

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
APRIL 11TH, 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 – 19)

5. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0428-004010	CCL3/Visiting Judges	\$632
To	0100-0428-003005	CCL3/Office Furniture	\$632

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment >\$5,000	10,700.00
To	0100.0560.004100	Professional Services	\$10,700.00

7. Discuss, consider and take appropriate action on a line item transfer for the All County Courts Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	15000.00
To	0100-0425-004120	Competency Hearings	15000.00

8. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	Professional Services	100,000.00
To	0100-0435-004120	Competency Hearings	100,000.00

9. Discuss, consider, and take appropriate action on a Line Item Transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004500	Maintenance Contracts	\$7,836.92
To	0100-0581-004541	Vehicle Maintenance and Repair	\$7,836.92

10. Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications for new hire employee evaluation screening.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004500	Maintenance Contracts	\$2,200
To	0100-0581-004705	Pre-employment Screening	\$2,200

11. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Refrigerators, (6) Book Shelves, (45) Office chairs, (10) Desks, (20) File Cabinets, (16) Juice Containers, (5) Tables, (55) Camera Mounts, (1) Fan, (1) Camera, (1) Footrest, (1) Drawer organizer, (1) Pencil Drawer, (1) Document Stand, (1) Calculator, (1) Mouse, Misc. printer cartridges, Misc. Cd's and Cd sleeves, (1) Laptop, (1) Power cord, (1) Laptop bag, 2004 Chevy Impala, 2009 Chevy 1500 X Cab, (1) 2006 Chevy Impala, (1) 2005 International Work truck 7400, (1) 2003 Chevy Impala (see attached lists) pursuant to Tx local Gov't code 263.152
14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Fridge, and (1) 3-shelf utility cart with an electrical outlet (see attached list) pursuant to Tx. Local Gov't Code 263.152.

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including (100) Mattresses, (61) Pieces of inmate shirts and pants, (100) Inmate shoes, (81) Pieces of Inmate blankets and mattress covers and (29) Pieces of Inmate towels (see attached list) pursuant to Tx. Local Gov't code 263.152.
16. Consider acknowledging and accepting commissioners education certificate of completion for Cynthia Long for successfully completing the continuing education provisions of Article 81.0025 of the Texas Local Government Code.
17. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. William Catholic Church (620 Round Rock West-annual request)
18. Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Traffic Signal Warrant Study – CR 234 at Ronald Reagan Boulevard for Williamson County Road and Bridge.
19. Discuss, consider and take appropriate action on approval of the final plat for the Siena Sec 17 subdivision - Pct 4.

REGULAR AGENDA

20. Recognize the excellent work and efforts of the Telecommunications Professionals throughout Williamson County.
21. Discuss, consider and take appropriate action on approving the proclamation for Williamson County Child Fatality Review Team and Williamson County EMS proclaiming April 11, 2017 as the beginning of April Pools Day in Williamson County.
22. Discuss, consider and take appropriate action on proclamation designating May 2017 as Older Americans Month.
23. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
24. Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Frontier Communication and Williamson County for utility relocations on Seward Junction Southwest, a Road Bond Project in Commissioner Pct 2.
25. Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$350,000 from Long Term Planning LTP ROW (P457) to Corridor A1/FM1660 (P458) of \$70,000, Corridor C/SH29 Bypass (P459) of \$70,000, Corridor E1/FM3349 (P460) of \$70,000, Corridor F/US183 (P461) of \$70,000 and Corridor H/Sam Bass (P462) of \$70,000.
26. Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$3,983,960 from Long Term Planning LTP Corridor Study (P456) to Corridor A1/FM1660 (P458) \$909,765, Corridor C/SH29 Bypass (P459) \$595,735, Corridor E1/FM3349 (P460) \$997,360, Corridor F/US183 (P461) \$989,320 and Corridor H/Sam Bass (P462) \$491,780.

