nail found;
36. South 00°25'19" West a distance of 51.00 feet (record - South 00°25'19" West a distance of 51.00 feet) to a 1/2" rebar found;
37. South 09°04'57" West a distance of 84.09 feet (record - South 09°04'57" West a distance of 84.09 feet) to a 1/2" rebar found;
38. South 09°03'35" West a distance of 325.14 feet (record - South 09°03'35" West a distance of 325.14 feet) to a 1/2" rebar found;
39. South 04°18'06" West a distance of 59.61 feet (record - South 04°18'06" West a distance of 59.61 feet) to a 1/2" rebar found;
40. South 03°58'46" West a distance of 154.32 feet (record - South 03°58'46" West a distance of 154.32 feet) to a 1/2" rebar found;
41. South 03°28'12" West a distance of 45.34 feet (record - South 03°28'12" West a distance of 45.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
42. South 70°13'23" East a distance of 14.05 feet (record - South 70°13'23" East a distance of 14.05 feet) to a 1/2" rebar found;
43. South 00°48'25" West a distance of 132.62 feet (record - South 00°48'25" West a distance of 132.62 feet) to a 60d nail found;
44. South 03°09'58" West a distance of 127.35 feet (record - South 03°09'58" West a distance of 127.35 feet) to a 1/2" rebar found;
45. South 03°09'03" West a distance of 177.62 feet (record - South 03°09'03" West a distance of 177.62 feet) to a 60d nail found in the base of a tree;
46. South 03°21'57" West a distance of 152.83 feet (record - South 03°21'57" West a distance of 152.83 feet) to a 1/2" rebar found;
47. South 08°13'20" East a distance of 152.73 feet (record - South 08°13'20" East a distance of 152.73 feet) to a 60d nail found in the base of a tree;
48. South 08°37'57" East a distance of 75.27 feet (record - South 08°37'57" East a distance of 75.27 feet) to a 1/2" rebar found;
49. South 14°23'15" East a distance of 103.26 feet (record - South 14°23'15" East a distance of 103.26 feet) to a 1/2" rebar found;
50. South 17°11'25" East a distance of 443.82 feet (record - South 17°11'25" East a distance of 443.82 feet) to a 60d nail found in the base of a tree,

51. South 24°25'57" East a distance of 93.03 feet (record - South 24°25'57" East a distance of 93.03 feet) to a 1/2" rebar found;

THENCE South 57°43'42" West, crossing through the right-of-way of Williamson County Road 266, a distance of 118.98 feet to a 60d nail found in the base of a tree in the westerly right-of-way of Williamson County Road 266 and the easterly line of the 230.70 acre tract, from which a calculated point in the approximate centerline of the South San Gabriel River, for the southeast corner of the 230.70 acre tract, and being in the north line of Lot 47, South San Gabriel Ranches, a subdivision of record in Volume B, Pages 86-87 of the Plat Records of Williamson County, Texas, bears South 29°51'22" West (record - South 29°51'22" West), passing at a distance of 84.99 feet (record - 84.99 feet) a 1/2" rebar found, and continuing for a total distance of 200.88 feet (record – 200.88 feet);

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of Williamson County Road 266, the following fifty three (53) courses:

1. North 13°14'54" West a distance of 286.23 feet (record - North 13°14'54" West a distance of 286.23 feet) to a calculated point;
2. North 14°47'56" West a distance of 32.45 feet (record - North 14°47'56" West a distance of 32.45 feet) to a calculated point;
3. North 10°38'15" West a distance of 12.99 feet (record - North 10°38'15" West a distance of 12.99 feet) to a 60d nail found;
4. North 14°23'21" West a distance of 158.55 feet (record - North 14°23'21" West a distance of 158.55 feet) to a 1/2" rebar found;
5. North 20°38'34" West a distance of 141.41 feet (record - North 20°38'34" West a distance of 141.41 feet) to a 1/2" rebar found;
6. North 01°07'22" West a distance of 173.37 feet (record - North 01°14'59" West a distance of 173.37 feet) to a 60d nail found in the base of a tree;
7. North 02°17'45" East a distance of 378.35 feet (record - North 02°17'45" East a distance of 378.35 feet) to a 1/2" rebar found;
8. North 00°33'19" East a distance of 242.63 feet (record - North 00°33'19" East a distance of 242.63 feet) to a 60d nail found in the base of a tree;
9. North 02°40'01" East a distance of 280.55 feet (record - North 02°40'01" East a distance of 280.55 feet) to a 60d nail found in the base of a tree;
10. North 67°58'02" East a distance of 11.20 feet (record - North 67°58'02" East a distance of 11.20 feet) to a 60d nail found in the base of a tree;
11. North 08°51'22" East a distance of 377.06 feet (record - North 08°51'22" East a distance of 377.06 feet) to a 60d nail found in the base of a tree;
12. North 04°05'37" West a distance of 39.38 feet (record - North 04°05'37" West a distance of 39.38 feet) to a 60d nail found in the base of a tree;

13. North 12°10'36" West a distance of 37.58 feet (record - North 12°10'36" West a distance of 37.58 feet) to a cotton spindle found;
14. North 12°11'02" West a distance of 25.73 feet (record - North 12°11'02" West a distance of 25.73 feet) to a 60d nail found in the base of a tree;
15. North 18°45'47" West a distance of 48.38 feet (record - North 18°45'47" West a distance of 48.38 feet) to a 60d nail found in the base of a tree;
16. North 24°39'36" West a distance of 130.90 feet (record - North 24°39'36" West a distance of 130.90 feet) to a 1/2" rebar found;
17. North 32°09'56" West a distance of 298.43 feet (record - North 32°09'56" West a distance of 298.43 feet) to a 60d nail found in the base of a tree;
18. North 43°21'48" West a distance of 165.76 feet (record - North 43°21'48" West a distance of 165.76 feet) to a 60d nail found in the base of a tree;
19. North 33°10'54" West a distance of 89.81 feet (record - North 33°10'54" West a distance of 89.81 feet) to a 60d nail found in the base of a tree;
20. North 36°25'01" West a distance of 31.64 feet (record - North 36°25'01" West a distance of 31.64 feet) to a 1/2" rebar found;
21. North 33°36'25" West a distance of 99.11 feet (record - North 33°36'25" West a distance of 99.11 feet) to a 1/2" rebar found;
22. North 47°28'03" West a distance of 36.60 feet (record - North 47°28'03" West a distance of 36.60 feet) to a 60d nail found in the base of a tree;
23. North 51°53'59" West a distance of 181.09 feet (record - North 51°53'59" West a distance of 181.09 feet) to a 60d nail found in the base of a tree;
24. North 56°53'38" West a distance of 47.23 feet (record - North 56°53'38" West a distance of 47.23 feet) to a 60d nail found in the base of a tree;
25. North 59°52'58" West a distance of 163.67 feet (record - North 59°52'58" West a distance of 163.67 feet) to a 60d nail found in the base of a tree;
26. North 57°23'18" West a distance of 77.00 feet (record - North 57°23'18" West a distance of 77.00 feet) to a 1/2" rebar found;
27. North 55°41'55" West a distance of 36.69 feet (record - North 55°41'55" West a distance of 36.69 feet) to a 1/2" rebar found;
28. North 58°42'01" West a distance of 93.89 feet (record - North 58°42'01" West a distance of 93.89 feet) to a fence post found for corner;
29. North 58°00'16" West a distance of 134.29 feet (record - North 58°00'16" West a distance of 134.29 feet) to a 1/2" rebar found;

30. North 57°57'23" West a distance of 40.97 feet (record - North 57°57'23" West a distance of 40.97 feet) to a fence post found for corner;
31. North 60°27'34" West a distance of 152.96 feet (record - North 60°27'34" West a distance of 152.96 feet) to a fence post found for corner;
32. North 58°31'02" West a distance of 75.55 feet (record - North 58°31'02" West a distance of 75.55 feet) to a fence post found for corner;
33. North 57°33'51" West a distance of 25.25 feet (record - North 57°33'51" West a distance of 25.25 feet) to a fence post found for corner;
34. North 62°33'40" West a distance of 51.72 feet (record - North 62°33'40" West a distance of 51.72 feet) to a fence post found for corner;
35. North 57°47'47" West a distance of 84.10 feet (record - North 57°47'47" West a distance of 84.10 feet) to a fence post found for corner;
36. North 53°30'45" West a distance of 86.57 feet (record - North 53°30'45" West a distance of 86.57 feet) to a fence post found for corner;
37. North 65°26'10" West a distance of 64.92 feet (record - North 65°26'10" West a distance of 64.92 feet) to a fence post found for corner;
38. North 70°24'29" West a distance of 156.42 feet (record - North 70°24'29" West a distance of 156.42 feet) to a fence post found for corner;
39. North 66°38'03" West a distance of 317.51 feet (record - North 66°37'21" West a distance of 317.49 feet) to a fence post found for corner;
40. North 64°45'50" West a distance of 78.12 feet (record - North 64°45'50" West a distance of 78.12 feet) to a fence post found for corner;
41. North 62°17'41" West a distance of 75.26 feet (record - North 62°17'41" West a distance of 75.26 feet) to a fence post found for corner;
42. North 57°01'45" West a distance of 75.98 feet (record - North 57°01'45" West a distance of 75.98 feet) to a steel fence post found for corner;
43. North 51°43'04" West a distance of 165.73 feet (record - North 51°43'04" West a distance of 165.73 feet) to a 60d nail found in the base of a tree;
44. North 51°52'18" West a distance of 50.97 feet (record - North 51°52'18" West a distance of 50.97 feet) to a 60d nail found in the base of a tree;
45. North 46°20'23" West a distance of 88.67 feet (record - North 46°20'23" West a distance of 88.67 feet) to a fence post found for corner;
46. North 41°51'07" West a distance of 79.68 feet (record - North 41°51'07" West a distance of 79.68 feet) to a fence post found for corner;

47. North 37°14'52" West a distance of 72.04 feet (record - North 37°14'52" West a distance of 72.04 feet) to a fence post found for corner;
48. North 34°23'40" West a distance of 77.70 feet (record - North 34°23'40" West a distance of 77.70 feet) to a fence post found for corner;
49. North 31°21'15" West a distance of 55.73 feet (record - North 31°21'15" West a distance of 55.73 feet) to a fence post found for corner;
50. North 29°39'15" West a distance of 485.42 feet (record - North 29°39'15" West a distance of 485.42 feet) to a fence post found for corner;
51. North 24°35'10" West a distance of 227.32 feet (record - North 24°35'10" West a distance of 227.32 feet) to a fence post found for corner;
52. North 26°04'17" West a distance of 148.94 feet (record - North 26°04'17" West a distance of 148.94 feet) to a fence post found for corner;
53. North 27°41'59" West a distance of 394.10 feet (record - North 27°41'59" West a distance of 394.10 feet) to a 1/2" rebar found for the southeast corner of said 4.01 acre tract, from which a 1/2" rebar set with plastic cap which reads "Baseline Inc" for an angle point in the east line of the 4.01 acre tract and the westerly right-of-way line of Williamson County Road 266, bears North 28°15'32" West a distance of 33.11 feet (record - North 28°15'32" West a distance of 33.11 feet);

THENCE North 63°46'14" East, crossing through the right-of-way of Williamson County Road 266, a distance of 46.09 feet to the POINT OF BEGINNING.