27. Discuss, consider and take appropriate action on approving 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$30,000 from 2006 Road Non-Departmental (P156) to CR 111 Extension (P249). Also move \$45,000 from CR 245 (P273) to SH 29 Bypass/Inner Loop (P243).
28. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$200,065.07 from Patriot Way @ SH29 (P308) to Hero Way West (P314). Also to close projects and move remaining balances from Patriot Way @ SH29 (P308) estimated at \$463,000, SH29 @ Cedar Hollow (P291) estimated \$105,000 and RM 2243 @ Escalera Parkway (P234) estimated at \$365,000 to SH 29 Bypass/Inner Loop (P243). Additionally, move \$1,750,000 from 2013 Road Non-Departmental (P290) to Pearson Ranch Road (P221) of \$1,000,000 and Forest North Drainage Study (P225) of \$750,000.
29. Discuss, consider and take appropriate action on a License Agreement with Larkspur Master Community, Inc. and Williamson County MUD 32.
30. Discuss, consider and take appropriate action on approving updates to the Employee Policy Manual related to lodging expense reimbursement.
31. Discuss, consider, and take appropriate action on authorizing service contract with T.F. Harper and Associates, for painting services at the Southwest Williamson County Regional Park, Tonkawa pavillion and restrooms, in the amount of \$18,105.00, under Buy Board contract no. 512-16.
32. Discuss, consider and take appropriate action on authorizing services contract with Commercial Swim Management LLC, for quarry splash pad work, in the amount of \$7235.00, under Buy Board contract no. 423-13.
33. Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services between Williamson County and KA Hickman Architects and Interior Designers, LLC for redesign of a room for storage purposes in relation to the Williamson County Georgetown Annex Project. The funding for this project is P-325.
34. Discuss, consider and take appropriate action on approving agreement between G&K Services and Williamson County for rental uniforms used by various departments within Williamson County as per Buyboard contract #507-16.
35. Discuss, consider and take appropriate action on authorizing the renewal of Inmate Phones, Contract #14RFP00222, for the same pricing, terms and conditions as the existing Contract for the term of August 13, 2017 – August 12, 2018, with Inmate Calling Solutions, LLC *dba* ICSolutions.
36. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed qualifications for RFQ 1704-155, Professional Engineering Services for Widening of CR 366.
37. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids. Aggregates for Surface Treatments under IFB # 1704-154.
38. Discuss, consider and take appropriate action on approving the service contract between Scientel Solutions LLC, and Williamson County ITS for Tower Structural Analysis, in the amount of \$5,600 and authorizing the County Judge to sign.

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)."

39.

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
- e) Mega Site

40.

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.
- t) Discuss the acquisition of real property for Crossroad Acres.

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.
- i) Discuss license agreement with Larkspur Master Community, Inc.

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

41. 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) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
- 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

42. 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).
43. 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)

44. Discuss and take appropriate action concerning economic development.
45. Discuss and take appropriate action concerning real estate.
46. 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) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
 - 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

47. 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.
48. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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:** 04/11/2017

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #3.

Background

One of the chairs in our office broke. This transfer will replace it.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0428-004010	CCL3/Visiting Judges	\$632
To	0100-0428-003005	CCL3/Office Furniture	\$632

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 03/31/2017

Reviewed By

Wendy Coco

Date

03/31/2017 10:35 AM

Started On: 03/31/2017 09:59 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 04/11/2017

Line Item Transfer for County Sheriff

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

The line item transfer is requested in order to uninstall the Interview Room at the Cedar Park Annex and re-install at HQ.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment >\$5,000	10,700.00
To	0100.0560.004100	Professional Services	\$10,700.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/06/2017 01:26 PM

04/06/2017 03:05 PM

Started On: 04/05/2017 01:35 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 04/11/2017

Line Item Transfer All County Courts Budget

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

Information**Agenda Item**

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

Background

A new line item for competency hearings has been created to facilitate reporting to the Indigent Defense Counsel. These fees have been paid from professional services historically. We are asking to transfer from Professional Services so that these fees can be charged to the new line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	15000.00
To	0100-0425-004120	Competency Hearings	15000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/06/2017 09:12 AM

04/06/2017 03:05 PM

Started On: 04/05/2017 02:45 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 04/11/2017

Line Item Transfer for All District Courts

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

Information**Agenda Item**

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

Background

A new line item for competency hearings has been created to facilitate reporting to the Indigent Defense Counsel. These fees have been paid from professional services historically. We are asking to transfer from Professional Services so that these fees can be charged to the new line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	Professional Services	100,000.00
To	0100-0435-004120	Competency Hearings	100,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/06/2017 09:12 AM

04/06/2017 03:05 PM

Started On: 04/05/2017 02:50 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 04/11/2017

Emergency Communications Line Item Transfer

Submitted For: Scott Parker**Submitted By:** Scott Parker, Emergency Communications**Department:** Emergency Communications**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a Line Item Transfer for Emergency Communications.