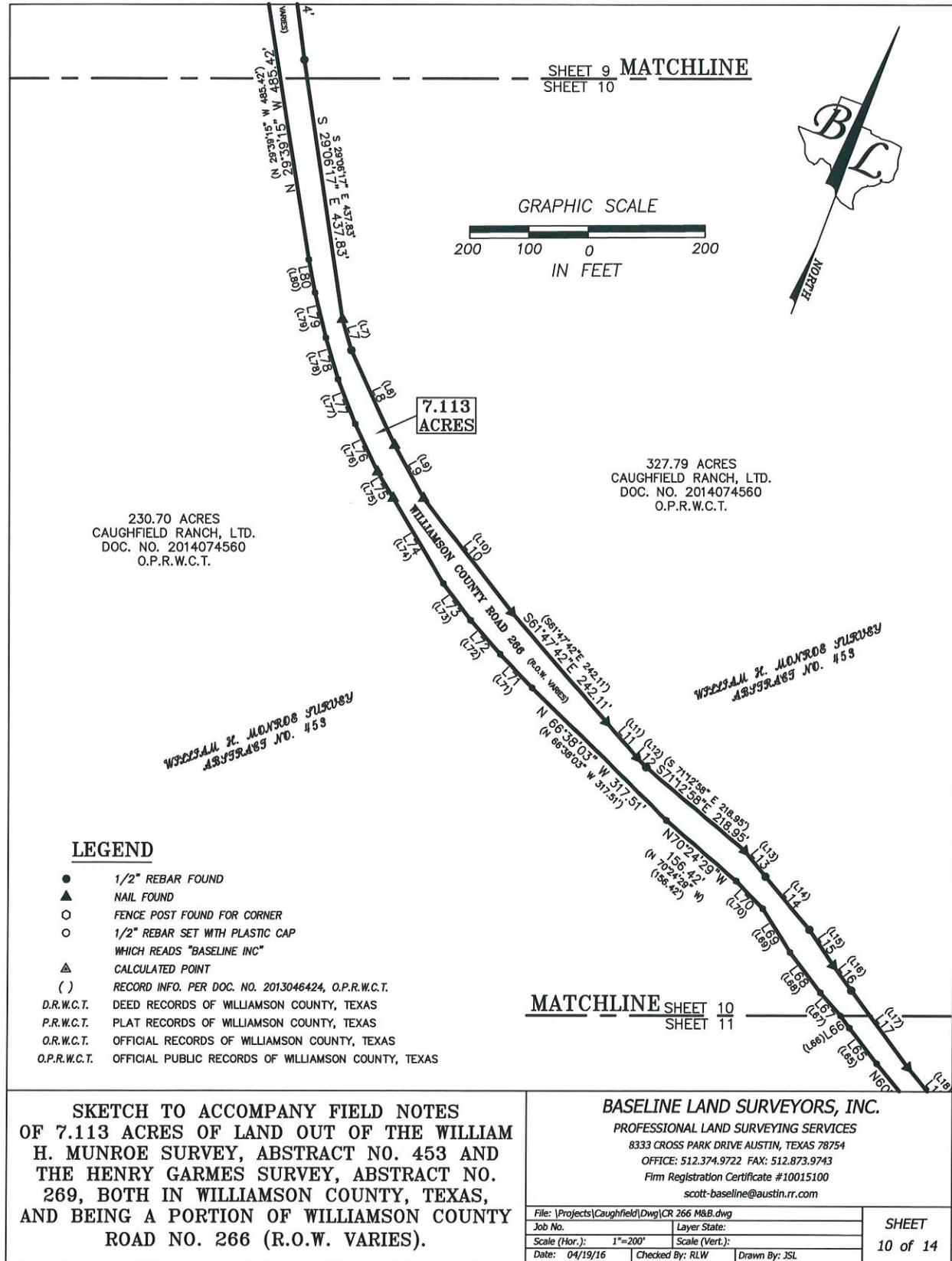
This tract contains 7.113 acres of land, more or less, out of the William H. Monroe Survey, Abstract Number 453, and the Henry Garmes Survey, Abstract no. 269, both in Williamson County, Texas.

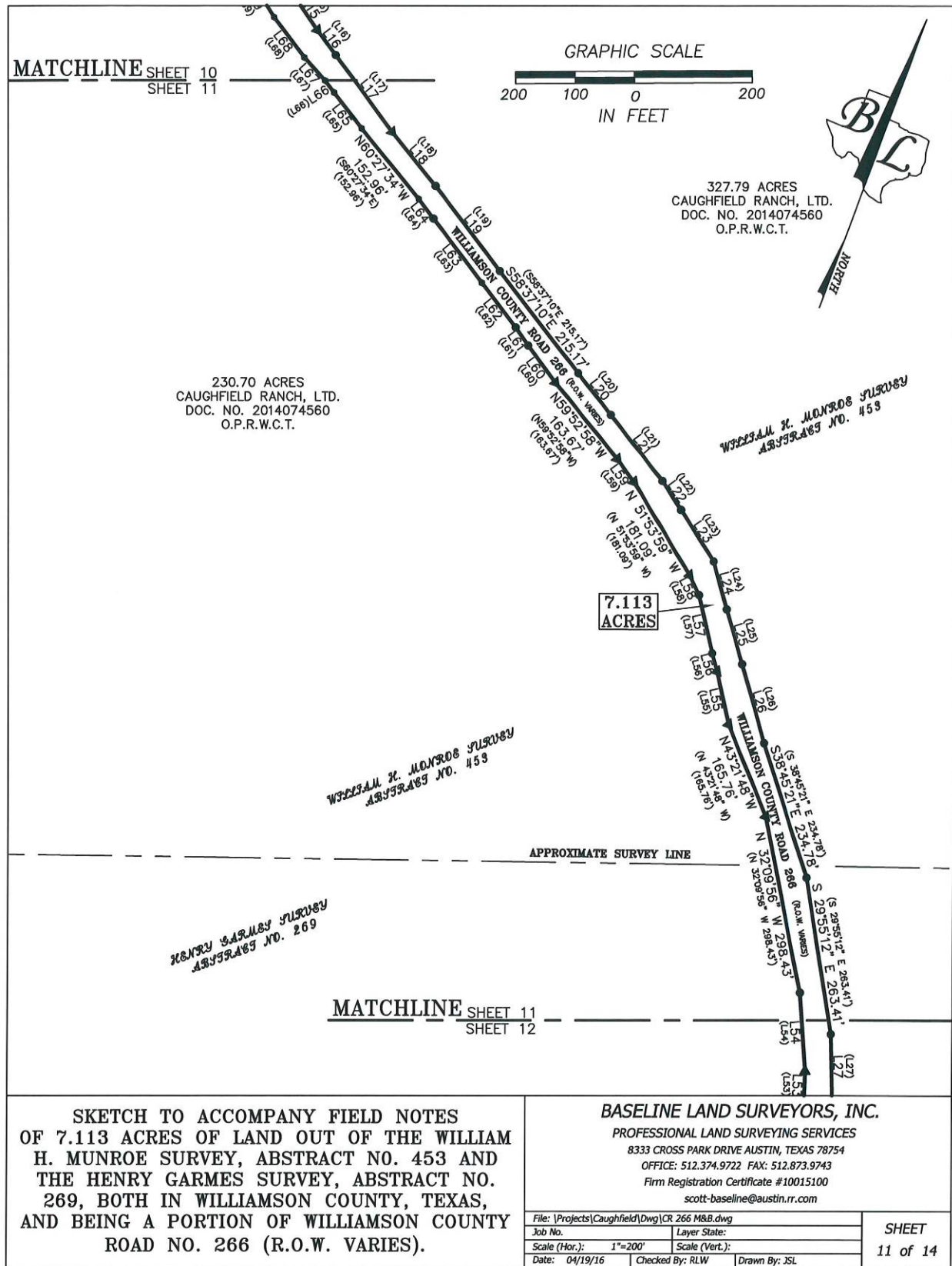
Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.

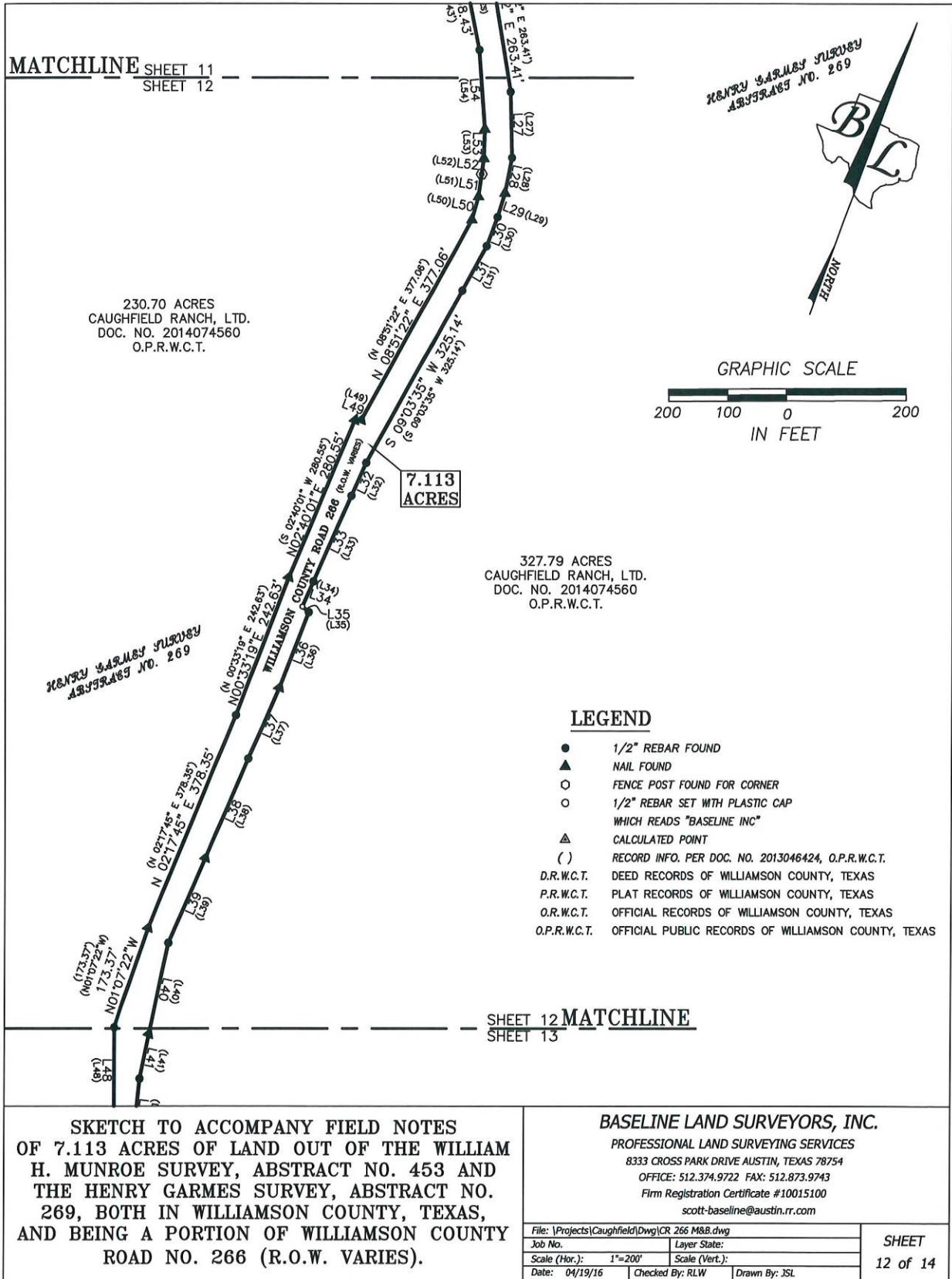
J. Scott Laswell 4/15/16
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583

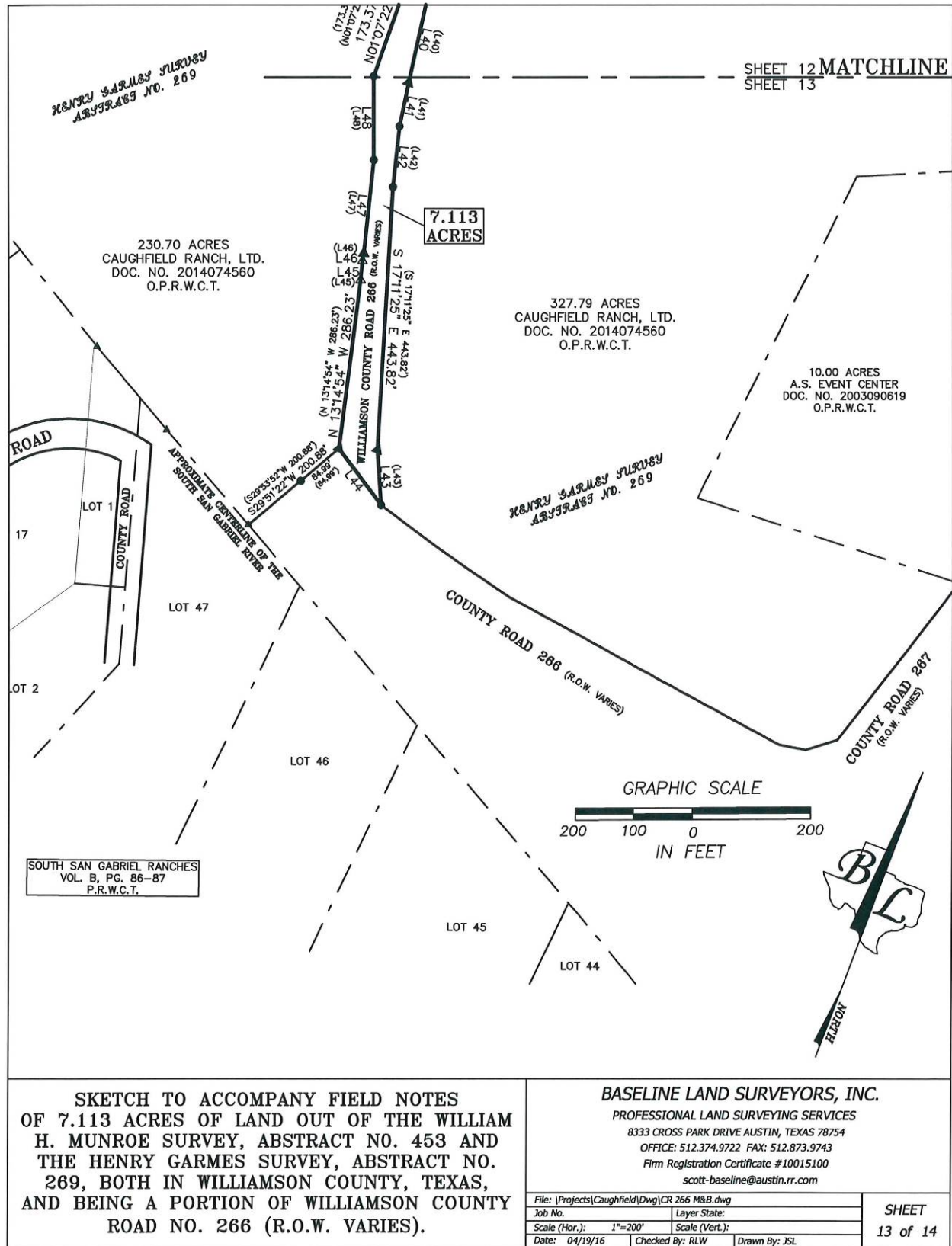


File: S:\Projects\Caughfield Tract\Docs\Field Notes\County Road 266_fn.doc









J. Scott Lamm
4/19/14



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 58°49'44" E	35.72'
L2	S 10°30'51" E	30.38'
(L2)	S 10°30'51" E	30.38'
L3	S 12°46'29" E	25.23'
(L3)	S 12°46'29" E	25.23'
L4	S 12°46'29" E	55.69'
(L4)	S 12°46'29" E	55.69'
L5	S 13°15'16" E	67.93'
(L5)	S 13°15'16" E	67.93'
L6	S 17°57'38" E	192.26'
(L6)	S 17°57'38" E	192.26'
L7	S 36°52'51" E	53.64'
(L7)	S 36°52'51" E	53.64'
L8	S 45°39'04" E	174.54'
(L8)	S 45°39'04" E	174.54'
L9	S 49°47'23" E	101.30'
(L9)	S 49°47'23" E	101.30'
L10	S 58°44'40" E	240.81'
(L10)	S 58°44'40" E	240.81'
L11	S 62°46'02" E	79.62'
(L11)	S 62°46'02" E	79.62'
L12	S 63°36'09" E	22.35'
(L12)	S 63°36'09" E	22.35'
L13	S 60°15'04" E	55.78'
(L13)	S 60°15'04" E	55.78'
L14	S 60°47'05" E	115.69'
(L14)	S 60°47'05" E	115.69'
L15	S 54°51'18" E	71.89'
(L15)	S 54°51'18" E	71.89'
L16	S 57°20'46" E	51.68'
(L16)	S 57°20'46" E	51.68'
L17	S 57°27'15" E	160.15'
(L17)	S 57°27'15" E	160.15'
L18	S 60°08'02" E	116.38'
(L18)	S 60°08'02" E	116.38'
L19	S 58°09'02" E	178.14'
(L19)	S 58°09'02" E	178.14'
L20	S 59°02'12" E	88.23'
(L20)	S 59°02'12" E	88.23'
L21	S 58°49'06" E	139.71'
(L21)	S 58°49'06" E	139.71'
L22	S 54°16'13" E	57.61'
(L22)	S 54°16'13" E	57.61'
L23	S 53°44'13" E	101.89'
(L23)	S 53°44'13" E	101.89'
L24	S 36°08'55" E	82.59'
(L24)	S 36°08'55" E	82.59'
L25	S 37°05'41" E	94.55'
(L25)	S 37°05'41" E	94.55'
L26	S 36°40'10" E	136.61'
(L26)	S 36°40'10" E	136.61'
L27	S 21°53'31" E	108.62'
(L27)	S 21°53'31" E	108.62'
L28	S 08°52'38" E	59.36'
(L28)	S 08°52'38" E	59.36'
L29	S 03°12'51" E	41.32'
(L29)	S 03°12'51" E	41.32'
L30	S 00°25'19" W	51.00'
(L30)	S 00°25'19" W	51.00'
L31	S 09°04'57" W	84.09'
(L31)	S 09°04'57" W	84.09'
L32	S 04°18'06" W	59.61'
(L32)	S 04°18'06" W	59.61'
L33	S 03°58'46" W	154.32'
(L33)	S 03°58'46" W	154.32'
L34	S 03°28'12" W	45.34'
(L34)	S 03°28'12" W	45.34'
L35	S 70°13'23" E	14.05'
(L35)	S 70°13'23" E	14.05'
L36	S 00°48'25" W	132.62'
(L36)	S 00°48'25" W	132.62'
L37	S 03°09'58" W	127.35'
(L37)	S 03°09'58" W	127.35'
L38	S 03°09'03" W	177.62'
(L38)	S 03°09'03" W	177.62'
L39	S 03°21'57" W	152.83'
(L39)	S 03°21'57" W	152.83'
L40	S 08°13'20" E	152.73'
(L40)	S 08°13'20" E	152.73'