Background

This transfer is for the emergency repair of a camera on the communications support truck used by Emergency Communications. This camera is mounted on a mast and provides scene safety and emergency services support when the vehicle is deployed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0581-004500	Maintenance Contracts	\$7,836.92
To	0100-0581-004541	Vehicle Maintenance and Repair	\$7,836.92

AttachmentsWCEC-0581 Camera Quote

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Scott Parker

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/06/2017 01:26 PM

04/06/2017 03:05 PM

Started On: 04/06/2017 10:28 AM

Satellite and Wireless Solutions, LLC

20609 FM 2755

Royse City, TX 75189-3444

USA

Voice: 972-816-3810

Fax: 972-853-0847

QUOTATION

Quote Number: SWSWC010917

Quote Date: Jan 9, 2017

Page: 1

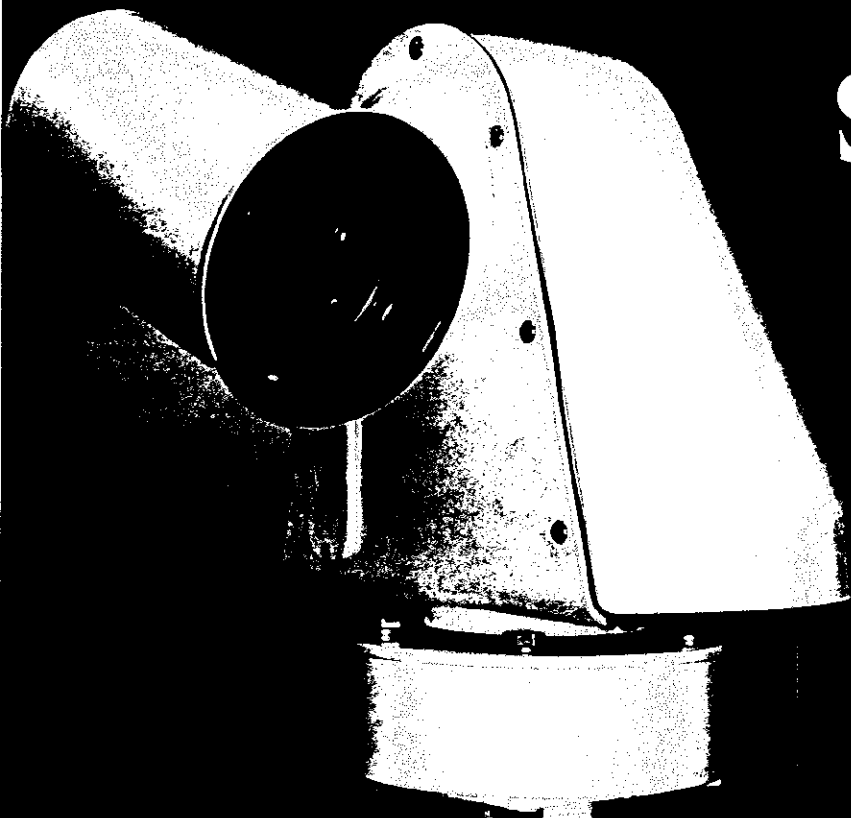
Quoted To:

Williamson County
Wilco Emergency Services-Comms
911 Tracy Chambers Lane
Georgetown, TX 78626
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
Wilco	4/2/17	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	SWSMCCP-T2	Mobile Command Surveillance Camera defective unit replacement with Sidewinder PTZ, 85-265 VAC, Side Egress, HD, 30X Optical Zoom; Rackmount Controller; Data; Camera Brakes, Data breakout box; cables and connectors	6,631.92	6,631.92
1.00				
1.00	SWS Support	Custom mount, installation, testing	1,205.00	1,205.00
1.00	DIR Contract Number	Texas DIR Contract Number: DIR-SDD-1993		
1.00	SWS Contact	Mike Rambo, 972-816-3810; Email: Rambo@swslimited.com		
Subtotal				7,836.92
Sales Tax				
TOTAL				7,836.92

When Failure is Not an Option!