LINE TABLE		
LINE	BEARING	LENGTH
L41	S 08°37'57" E	75.27'
(L41)	S 08°37'57" E	75.27'
L42	S 14°23'16" E	103.26'
(L42)	S 14°23'16" E	103.26'
L43	S 24°25'57" E	93.03'
(L43)	S 24°25'57" E	93.03'
L44	S 57°43'42" W	118.98'
(L44)	S 57°43'42" W	118.98'
L45	N 14°47'56" W	32.45'
(L45)	N 14°47'56" W	32.45'
L46	N 10°38'15" W	12.99'
(L46)	N 10°38'15" W	12.99'
L47	N 14°23'21" W	158.55'
(L47)	N 14°23'21" W	158.55'
L48	N 20°38'34" W	141.41'
(L48)	N 20°38'34" W	141.41'
L49	N 67°58'02" E	11.20'
(L49)	N 67°58'02" E	11.20'
L50	N 04°05'37" W	39.38'
(L50)	N 04°05'37" W	39.38'
L51	N 12°10'36" W	37.68'
(L51)	N 12°10'36" W	37.68'
L52	N 12°11'02" W	25.73'
(L52)	N 12°11'02" W	25.73'
L53	N 18°45'47" W	48.38'
(L53)	N 18°45'47" W	48.38'
L54	N 24°39'36" W	130.90'
(L54)	N 24°39'36" W	130.90'
L55	N 33°10'54" W	89.81'
(L55)	N 33°10'54" W	89.81'
L56	N 36°25'1" W	31.64'
(L56)	N 36°25'1" W	31.64'
L57	N 33°36'25" W	99.11'
(L57)	N 33°36'25" W	99.11'
L58	N 47°28'03" W	36.60'
(L58)	N 47°28'03" W	36.60'
L59	N 56°53'38" W	47.23'
(L59)	N 56°53'38" W	47.23'
L60	N 57°23'18" W	77.00'
(L60)	N 57°23'18" W	77.00'
L61	N 55°41'55" W	36.69'
(L61)	N 55°41'55" W	36.69'
L62	N 58°42'01" W	93.89'
(L62)	N 58°42'01" W	93.89'
L63	N 58°00'16" W	134.29'
(L63)	N 58°00'16" W	134.29'
L64	N 57°57'23" W	40.97'
(L64)	N 57°57'23" W	40.97'
L65	S 58°31'02" E	75.55'
(L65)	S 58°31'02" E	75.55'
L66	N 57°33'51" W	25.25'
(L66)	N 57°33'51" W	25.25'
L67	N 62°33'40" W	51.72'
(L67)	N 62°33'40" W	51.72'
L68	N 57°47'47" W	84.10'
(L68)	N 57°47'47" W	84.10'
L69	N 53°30'45" W	86.57'
(L69)	N 53°30'45" W	86.57'
L70	N 65°26'10" W	64.92'
(L70)	N 65°26'10" W	64.92'
L71	N 64°45'50" W	78.12'
(L71)	N 64°45'50" W	78.12'
L72	N 82°17'41" W	75.26'
(L72)	N 82°17'41" W	75.26'
L73	N 57°01'45" W	75.98'
(L73)	N 57°01'45" W	75.98'
L74	N 51°43'04" W	165.73'
(L74)	N 51°43'04" W	165.73'
L75	N 51°52'18" W	50.97'
(L75)	N 51°52'18" W	50.97'
L76	N 46°20'23" W	88.67'
(L76)	N 46°20'23" W	88.67'
L77	N 41°51'07" W	79.68'
(L77)	N 41°51'07" W	79.68'
L78	N 37°14'52" W	72.04'
(L78)	N 37°14'52" W	72.04'
L79	N 34°23'40" W	77.70'
(L79)	N 34°23'40" W	77.70'
L80	N 31°21'15" W	55.73'
(L80)	N 31°21'15" W	55.73'
L81	N 28°15'32" W	33.11'
(L81)	N 28°15'32" W	33.11'
L82	N 63°46'14" E	48.09'

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 83/96 CORRS.

SKETCH TO ACCOMPANY FIELD NOTES
OF 7.113 ACRES OF LAND OUT OF THE WILLIAM
H. MUNROE SURVEY, ABSTRACT NO. 453 AND
THE HENRY GARMES SURVEY, ABSTRACT NO.
269, BOTH IN WILLIAMSON COUNTY, TEXAS,
AND BEING A PORTION OF WILLIAMSON COUNTY
ROAD NO. 266 (R.O.W. VARIES).

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES

8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754

OFFICE: 512.374.9722 FAX: 512.873.9743

Firm Registration Certificate #10015100

scott-baseline@austin.tx.com

File: I:\Projects\Caughfield\Drawings\CR 266 M&B.dwg

Job No. Layer State:

Scale (Hor.): 1"=200' Scale (Vert.):

Date: 04/19/16 Checked By: RLW Drawn By: JSL

SHEET

14 of 14

Commissioners Court - Regular Session**23.****Meeting Date:** 02/28/2017

PEC Easement

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

Information**Agenda Item**

Discuss, consider and take appropriate action authorizing the County Judge to execute a PEC Utility Easement relocating a PEC electric line approximately 6' north of existing line.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPEC Utility Easement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:44 AM

UTILITY EASEMENT

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

That WILLIAMSON COUNTY, TEXAS, a political subdivision, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being 74.18 acres of land, more or less, in Williamson County, Texas, as described on instrument recorded in Volume/Document No 2015056154, Official Property Records of Williamson County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, as generally shown on the area included on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes. Exhibit "A" is provided for general illustrative purposes; easement location shall be determined upon construction.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

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

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signature page follows]

WITNESS my hand this _____ day of _____, 20_____.

GRANTOR:

Williamson County

By: _____
Dan A. Gattis, County Judge

THE STATE OF _____

COUNTY OF _____

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

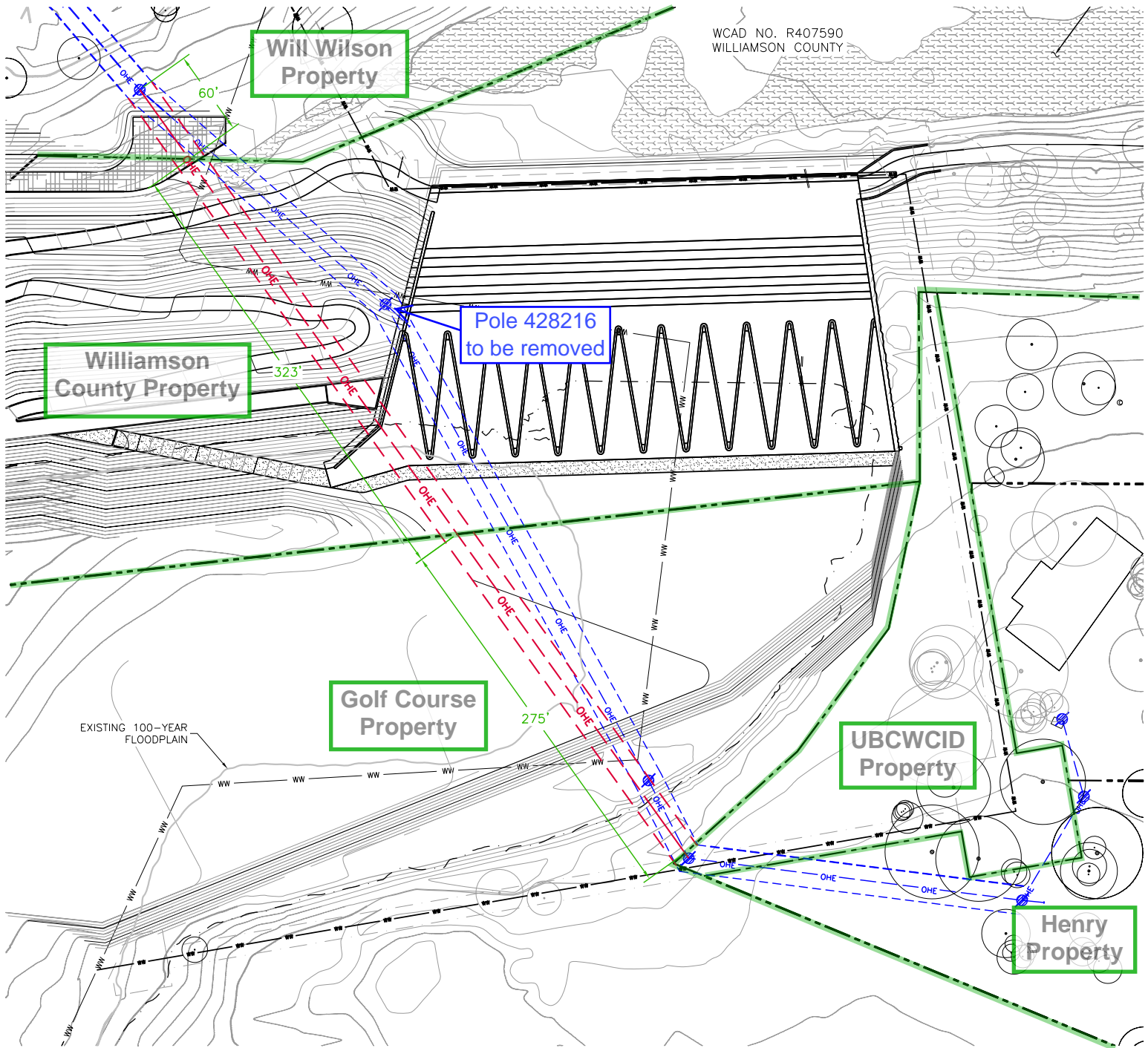
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____, 201_____.

Notary Public in and for
The State of _____

Please Return to:

EXHIBIT A

DAM 7 MODERNIZATION PEC OVERHEAD ELECTRIC



LEGEND:

- OHE --- PROPOSED OVERHEAD ELECTRIC
- --- PROPOSED PEC CENTERLINE EASEMENT (10' OFFSET)
- OHE --- EXISTING OVERHEAD ELECTRIC
- --- EXISTING PEC EASEMENT (ASSUMED 10' OFFSET)



0 50' 100'
SCALE IN FEET

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF CHRISTINA STANARD P.E.
TEXAS NO: 110327 ON DATE: 12/5/2015
IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

Commissioners Court - Regular Session**24.****Meeting Date:** 02/28/2017

District Attorney Emergency Requests

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

Information**Agenda Item**

Discuss, consider and take appropriate action on multiple emergency requests for the District Attorney's Office.

Background

The DA is requesting:

- 1) Salary increases for three new positions approved by the court for FY 17
- 2) One full time Discovery Clerk
- 3) Authorization to move money from Law Enforcement Unallocated to OT to allow Investigators additional work time on cases

Total funding impact is \$49,705.39 (please see attached for breakdown)

All items effective and prorated as of April 1st, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDA Emerg Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:59 AM

Started On: 02/23/2017 11:20 AM

SALARY INCREASES FOR THREE POSITIONS:

	PCN	Current	Requested	Start Date	Difference	Prorated 1/2 year
B40	1319	\$93,505.01	\$100,831.12	2/1/2017	\$7,326.11	\$3,663.06
B37	71	\$80,665.09	\$100,831.36	3/1/2017	\$20,166.27	\$10,083.14
B36	1321	\$76,789.46	\$85,000.00	4/1/2017	\$8,210.54	\$4,105.27

\$35,702.92 \$17,851.46
FICA \$1,365.64
RETIREMENT \$2,386.74

Total requested for Salary Increases \$21,603.84

NEW POSITION REQUEST:

B18	Discovery Clerk	\$	31,521.23	\$	7,879.77	\$	39,401.00	\$	19,700.50
							FICA	\$	1,507.09
							RETIREMENT	\$	2,633.96
							INSURANCE	\$	4,260.00
							Total Requested for New Position	\$	28,101.55

Bottom of the grade is \$31,521.23; requesting additional unallocated
to bring this salary up to \$39,401

OVERTIME REQUEST:

Requesting Overtime Monies to work three investigators 8 hours every weekend between now and September 30th
If approved a transfer would be made from unallocated law enforcements salaries to the overtime line item

Total Requested for Overtime \$ -

TOTAL FUNDING REQUEST FROM COURT: \$49,705.39

Commissioners Court - Regular Session**25.****Meeting Date:** 02/28/2017

Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Wellspring United Methodist Church (traffic control at Church on Williams Dr.)

Background

This agreement gives permission for Wellspring UMC to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWellspring UMC

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:08 AM

Started On: 02/22/2017 04:24 PM

STATE OF TEXAS § VEHICLE REIMBURSEMENT
 § AGREEMENT WITH
 § NON-GOVERNMENTAL
 § ORGANIZATION
 § REGARDING OFF-DUTY
COUNTY OF WILLIAMSON § CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the March 1, 2017, 20__ and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.
11. Nothing in this AGREEMENT 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, 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Wellspring United Methodist Church

Signature: [Signature]

Printed Name: Rev. Tolly Smith

Title: Pastor

Date: 2 / 8, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: 2-14-17, 2017

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**26.****Meeting Date:** 02/28/2017

Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin White Lime Company (Plant property on McNeil Rd.)

Background

This agreement gives permission for Austin White Lime Company to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAustin White Lime Company

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:08 AM

Started On: 02/22/2017 04:37 PM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the **February 14,** 20**17** and shall terminate on September 30, 20**17**. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

11. Nothing in this AGREEMENT 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, 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin White Lime Company

Signature: Sue Ritter

Printed Name: Sue Ritter

Title: HR / RISK manager

Date: February 14, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rt Ch

Date: 2-22-17, 2017

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session**27.****Meeting Date:** 02/28/2017

Sheriff's Office Retention

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

Information**Agenda Item**

10:00 Conduct public hearing relating to a request from the Sheriff's Office to increase the budgeted salary amount for the position of Quartermaster, Position # 1235, in the Sheriff's Office and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The retention policy allows a Department Head or Elected Official to increase the salary of a position up to 10% for retention if approved by Commissioner's Court following a public hearing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSO 1235

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:09 AM

Started On: 02/22/2017 08:03 PM



Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		Commissioners Court Date	
Position Title			
Department Head/Elected Official		Department/Office	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

--

Commissioners Court - Regular Session**28.****Meeting Date:** 02/28/2017

Sheriff's Office Retention

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a request by the Sheriff's Office to increase the budgeted salary amount for the position of Quartermaster, position # 1235, in the Sheriff's Office from the budgeted annual salary amount of \$37,995.64 to the increased salary amount of \$41,795.21.

Background

The retention policy allows a Department Head or Elected Official to increase the salary of a position up to 10% for retention if approved by Commissioner's Court following a public hearing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSO 1235

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:09 AM

Started On: 02/22/2017 08:10 PM



Retention Request

An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.

Position Number		Commissioners Court Date	
Position Title			
Department Head/Elected Official		Department/Office	
Budgeted Salary			
Requested Salary			
Total Increase			
Total Percent Increase			
Source of Payment			
Terms of Distribution			

REASON THE PAYMENT IN EXCESS OF THE BUDGETED AMOUNT IS BEING OFFERED TO THE EMPLOYEE, INCLUDING THE PUBLIC PURPOSE THAT WILL BE SERVED BY MAKING THE EXCESS PAYMENT

--

Commissioners Court - Regular Session**29.****Meeting Date:** 02/28/2017

PSA Trauma Event Response

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office between Williamson County and Tania Glenn & Associates, PA; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Chief Tim Ryle will be present to answer any questions relating to this agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Agreement for Training and PSA for Training and Traumatic Event Response

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/23/2017 09:51 AM



**PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Tania Glenn, PsyD, LCSW, CTS acting by and through Tania Glenn & Associates, PA, hereinafter referred to as PROVIDER, for the purpose of providing professional services in the form of training and traumatic event response for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the training and traumatic event response services set forth in the Scope of Services attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and services in the State of Texas.

PROVIDER shall have a duty to immediately notify the Williamson County Sheriff of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas. PROVIDER will be under no obligation to provide services which are beyond PROVIDER's expertise.

**II.
TERM**

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2017 (the "initial term"), unless terminated sooner as authorized herein. Following the initial term, this Agreement shall automatically renew for one (1) year terms commencing on October 1st of each year and continuing thereafter until the following September 30th, unless otherwise terminated pursuant to the provisions hereof.

III. COST AND PAYMENT

The basis of compensation for the services of PROVIDER shall be based on the Rate Schedule set forth in the attached **Exhibit "B"**. The maximum amount payable under this Agreement, without modification, during the initial term and during any renewal term shall be **Twenty-Five Thousand Dollars (\$25,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued request for training and traumatic event response services by the Williamson County Sheriff or his designee. In no event may the aggregate amount of compensation during any term of this Agreement exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written amendments executed by both parties in the event of a change to the overall Scope Services set forth in **Exhibit "A"**.

PROVIDER shall be reimbursed for actual non-labor costs incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "C"**. Invoices requesting reimbursement for costs and expenditures (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 PROVIDER without mark-up.

Should the actual costs of all fees and non-labor costs (reimbursables) rendered under this Agreement be less than the above stated Compensation Cap during the initial term or any renewal term thereafter, then PROVIDER shall receive compensation for only actual fees and non-labor costs (reimbursables) actually rendered and incurred, which may be less than the above stated Compensation Cap.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Robert Chody
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Tania Glenn & Associates, PA
Attn: Dr. Tania Glenn, PsyD, LCSW, CTS
4412 Spicewood Springs Road
Suite 701
Austin, Texas 78759

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
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 Williamson County, Texas. Furthermore, except to the extent that this Agreement

is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
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 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.

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement 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 Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

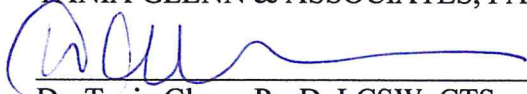
WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

Date: _____, 20____

PROVIDER:

TANIA GLENN & ASSOCIATES, PA



Dr. Tania Glenn, PsyD, LCSW, CTS

Date: Feb 22, 2017

EXHIBIT “A”

SCOPE OF SERVICES

1.0 Scope of Services Overview

This Scope of Services outlines the creation and coordination of an independent contractor relationship between an outside clinical advisor, Tania Glenn, PsyD, LCSW of Tania Glenn & Associates, PA (as referenced in the Agreement as “PROVIDER”), and the Williamson County Sheriff’s Office. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within the Williamson County Sheriff’s Office.

2.0 Background

2.1 General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden and extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one’s definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn’t affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered “normal.”

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their

ongoing issues with an event by behaving in ways that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

2.2 Scope of Services of Training and Intervention Elements Provided

Provider will provide the following Scope of Services when and as requested by the Williamson County Sheriff or his designee:

CE Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder

Peer Support Training shall consist of:

- Listening skills
- Problem solving
- Interventions – suicide, depression, LODD
- Referral process

Interventions shall consist of:

- Individual and group debriefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

3.0 Key Personnel

3.1 Dr. Tania Glenn

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-five years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Trauma Specialist. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation

professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for Austin/Travis County Emergency Medical Services, Lake Travis Fire/Rescue, and the Killeen, Cedar Park and Round Rock Police Departments. Dr. Glenn is a faculty member and trained trainer for the International Critical Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of the PHI Air Medical, Southwest Airlines, Customs and Border Protection and Border Patrol Critical Incident Response Teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006 she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

EXHIBIT "B"

RATE SCHEDULE

Phone Interventions and Individual Therapy	Crisis Intervention and Response to Incidents	Peer Support Training
\$70.00 per hour	\$70.00 per hour	\$800.00 per day (\$70 per hour to assist with set up)

EXHIBIT "C"

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County 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.

EXHIBIT "C"

- 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 \$50.00 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.

EXHIBIT "C"

- 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:

EXHIBIT "C"

- 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 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 (excludes hotel valet)

EXHIBIT "C"

- 10.5 Movie rentals
- 10.6 Damage to personal items
- 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 airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**30.****Meeting Date:** 02/28/2017

Wilson Courthouse Lease

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at the Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRep Wilson Office Lease

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/22/2017 01:50 PM



State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Terry M. Wilson, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County, Texas. The address of the leased property is:

710 Main Street Suite 242

Georgetown

78626

Street Address, Suite, etc.

City

Zip Code

(which includes approximately 100 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins 2/28/2017 and ends 12/31/2018 but
(Month Day, Year) (Lease must end on or prior to January 8, 2019)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 12 Months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 200.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the Individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

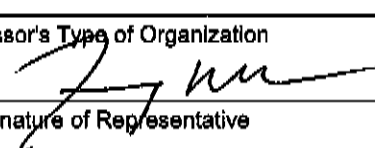
VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:



- A. **Cost of Electricity and Janitorial Services.** It is agreed and acknowledged that the rental amount set forth under Section III of the District Office Lease Contract includes the costs of electricity and janitorial services.
- B. **Additional Consideration.** In addition to the consideration set forth under Section III of the District Office Lease Contract, Member shall maintain a District Office at the property described in the District Office Lease Contract and provide constituent services to Williamson County Citizens.
- C. **Phone and Internet Services.** Lessee agrees to provide any phone and internet services used by the Member.
- D. **Public Purpose.** The parties to this District Office Lease Contract agree and acknowledge that a public purpose shall be promoted and served by this tenancy in that it provides Williamson County Citizens with greater access to both its local and state officials and all parties will work in conjunction with one another to promote and maintain such public purpose.

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
Lessor's Name (type or print)		Date	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization	(2)	Lessor's Tax ID Number	(3)
		2/22/2017	
Signature of Representative	(4)	Date	
Signature of Chairman	(5)	Date	

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. 
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. 
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Terry M. Wilson do not have an interest
Name of Member
in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

2/22/2017

Date

Commissioners Court - Regular Session**31.****Meeting Date:** 02/28/2017

Legislative Update and Discussion

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

Information**Agenda Item**

Hear update and discuss bills filed during the 85th Texas Legislative Session.

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 01/19/2017

Reviewed By

Wendy Coco

Date

01/19/2017 08:40 AM

Started On: 01/18/2017 05:55 PM

Commissioners Court - Regular Session**32.****Meeting Date:** 02/28/2017

Awarding of Animal Shelter CMAR to Vaughn Construction RFP 1610-115

Submitted For: Randy Barker**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ 1610-114 and RFP 1610-115 Construction Manager At Risk, (CMAR), for the Williamson County Animal Shelter Expansion project, to the best overall respondent, Vaughn Construction, and authorizing the County Judge to execute the Agreement between Owner and CMAR.

Background

This RFP 1610-115 was the second step in the two-step CMAR selection process. Three firms submitted proposals and were interviewed. Vaughn Construction was the highest ranking firm, and, is therefore, recommended for award.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAnimal Shelter CMAR Vaughn Construction

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/22/2017 07:24 AM



**AGREEMENT
BETWEEN OWNER
AND
CONSTRUCTIONMANAGER-AT-RISK**

The Owner:	Williamson County, Texas 710 Main Street, Suite 101 Georgetown, Texas 78626
and Construction Manager:	J T. Vaughn Construction, LLC 3920 N. Interstate 35 Austin, Texas 78751
for the Project:	Williamson County, Texas Animal Shelter Expansion Project RFQ 1610-114 & RFP 110-115
Architect:	Jackson & Ryan Architects 2370 Rice Blvd Ste. 210 Houston, Texas 77005 Attention: Martha T. Seng, FAIA, Principal
Owner's Designated Representative or Project Manager:	Dale Butler, Williamson County Facilities Department

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7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

The Owner and the Construction Manager agree as follows:

This Construction Management-at-Risk Agreement (hereinafter called "Agreement") is entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between Williamson County, a political subdivision of the State of Texas (hereinafter called the "Owner") and J.T. Vaughn Construction, LLC, (hereinafter called "Construction Manager").