Sidewinder

H.264 Series

Standard Definition

High Definition ~20X

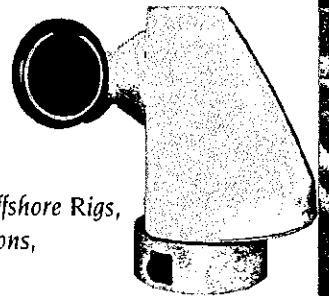
High Definition ~30X

Thermal Imager

The Whole Package!

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- ⇒ Light weight
- ⇒ Versatile for use in any application
- ⇒ Energy Wise
- ⇒ Low Maintenance
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- H.264/MPEG-4/MJPEG video encoding.
- Optional camera enclosure pressurization.
- ENG Option- locks pan/ tilt motion during vehicle travel.
- Optional RS422-485 Serial control (with composite analog video).

*Only available on SD and HD Versions

2064 Eastman Avenue, Suite 113 • Ventura, CA 93003-7787
toll free 866/gotowti (468.6984) • fax 805/339.0932

Product Information - Sidewinder : H.264 Series

WTI ~ Sidewinder : H.264 Series

Positioner

Pan/Tilt Drive	Pan Angle Range: continuous 360° Tilt Angle Range: continuous 360° Pan Speed: 100°/sec., proportional to zoom Tilt Speed: 100°/sec., proportional to zoom Pan/Tilt Repeatability: 0.05° 64 preset positions
Preset Title Generation	18 rows of 70 characters using default font and Logo Overlays
Tours	8 tours of 32 presets with individual dwell settings per preset
Protocol	ONVIF, Pelco-D, COHU, NTCIP, Bosch, Diamond, WTI
Firmware	Field upgradeable flash memory

Mechanical

Weight	14.5 lbs. (6.5Kgs)
Vibration (less Lens)	3g (rms) random 5 to 1000Hz, any axis
Air Contaminants	Withstands exposure to sand, dust, fungus, salt atmosphere, per MIL-E-5400T, Paragraph 3.2.24.7, 3.2.24.8, and 3.2.24.9

Electrical

Power Input	85-265 VAC, 50/60 Hz or 24 VAC
Power Consumption (with heater on)	50W

Environmental

Ambient Temp.	-40° F to +165° F (-40° C to +74° C), conforms to NEMA 2.1.5.1 std. TS2 for traffic control systems
Humidity	100% relative humidity
Protection Rating	IP-67/NEMA-4X/ASTM-B117 (entire camera)

Camera	H.264 SD	H.264 HD20X	H.264 HD30X	H.264 T.I.
Imager	1/4" Color Progressive scan, Interline Transfer CCD	1/2.8" Exmor CMOS 3.27 Megapixel	1/2.8" Exmor CMOS 2.14 Mega Pixel	7.6-14 Micron VOx un-cooled micro-bolometer
Resolution	540 Horizontal TV	1080p/720p (59.Hz)	1080p/720p (59.Hz)	225 horizontal TVL
Effective Pixels	768 x 494	1080p/720p 1080p 1920 x 1080 720P 1280 x 720	1080p/720p 1080p 1920 x 1080 720P 1280 x 720	320 x 240
Lens	High durability 36x optical zoom, F1.4 with 12x digital zoom	20x Optical zoom, F1.6 to F3.5 with 12x digital zoom	30x Optical zoom, F1.6 to F4.7 with 12x digital zoom	7.5mm Fixed athermal
Focal Length	3.4mm - 120mm	4.7mm - 94mm	4.3mm - 129mm	
Sensitivity	0.5 lux typical down to 0.01 lux in IR mode	0.5 lux (F1.6 with 50 IRE)	On/Off (F1.6 with 50 IRE) High Mode On: 0.35 lux High Mode Off: 1.4 lux	<50mK NEdT (Noise Equivalent Delta Temperature)
S/N Ratio	>52dB	>50dB	>50dB	>50dB
Iris	Auto or Manual Override	Auto or Manual Override	Auto or Manual Override	
Shutter	Auto or Manual Override	1/2 to 1/10,000 second	1/2 to 1/10,000 second	
Focus	Auto or Manual Override	Auto or Manual Override	Auto or Manual Override	Fixed athermal lens
WDR	On/Off	On/Off	On/Off	
De-Fog			On/Off	
H.264/MPEG-4/MJPEG Encoding Engine				
Video Encoding	H.264 (Baseline, Main, High Profile, up to level 4), MPEG-4, and MJPEG Standards			
Image Resolution	DI, VGA, HVGA, QVGA, 2CIF	720p, 1080p, DI, VGA, HVGA, QVGA, 2 CIF		DI, VGA, HVGA, QVGA, 2CIF
Video Stream	Seven independent stream configurations			
Streaming Mode	CBR or VBR	CBR or VBR		CBR or VBR
Image setting	GOP (M,N), Quality Value	GOP (M,N), Quality Value		GOP (M,N), Quality Value
Frame Rate	30, 15, 7, 4, 2, 1 (M, N)	30, 15, 7, 4, 2, 1 (M, N)		30, 15, 7, 4, 2, 1 (M, N)
Data Rate	Adjustable from 10K to 8 Mbps in VBR mode and 10K to 3Mbps in CBR mode	Adjustable from 64K to 12Mbps in VBR mode and 64K to 16 Mbps in CBR mode		Adjustable from 10K to 8 Mbps in VBR mode and 10K to 3Mbps in CBR mode
Connection Types	Uni-cast or Multi-cast			
Network				
Protocol Layers	RTP, RTSP, UDP, TCP, IP, IGMPv2, ICMP, ARP			