WHEREAS, the Owner desires to retain Vaughn Construction, as Construction Manager for the Williamson County Animal Shelter Expansion Project, RFQ 1610-114 and RFP 1610-115 (hereinafter called the "Project"),

WHEREAS, the Owner desires a Construction Manager who will render, diligently and competently in accordance with the highest standards used in the profession, all Construction Manager services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project, and

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, the Uniform General Conditions for Williamson County ("General Conditions"), the Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Agreement, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2. The

Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Construction Manager shall immediately notify Owner and seek clarification from the Owner and the Architect.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and shall cooperate with Owner and Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

§ 1.3 General Conditions

The term "Contractor" as used herein or in the Uniform General Conditions for Williamson County shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall designate a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to the Owner's acceptance of the GMP and during the completion of the Contract Documents. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations in writing consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 PRELIMINARY PROJECT SCHEDULE

§ 2.1.3.1 When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for review and approval by the Owner and Architect. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, the Architect, and Construction Manager. As the design proceeds, the preliminary Project schedule shall be updated by Construction Manager to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make recommendations to the Owner and Architect in writing.

§ 2.1.3.2 The Construction Manager shall, at Owner's request, attend public meetings and hearings concerning the development and schedule of the Project.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems in writing.

§ 2.1.5.2 As the Drawings, Specifications, and other Contract Documents are developed, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items, if any, to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any questions or suspected nonconformity discovered by the

Construction Manager as a request for information in such form as the Owner or Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a Construction Contingency to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. The Guaranteed Maximum Price proposal shall also include an Owner's Contingency, which amount shall be developed in consultation with the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Proposal amending this Agreement. The Guaranteed Maximum Price Proposal shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Proposal. The Owner shall cause the Architect to promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Proposal and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work, if applicable.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of the General Conditions, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 Following Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Construction Phase shall commence upon the Owner's issuance of a Notice to Proceed with the Construction Phase.

§ 2.3.1.3 The Construction Manager shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Construction Manager shall render, diligently and competently in accordance with the highest standards used in the profession, all of Construction Manager's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

§ 2.3.1.4 The Construction Manager shall furnish only skilled and properly trained staff for the performance of the Work. Key members of the Construction Manager's staff shall not be changed without the written consent of the Owner, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with the Construction Manager. During the performance of the Work, the Construction Manager shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of the Construction Manager, unless such requirement is expressly waived by Owner. Similarly, the Construction Manager shall keep a competent Project Manager at the Project site while active construction is underway, fully authorized to act on behalf of the Construction Manager, unless such requirement is expressly waived by Owner. Written notice from the Owner or the Architect to the Construction Manager's Designated Representative or its Project Manager in connection with defective Work, or instruction for performance, shall be considered notice of such issues to the Construction Manager.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager in accordance with the Contract Documents including without limitation, the requirements of Section 2269.255 and 2269.256 of the Texas Government Code. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner as required by the Contract Documents.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the

Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may request that a Change Order in accordance with Section 5.2.1.1 of the General Conditions.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, the Uniform General Conditions for Williamson County, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Proposal, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information requested or required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect.

§ 3.1.3 The Owner will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. The Owner shall arrange and pay for materials, structural, mechanical, chemical and other laboratory tests as required by the Contract Documents.

§ 3.1.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other

information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. The term "Owner" means the Owner or the Owner's Designated Representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the agreement between the Owner and Architect.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2, Owner shall compensate Construction Manager either a lump sum amount described in § 4.1.2.1 below, or as described in § 4.1.2.2 below:

.1 The Owner shall pay Construction Manager the lump sum amount of \$20,000.00 for pre-construction services.

.2 Intentionally deleted

§ 4.1.3 Intentionally deleted

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable in the time provided in § 7.1.3 below. Amounts unpaid after the date on which payment is due shall bear interest at the annual rate of one percent (1.0%) above Prime Rate as published by the Wall Street Journal.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee: 3.45% of that portion of the Cost of the Work that is incurred by the Construction Manager.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work: For changes in the Work, the Construction Manager's Fee shall not be adjusted and shall remain equal to 3.45% of the Cost of the Work directly attributable to any such change that is incurred or paid by the Construction Manager during performance of the Work.

§ 5.1.3 A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed 10%.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid for the same or similar equipment in Williamson County, Texas.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. The Guaranteed Maximum Price is subject to adjustment for (i) scope changes, as described in Paragraph 5.3, and (ii) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (i) the total aggregate sum of the Cost of the Work plus the Contractor's Fee and (ii) the Guaranteed Maximum Price upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of the Owner. Except for Construction Manager's Fee stated above, Construction Manager shall not be entitled to any compensation from the Savings, unused contingency, or otherwise.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.2.3 Although the Contract Sum is based upon the Cost of the Work plus the Fee subject to a Guaranteed Maximum Price, as may be adjusted, the Owner agrees to make progress payments to the Construction Manager on a percentage of completion according to a Schedule of Values provided in Article 7 of this Agreement.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of the General Conditions. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of the General Conditions.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the General Conditions and the term "costs" as used in Section 7.3.7 of the General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Agreement, unless the Owner has furnished the Construction Manager with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of General Conditions shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 IT IS THE LEGAL DUTY OF THE OWNER'S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST OWNER BEFORE SUCH CLAIM, BILL OR ACCOUNT MAY BE SUBMITTED TO THE OWNER'S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO THE OWNER'S PRIOR APPROVAL, THE CONSTRUCTION MANAGER SHALL FIRST OBTAIN THIS APPROVAL FROM OWNER'S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GUARANTEED MAXIMUM PRICE AMENDMENT.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Amounts properly billed by Subcontractors for Work which has been approved by the Construction Manager and the Owner and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of the Construction Manager's right to make receipt of payment from the Owner a condition precedent to the Construction Manager's obligation to pay subcontractors, vendors, and other contractees of the Construction Manager, subcontracts, and other agreements otherwise shall conform to all applicable payment provisions of Texas law and this Agreement, and shall not be awarded on the basis of cost plus fee without the Owner's written consent.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, and equipment not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, and equipment that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges and repair assessments for temporary facilities, machinery and, equipment for machinery not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, and telephone service at the site which are related to the Work.

§ 6.5.5 Subject to the Owner's prior approval, that portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Owner. Exemption certificates will be provided to Construction Manager upon request. As a precondition to the Owner reimbursing Construction Manager for allowable sales and use taxes, Construction Manager must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Construction Manager efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed, Owner will reimburse Construction Manager for such sales and use taxes upon Construction Manager providing sufficient and satisfactory documentation to the Williamson County Auditor.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments

against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of the General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of the General Conditions.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Costs for services incurred during the Preconstruction Phase; and
- .9 Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which

Construction Manager acknowledges prior receipt of said policy.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 Provided that an Application for Payment is received by the Owner and the Architect not later than

the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day after the Owner's auditor receives the Certificate for Payment issued by the Architect. If an Application for Payment is received by the Owner or the Architect after the 1st day of the month, payment shall be made by the Owner not later than thirty-one (31) days after the Owner's auditor receives the Certificate for Payment issued by the Architect.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by Owner, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner and in compliance with applicable statutes of the State of Texas:

- (i) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment (as required by **Texas Property Code §53.085) (Bills-Paid Affidavit)**;
- (ii) With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment (as required by **Texas Property Code §53.284**).
- (iii) Commencing with the second Application for Payment submitted by the Contractor, a duly executed **Unconditional Waiver and Release on Progress Payment** from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than \$5,000 on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- (iv) With the Final Application for Payment: Contractor shall submit a **Conditional Waiver and Release on Final Payment** as required by **Texas Property Code 53.284**. Upon receipt of final payment, Contractor shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code 53.284**; and
- (v) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner or the Architect may require. This schedule, unless objected to by the Owner or Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which Construction Manager has actually been completed.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall

be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner or the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 7.1.8 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Owner and the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager. Review or approval of Construction Manager's Applications for Payment by Owner or the Architect shall not constitute a representation that either the Owner or the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted by Construction Manager; made exhaustive or continuous inspections of the Work; or whether Construction Manager has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by the Owner, the Contract Documents, or applicable law, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 the requirements of Section 9.10 of the General Conditions have been satisfied.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the

issuance of the Architect's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the General Conditions. The time periods stated in this Section supersede those stated in Section 9.4.1 of the General Conditions. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of the General Conditions. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

§ 8.1 Upon execution of this Agreement, Construction Manager shall provide a security bond in the amount of 5% of the Owner's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

§ 8.2 Upon acceptance by the Owner of the Guaranteed Maximum Price Proposal, Construction Manager shall provide performance and payment bonds on forms acceptable to the Owner. The penal sum of the payment and performance bonds shall be equal to the Guaranteed Maximum Price. If construction is phased or staged with different Guaranteed Maximum Prices established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all Guaranteed Maximum Prices in effect.

§ 8.3 The Construction Manager shall not commence Work under the Agreement until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by the Owner. Owner's review of the insurance shall not relieve nor decrease the liability of the Construction Manager. Prior to commencing any Work under this Agreement, Construction Manager shall provide evidence of the following insurance coverages:

- .1 Pre-Construction Phase: Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the Uniform General Conditions, or as otherwise specified or required by the County;
- .2 Construction Phase: In addition to the coverages required during the Pre-Construction Phase, Builder's Risk and Owner's Protective Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the Uniform General Conditions, or as otherwise specified or required by the County;
- .3 Prior to commencing any construction work, Construction Manager shall provide evidence

of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the Uniform General Conditions, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

- .4 Construction Manager shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

§ 8.4 The Construction Manager shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Construction Manager fails to obtain, maintain or renew any insurance required by the Agreement, the Owner may obtain insurance coverage directly and recover the cost of that insurance from the Construction Manager.

§ 8.5 The Owner reserves the right to review the insurance requirements set forth in this Section 8 during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Construction Manager.

§ 8.6 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Construction Manager failing to purchase and maintain the insurance required by the Contract Documents shall be paid by the Construction Manager.

§ 8.7 The cost of premiums for any additional insurance coverage desired by the Construction Manager in excess of that required by this Agreement or the Contract Documents shall be borne solely by the Construction Manager out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and the Uniform General Conditions for Williamson County.

§ 9.2 Except as otherwise specifically set forth herein, the Owner and Construction Manager shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to the Agreement Between Owner and Construction Manager, 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 the Agreement between Owner and Construction Manager. Any mediation under the Agreement between Owner and Construction Manager 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. This provision shall survive the termination of the Agreement.

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Proposal, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in the Uniform General

Conditions for Williamson County.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Proposal, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed- sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in the Uniform General Conditions for Williamson County.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of the General Conditions shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of the General Conditions shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if

the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of the General Conditions, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in the Uniform General Conditions for Williamson County.

§ 11.2 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

§ 11.3 Governing Law

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Construction Manager shall not assign this Agreement without the written consent of the Owner. If Construction Manager attempts to make an assignment without Owner's consent, Construction Manager shall nevertheless remain legally responsible for all obligations under this Contract.

§ 11.5 Other provisions:

§11.5.1 The Construction Manager represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- (i) that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (ii) that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (iii) that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;
- (iv) that its execution of this Agreement and its performance thereof is within its duly authorized powers;
- (v) that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
- (vi) that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

§11.5.2 LIQUIDATED DAMAGES. The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements upon the Construction Manager's achieving Substantial Completion of the Work within the Contract Time. The Construction Manager further acknowledges and agrees that if the Construction Manager fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and the Contractor agree as set forth below:

§11.5.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the contract time may be extended, the Contract Sum shall be reduced by one thousand dollars (\$1,000.00) per day as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Construction Manager has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

§11.5.2.2 The Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable by the Construction Manager to the Owner at the demand of the Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the first business day after such amounts are demanded.

§11.5.3 Notwithstanding anything to the contrary in this Agreement, if the Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, the Owner shall be entitled to recover from the Contractor all of the Owner's actual damages in connection with the failure by the Construction Manager to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 This Agreement between Owner and Construction Manager-at-Risk;
- .2 Uniform General Conditions for Williamson County;
- .3 Other documents:
 - Exhibit A – Guaranteed Maximum Price Proposal, if executed by Owner
 - Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
 - Exhibit C - Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which Construction Manager acknowledges prior receipt of said policy.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the Effective Date.

WILLIAMSON COUNTY, TEXAS

By: _____

Title: _____

Date: _____, 20____

J T. VAUGHN CONSTRUCTION, LLC

By:  _____

Printed Name: _____

Title: J. Thomas Vaughn, CEO

Date: FEB, 10, 2017

Exhibit A

(FORM: TO BE COMPLETED AND SIGNED FOLLOWING SUBMISSION TO AND ACCEPTANCE OF PROPOSAL BY OWNER)

GUARANTEED MAXIMUM PRICE PROPOSAL

_____ (the "Construction Manager") hereby submits to Williamson County, Texas (the "Owner") for the use and benefit of Owner pursuant to the provisions of the Agreement Between Owner and Construction Manager-at-Risk dated _____, 20____ (the "Agreement"), a Guaranteed Maximum Price (GMP) proposal for the construction of _____

_____, (the "Project", as defined in the Agreement), based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

1. A not-to-exceed amount for the Cost of the Work pursuant to the Agreement:

\$ _____

2. A not-to-exceed amount for the Construction Contingency pursuant to the Agreement:

\$ _____

3. A not-to-exceed amount for the Owner's Contingency pursuant to the Agreement (This is an amount from which changes are to be paid in accordance with the Uniform General Conditions for Williamson County ("General Conditions"), the Supplementary or other Conditions. Any unused amount will be deducted from the Guaranteed Maximum Price by Change Order.):

\$ _____

4. A lump sum amount for the Construction Manager's Fee pursuant to the Agreement:

\$ _____

5. TOTAL OF ITEMS 1 THROUGH 4:

The total sum of the above Items 1-4, which is set forth below, is the Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

GMP: \$ _____

Construction Manager hereby guarantees to the Owner not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

Contract Time

The date for achieving Substantial Completion of the Project shall be:

_____ calendar days from Notice to Proceed with Construction.

This GMP Proposal may not be withdrawn for a period of ninety (90) days from the date of receipt of this offer by the Owner.

The Construction Manager further agrees to pay, as Liquidated Damages, to Owner the sum of One Thousand dollars (\$1,000.00) per calendar day for failure to complete the work within the contracted time in accordance with the Agreement.

All terms and conditions of the Agreement are hereby adopted and incorporated into this GMP Proposal. Any exceptions to or modifications of the terms and conditions of the Agreement shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by the Owner. Otherwise, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

BY SIGNING BELOW, Construction Manager and Owner have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

ACCEPTED AND EXECUTED this _____ day of _____, 20____.

OWNER:

CONSTRUCTION MANAGER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

By: _____

Printed Name: Dan A. Gattis

Printed Name: _____

Title: Williamson County Judge

Title: _____

GUIDELINES FOR THE PREPARATION OF THE
GUARANTEED MAXIMUM PRICE PROPOSAL

1. CONTRACT REQUIREMENTS:

Refer to Article 2 of the Agreement. The provisions of the GMP are defined here and other related requirements are included throughout the Agreement. In the event of irreconcilable conflict between the GMP Proposal and the Agreement, the interpretation that provides for the higher quality of material and/or workmanship, in Owner's sole opinion, shall prevail.

The GMP Proposal shall adopt and incorporate all of the terms and conditions of the Agreement. Any exceptions to or modifications of such terms and conditions proposed shall not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by the Owner. In general, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

2. PRE SUBMITTAL REQUIREMENTS:

- A. Scope Definition: Prior to GMP submittal, the Construction Manager shall thoroughly review the GMP construction document package with the Owner and determine if the scope is sufficiently defined and identify those areas requiring additional scope definition. As a minimum the following should be defined: Program building size, site limits and access, utility systems (existing and new), complete building systems descriptions, materials outline by division, MEP systems descriptions including materials, MEP system options shall be defined and accepted.
- B. Estimated Construction Cost: Cost estimates shall be updated concurrently with the construction document development.
- C. Schedule: The anticipated Notice to Proceed with Construction and Substantial Completion dates for Construction shall be coordinated and approved by the Owner.
- D. Value Engineering (VE): Proposed value engineering items included in the GMP shall be updated from previously submitted value engineering and should reflect the "final acceptance" of VE items, which are part of the scope of work. The VE schedule shall identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by the Owner prior to GMP submittal.

- E. Pre-submittal Conference: The Construction Manager shall schedule a conference with the Project Manager no later than one (1) week prior to submitting the GMP to the Owner. Issues regarding the required materials to be included in the GMP should be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. The Construction Manager shall obtain a copy of the "Standard Schedule of Values Format" from the Owner.

3. CONSOLIDATION OF REVIEW COMMENTS:

The Owner, the Owner's Architects and Engineers, and the Project Manager, shall provide review comments. The Construction Manager shall consolidate all responses to those groups into TAB 8 of the document. Each Owner comment shall have a corresponding answer directly below the original comment. A reply to each Owner comment is required even if only a clarification is required. Each reply shall state where in the GMP Proposal the corresponding information may be located.

4. GENERAL REQUIREMENTS:

The GMP Proposal shall be submitted at the phase specified by the Owner. The GMP Proposal shall be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to the Construction Manager for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of the Construction Manager and may not extend the construction duration or substantial completion date.

5. GMP PROPOSAL PACKAGE:

The GMP Proposal shall be bound in 3-ring notebook or spiral notebook and entitled "Guaranteed Maximum Price Proposal". Below it the following items shall be shown:

- Submittal number (i.e. Submittal #1)
- Date of Submittal
- Project Name
- Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab shall be numbered.

The proposal shall be organized in the order described below:

TABLE OF CONTENTS

- List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 – Guaranteed Maximum Price Proposal

- Refer to the GMP Proposal document herein above. Type in the cost amounts and sign, date and seal the form.
- In addition to the bound notebooks, provide two (2) loose original executed copies. (Do not bind into spiral notebooks.)
- Do not alter any language from the original document without prior approval from the Owner.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6 GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the corporation, for any individual signing the GMP, who is not the President or CEO of the firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the scope of work associated with the construction phase of work included in this GMP Proposal.
- Include the description of building type, size, character and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e. right-of-way issues)
- State the anticipated Notice to Proceed with Construction date and Substantial Completion date.

TAB 3 - Project Team

- List the various teams and the team members, in graphic and written form, for including names, titles, job responsibilities, and contact information.
- Identify all consultants.

TAB 4 - List of Documents

- Drawings Index – provide detailed listing of each sheet number, sheet title, original date of drawing, revised date of drawing
- Specification Index:
- Provide a detailed listing of each specification section required by the Owner as identified in the Agreement.
- Provide a detailed listing of all other spec sections describing the project.

- Specifications shall be organized by CSI Division format. State the name, original date of issue, and a column for revision date.

TAB 5 - Qualifications and Value Engineering

- Qualifications – A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- Exclusions – A summary of exclusions organized by drawing sheet number or by specification section.
- Substitutions – A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- Value Engineering Recommendations - List all items proposed to date and for each item identify if the item is accepted by the Owner and included in the GMP. State the date of acceptance. In addition identify those VE items not currently accepted. State if the price is good for a limited time period.

TAB 6 - GMP Proposal Cost Breakdown

- Provide an Estimated Construction Cost breakdown on the Standard Schedule of Values Format for Cost of the Work based on anticipated subcontracts organized by CSI Division format, Cost of the Work, Construction Contingency, Construction Manager's Fee, and Owner's Construction Contingency as identified by the Owner.
- The Construction Manager shall provide a detailed initial Total Project Construction Cost Estimate using standard estimating industry practices, utilizing the CSI Division format, with any additional cost breakdown as required by the Project Manager.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule shall be submitted electronically on a CD and on paper bound with the GMP Proposal.
- Summary Schedule Requirements
- The schedule shall comply with the requirements of and shall form the basis for the "Detail" schedule, which shall be submitted within sixty (60) days following Notice to Proceed with Construction for Construction Services.
- The schedule shall be a computer generated CPM schedule developed in Primavera Project Planner software.
- The schedule shall be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction (Part I) Services
- The schedule shall include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first ninety (90) days following the Notice to Proceed with Construction. The remaining construction activities (those commencing after the first 90 days) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.

Exhibit B
Minimum Insurance Coverages and Minimum
Coverage Amounts

- A. All policies of insurance provided by the Contractor must comply with the requirements of this Exhibit, the Contract Documents and the laws of the State of Texas.
- B. The Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Construction Manager-at-Risk is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
1. Worker's Compensation	Statutory	
2. 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	
3. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	
Aggregate policy limits:	\$2,000,000	
4. 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	
5. Builder's Risk Insurance (all risks)		

An all risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

- b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- 6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- 7. Umbrella coverage in the amount of not less than \$5,000,000.

C. Workers' Compensation Insurance Coverage:

a. Definitions:

- (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
 - (2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
 - (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- c. The Contractor must provide a certificate of coverage prior to execution of the Agreement Between Owner and Construction Manager-at-Risk, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (2) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the Project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- (5) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (6) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - j. By signing the Agreement Between Owner and Construction Manager-at-Risk or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Construction Manager-at-Risk void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- D. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- E. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Construction Manager-at-Risk, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- F. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.
- G. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

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Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County 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

EXHIBIT C

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 \$50.00 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

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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.