MADE IN THE USA

Contact a WTI applications engineer to configure a system to perfectly suit your needs.

Due to Wireless Technology, Inc.'s continuing efforts to engineer the best product, that is most responsive to our customer's needs, the above specifications are subject to change.



R0116

Commissioners Court - Regular Session**10.****Meeting Date:** 04/11/2017

Line Item Transfer for Emergency Communications

Submitted For: Scott Parker**Submitted By:** Scott Parker, Emergency Communications**Department:** Emergency Communications**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications for new hire employee evaluation screening.

Background

This request is to cover the expenses related to evaluation and screening of candidates for employment as a Public Safety Telecommunicator. The types of evaluations covered with these funds include drug screening, aptitude evaluation, decision making skills inventory, and State mandated psych evaluation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-004500	Maintenance Contracts	\$2,200
To:	0100-0581-004705	Pre-employment Screening	\$2,200

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Scott Parker

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

04/06/2017 01:26 PM

04/06/2017 03:06 PM

Started On: 04/06/2017 10:50 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 04/11/2017

Waive penalty and interest to customers as requested by the Tax Assessor/Collector.

Submitted For: Larry Gaddes**Submitted By:** Judy Kocian, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of the taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency."

Fiscal Impact

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

AttachmentsP & I Waiver 2016

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 11:05 AM

Williamson County Tax Office
Tax Assessor/Collector
Deborah M Hunt, CTA

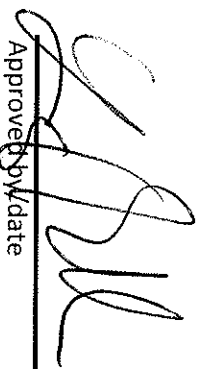
Waiver Requests for 2015 Penalty & Interest


April 27, 2016

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayers knows or should know of delinquency."

Property ID#	Name	P&I Amount	Relevant Code	Reason
R021070	Schneider, Dieter	\$759.48	33.011	WCTO clerical error
R470096	Ganapathi, Savitha	\$263.60	33.011	Electronic funds transfer error
P479260	Bushs Chicken	\$583.22	33.011	WCAD clerical error.
R478936	Njipwo, Pierre Nya	\$519.27	33.011	USPS error
R317642	Jahnke, Gary & Laurie Whalen	\$310.40	33.011	Electronic funds transfer error
R411921	Wilson, David Wesley	\$374.61	33.011	Electronic funds transfer error
R060863	Young, Josh & Andee	\$322.53	33.011	WCAD clerical error.
R042024	Renew Spa LLC	\$418.05	33.011	USPS error

Property ID#	Name	P&I Amount	Relevant Code	Reason
R050909	Arami, Mohammad & Azita Monajemi	\$635.99	33.011	USPS error
R388468	Vale Building Group, LLC	\$329.36	33.011	WCAD clerical error.
R063274	Ramakrishna Ashrama	\$247.91	33.011	WCAD clerical error.
R335031	Meador, Richard	\$430.08	33.011	USPS error


 Approved by/date 5/10/16


 Approved by/date

Commissioners Court - Regular Session**12.****Meeting Date:** 04/11/2017

Compensation Items

Submitted For: Tara Raymore**Submitted By:** Kristy Sutton, 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 documentation for details.