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- 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 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.

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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 (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 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 airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Sales tax on goods purchased
- 10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**33.****Meeting Date:** 02/28/2017

Contract with Austin Materials for resurface on University Blvd IFB 1611-130

Submitted For: Randy Barker**Submitted By:** Teri Jeffries, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of the construction service agreement with Austin Materials for the resurfacing of University Blvd. Lowest quote approved under IFB 1611-130 on February 14, 2017, item 26.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAustin Materials contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:08 AM

Started On: 02/22/2017 08:38 AM



Agreement for Construction Services

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

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

As described in the Invitation for Bid Solicitation, IFB 1611-130 Resurface, Milling and Overlay on University Blvd, including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Seven Hundred + Six Thousand Two Hundred Sixty - \$706,268²¹ in accordance with the terms and conditions of this Agreement. Eight Dollars Twenty-One Cents

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

As described in the Invitation for IFB 1611-130 including the specifications set forth therein, which is incorporated herein as if copied in full.

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

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

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

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any

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

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

DATE FOR SUBSTANTIAL COMPLETION: TBD

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

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

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

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

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

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

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

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

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

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

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **18 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea. Accident	
Bodily Injury by Disease	\$500,000 Ea. Employee	
Bodily Injury by Disease	\$500,000 Policy Limit	
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$1,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance

(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify

Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance

requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising

Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

CONTRACTOR:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

By:  _____

Printed Name: Alex Flores

Title: Senior Project Manager

Date: _____

Date: 2/20/17

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____
Fax _____

Contractor's Designated Representative:

Jon Wickes
9020 N. Capital of Tx Hwy; Bldg 250
Austin, TX 78759
Phone 512-269-2195
Fax 512-251-3709

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Austin Materials LLC
Austin, TX United States

Certificate Number:
2017-166597

Date Filed:
02/14/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

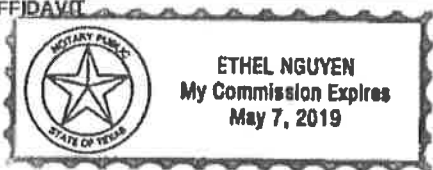
Bid #1611-130 - CR110 to SH130
Resurface, milling and overlay on University Blvd CR110 to SH 130

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

P. Lopatowski

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patricia Lopatowski this the 14th day of February, 2017, to certify which, witness my hand and seal of office.

Ethel Nguyen

Signature of officer administering oath

Ethel Nguyen

Printed name of officer administering oath

Notary

Title of officer administering oath



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2017

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.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT

NAME:

PHONE
(A/C, No, Ext):

FAX
(A/C, No):

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B: Indemnity Insurance Company of North America

43575

INSURER C: N/A

N/A

INSURER D:

INSURER E:

INSURER F:

INSURED
Austin Materials LLC
9020 N. Capital of TX Highway
Building II, Suite 250
Austin, TX 78759

COVERAGES

CERTIFICATE NUMBER:

NYC-008528227-04

REVISION NUMBER: 4

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			*HDO G27861039	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			*ISA H09053293	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	*WLR C49106476 (AOS) *SCF C49106518 (WI)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

Austin Materials
Attn: Angel VannWatres
9020 N. Capital of Tx Hwy Suite 250
Austin, TX 78759

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.

Rudy P. Milfort

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Commissioners Court - Regular Session**34.****Meeting Date:** 02/28/2017

Ratify the emergency services contract with MTech for repairs to the boilers at the Jail facility

Submitted For: Randy Barker**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 necessary repairs to one of the two boilers at the Jail facility, in the amount of \$15,200.00 under TIPS cooperative 1032615.

Background

Currently, both boilers at the Jail facility are leaking. One is under warranty, and awaiting repairs; however, the second one is older and leaking. If either completely malfunctions, the facility will be without hot water and in violation of Jail Standards.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMTech Service agreement and quote

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 08:08 AM

Started On: 02/22/2017 11:55 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR BOILER REPAIRS
(Williamson County Jail)
(TIPS 1032615)**

THIS SERVICES CONTRACT (hereinafter "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.

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. As described in the attached Statement of Work/Quotation, dated February 20, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit "A", 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.

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 X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$15,200.00 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.

IV.

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 <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

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.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated February 20, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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 Contract and shall in no manner incur any expense or

liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

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.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

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.

XII.

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

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Printed Name



Printed Name

Date: _____, 2017

Date: February 22, 2017

Exhibit "A"
Statement of Work/Quotation



Proposal

| Phone: 512.929.7090 | 1720 Royston Lane, Round Rock, TX 78664 | TACLA0020760C | M-18971 | TECL 29725 |

Date: January 26th, 2017

Proposal Number: 2017-1351

Customer: Williamson County

Attention: Toby Bennet

Location: Williamson County Jail House
405 MLK Blvd.

Email: TBonnet@wilco.org

Phone: 512-943-1612

Project Name: Heat Exchanger Replacement - Tip # 1032615

Scope of Work:

- Mtech will Provide labor and material to remove the existing heat exchanger and install a new heat exchanger for the west boiler
- Once complete with install Mtech will start up boiler and confirm proper function

Includes:

- Heat Exchanger
- Labor

Exclusions: No Overtime and any additional work outside of scope, Taxes where applicable

Quoted Price **\$15,200.00 (excludes tax)**

Prepared by:

Paul Wilson

Email: Paul.Wilson@csusa.us

Phone: 512-680-2878

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX. 78711 1.800.803.9202, 512.463.6599 Licensed by the Texas State Board of Plumbing Examiners, License #M-18971, Curtis Novinger, RMP. Correspondence with this Board should be directed to PO Box 4200, Austin, TX 78767. 512.458.2145

A Comfort Systems USA Company

COMFORT SYSTEMS USA

Commissioners Court - Regular Session**35.****Meeting Date:** 02/28/2017

Authorize the Renewal of Asphalt Cement

Submitted For: Randy Barker**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 Asphalt Cement, Contract #15IFB120, for the same pricing, terms and conditions as the existing Contract for the term of June 1, 2017 – May 31, 2018, with Martin Asphalt Company.

Background

This is the second extension of two (2) possible, one (1) year renewal options. Per our Vendor Performance Report Tracking System, this Vendor scored an average of 3 out of 5 based on their quality of work, timeliness and customer support (among various other measured qualities). Based on the Vendor meeting our requirements, the User Department wishes to renew.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments1 - Renewal2 - Form 1295

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/22/2017 01:37 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Commodity	Department:	Road & Bridge
Vendor Name:	Martin Asphalt Company		
Vendor Address:	3 Riverway Suite 1250, Houston, Texas 77056		
Purpose/Intended Use of Product or Service (summary):			
Asphalt Cement			
P.O./Contract Number:	15IFB120	Effective Date:	06/01/2017
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	05/31/2018
Requested By:	Terron Everston, Department Director		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for 2nd of two (2) one (1) year renewal option periods: 			
Renewal Option Period 2		June 1, 2017 – May 31, 2018	
Renewal Option Period 1		June 1, 2016 – May 31, 2017	
Initial Contract Period		June 2, 2015 – May 31, 2016	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Martin Asphalt Co.</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Tom Hernandez</u>	Dan A. Gattis	
Title	<u>Sales Manager</u>	Williamson County Judge	
Signature	<u>Tom</u>	Signature _____	
Date	<u>2-15-2017</u>	Date _____	



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

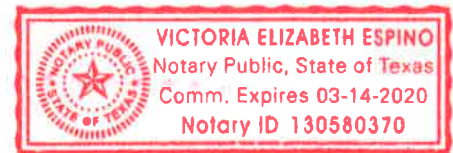
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	15IFB120
Contract Name:	Asphalt Cement
Name of Company:	Martin Asphalt Company
Contact Person:	Tom Hernandez
Phone:	713-350-6812
Email:	Tom.Hernandez@martinmtp.com
Date:	February 15, 2017
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

On this, the 15th day of February, 2017, before me a notary public, the undersigned officer, personally appeared Tom Hernandez, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Martin Asphalt
Houston, TX United States

Certificate Number:
2017-167107

Date Filed:
02/15/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

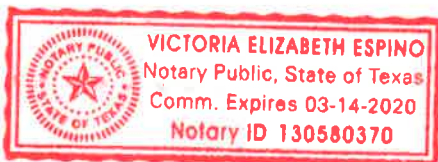
15IFB120
Asphalt Cement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MARTIN ASPHALT	Houston , TX United States	X	
	Williamson County	Georgetown, 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.



Tom y
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tom Hernandez, this the 15th day of February, 2017, to certify which, witness my hand and seal of office.

Victoria E. Espino
Signature of officer administering oath

Victoria E. Espino
Printed name of officer administering oath

Customer Service Manager
Title of officer administering oath

Commissioners Court - Regular Session**36.****Meeting Date:** 02/28/2017

Park Donations BA 02-28-2017

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 Park Donations.

Background

Donations include \$5,078.00 for Hill Country Cricket Field improvements, and \$222.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$5,300.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/21/2017 04:10 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 02/28/2017

Park Donations BA 02-28-2017

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 a budget amendment to acknowledge additional expenditures for Park Donations.

Background

Donations include \$5,078.00 for Hill Country Cricket Field improvements, and \$222.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$5,300.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/21/2017 04:16 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 02/28/2017

SO Donations BA 02-28-2017

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 a budget amendment to acknowledge additional revenues for the Sheriff's Office Donations:

Background

Donations include \$200.00 from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	VA Donations	\$200.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/21/2017 04:26 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 02/28/2017

SO Donations BA 02-28-2017

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 a budget amendment to acknowledge additional expenditures for the use of Victim's Assistance Donations:

Background

Donations include \$200.00 from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$200.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 10:28 AM

Started On: 02/21/2017 04:30 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 02/28/2017

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 Columbus Balbo

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:48 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 02/28/2017

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 the acquisition of real property for right-of-way for Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of real property on CR 305.
- k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- m) Discuss the acquisition of a drainage easement for CR 108.
- n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- o) Discuss the acquisition of real property for CR 258.
- p) Discuss the acquisition of real property for Lakeline Blvd.
- q) Discuss the acquisition of real property for US 183.
- r) Discuss the acquisition of real property for Hairy Man Rd.
- s) Discuss the acquisition of real property for SW Bypass.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/23/2017

Reviewed By

Wendy Coco

Date

02/23/2017 11:47 AM

Started On: 02/23/2017 10:47 AM

Commissioners Court - Regular Session**50.****Meeting Date:** 02/28/2017

FY 18 Budget Workshop

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

Information**Agenda Item**

Recess until 1:30 PM

Budget Kickoff Workshop with Commissioners Court

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 02/22/2017

Reviewed By

Wendy Coco

Date

02/22/2017 02:09 PM

Started On: 02/22/2017 01:48 PM