Fiscal Impact

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

AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kristy Sutton
Final Approval Date: 04/06/2017

Reviewed By

Tara Raymore
Wendy Coco

Date

04/05/2017 10:02 AM
04/06/2017 09:11 AM
Started On: 04/04/2017 10:19 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Clerk Archives	0661	13417	\$31,836.47	\$32,473.19	\$636.72	2.00%	Merit	Unallocated	4/7/2017
Fleet	0087	03013	\$54,591.16	\$55,682.90	\$1,091.74	2.00%	Merit	Unallocated	4/7/2017
Juvenile Services	1173	12841	\$34,216.00	\$35,584.64	\$1,368.64	4.00%	Merit	Unallocated	4/21/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**13.****Meeting Date:** 04/11/2017

Asset Transfer 4-11-2017

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (2) Refrigerators, (6) Book Shelves, (45) Office chairs, (10) Desks, (20) File Cabinets, (16) Juice Containers, (5) Tables, (55) Camera Mounts, (1) Fan, (1) Camera, (1) Footrest, (1) Drawer organizer, (1) Pencil Drawer, (1) Document Stand, (1) Calculator, (1) Mouse, Misc. printer cartridges, Misc. Cd's and Cd sleeves, (1) Laptop, (1) Power cord, (1) Laptop bag, 2004 Chevy Impala, 2009 Chevy 1500 X Cab, (1) 2006 Chevy Impala, (1) 2005 International Work truck 7400, (1) 2003 Chevy Impala (see attached lists) pursuant to Tx local Gov't code 263.152

Background

Fiscal Impact

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

Attachments[Asset Transfer](#)[Asset Transfer 1](#)[Asset Transfer 2](#)[Asset Transfer 3](#)[Asset Transfer 4](#)[Asset Transfer 5](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:06 AM

Started On: 04/04/2017 08:47 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	White refrigerators (Kenmore and Estate)			Working
6	Book Shelves (4 brown and 2 gray)			Working
45	Officer Chairs			Working
10	Desk			Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

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

Chief Doyer

Lieutenant Chris Watts

Print-Name

Print Name

Signature

Date Phone Number

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

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

Print Name

Print Name

Signature

Date Phone Number

MAR 30 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
7	4 drawer file cabinets	WorkPro 260	—	Good

Parties involved:

FROM (Transferor Department): Personal Bonds (0416)

Transferor - Elected Official/Department Head/Authorized Staff:

Teri Miller

Print Name

[Signature]

Signature

Contact Person:

Teri Miller

Print Name

512-943-1496

Phone Number

3/28/17

Date

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

RECEIVED

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

FORWARD TO COUNTY AUDITOR'S OFFICE
 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Williamson County

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☒ SALE at the earliest auction * ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
16	Inmate Kitchen Juice Containers			Working
5	Tables			Working
55	Celling Camera Mounts			Working
13	File Cabinets			Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

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

Chief Doyer

Lieutenant Chris Watts

Print-Name

Print Name

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

Print Name

Print Name

MAR 30 2017

Signature

Date Phone Number

 AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

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Williamson County

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 ☐ 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:

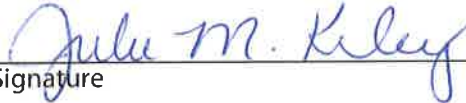
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Honeywell fan, small			Non-Working
1	Sprint PCS Vision camera	QE61H-MAGIC02AA		Working
1	Fellowes footrest			Working
1	Drawer organizer			Working
1	Pencil drawer, to be mounted to a desk shell			Working

Parties involved:
FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/Authorized Staff:

Julie M. Kiley

Print Name



Signature

March 27, 2017

Date

Contact Person:

Lisa Moore

Print Name

+1 (512) 943-1623

Phone Number

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

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

Contact Person:
RECEIVED

Print Name

Print Name

MAR 27 2017

Signature

Date

Phone Number

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

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Williamson County

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☒ 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:

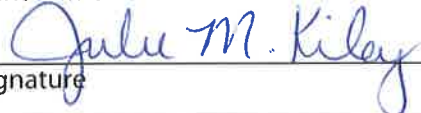
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Kensington document stand			Working
1	Canon P1-DHV G palm-size portable calculator, no cover			
1	Kensington trackball/mouse combination			
	Miscellaneous small printer cartridges and ribbons			
	Miscellaneous blank CDs and CD sleeves			

Parties involved:
FROM (Transferor Department): Auditor's Office

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

Julie M. Kiley

Print Name



Signature

March 27, 2017

Date

Contact Person:

Lisa Moore

Print Name

+1 (512) 943-1623

Phone Number

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

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

Contact Person:
RECEIVED

Print Name

Print Name

MAR 27 2017

Signature

Date

Phone Number

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

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude E7440	1YCWL32		Working
1	Power cord			
1	Laptop bag			

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



March 30, 2017

+1 (512) 943-1623

Signature

Date Phone Number

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

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

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

RECEIVED

Signature

Date Phone Number

MAR 30 2017

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

Forward to County Auditor's Office

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

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

Court Document



Vehicle Status Change

Human Resources

County VIN/Serial #:

1GCEC19029Z296170

Department:

210 - Unified Road Systems

Equipment Number (Door Number):

UB0947

License Plate:

1326835

Year:

2009

Make:

CHEVROLET

Model:

1500 X CAB

Reason for Status Change:

- ☒ High Mileage: List actual mileage 132555
- ☐ Not mechanically sound: Explain below
- ☐ Transfer (complete *Receiving Department* section)
- ☐ Other: Explain below

Explanation:

i:0#.f|membership|jivey@wilco.org2017-03-28T14:33:01

2017-03-28

Elected Official/Department Head/Authorized Staff Signature

Date:

Vehicle Status Change/Title Determination - To be completed by Fleet Services Manager

Method of Status change: This vehicle is to be considered for: (select one)

- ☒ Sale at the earliest auction
- ☐ Salvage for parts
- ☐ Trade-in for new assets of same general type for the county
- ☐ Transfer
- ☐ Sale to insurance
- ☐ SALE to a government entity/civil or charitable organization in the county at fair market value
- ☐ Other

i:0#.f|membership|kevin.teller@wilco.org2017-03-28T15:30:29

2017-03-28

Authorized Fleet Staff Digital Signature

Date

To be completed by **Human Resources (hr_risk@wilco.org)**:

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-03-29T10:02:54

2017-03-29

Employee Authorizing Digital Signature

Date

Vehicle Status Change/Title Determination - To be completed by the Auditors Office:

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ☐ Salvage Title
- ☐ Non-repairable Title
- ☐ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-03-30T15:39:41

2017-03-30

Date

Authorized Employee Digital Signature

Human Resources

Created by Williamson County Technology Services

Court Document



Vehicle Status Change

Human Resources

County VIN/Serial #:

1HTWHAAR45J179315

Department:

210 - Unified Road Systems

Equipment Number (Door Number):

UDT0520

License Plate:

1137029

Year:

2005

Make:

INTERNATIONAL

Model:

7400

Reason for Status Change:

- ☒ High Mileage: List actual mileage 296089
- ☐ Not mechanically sound: Explain below
- ☐ Transfer (complete *Receiving Department* section)
- ☐ Other: Explain below

Explanation:

i:0#.f|membership|jivey@wilco.org2017-03-21T10:34:10

2017-03-21

Elected Official/Department Head/Authorized Staff Signature

Date:

Vehicle Status Change/Title Determination - To be completed by Fleet Services Manager

Method of Status change: This vehicle is to be considered for: (select one)

- ☒ Sale at the earliest auction
- ☐ Salvage for parts
- ☐ Trade-in for new assets of same general type for the county
- ☐ Transfer
- ☐ Sale to insurance
- ☐ SALE to a government entity/civil or charitable organization in the county at fair market value
- ☐ Other

i:0#.f|membership|kevin.teller@wilco.org2017-03-20T14:20:53

2017-03-20

Authorized Fleet Staff Digital Signature

Date

To be completed by **Human Resources** (hr_risk@wilco.org):

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-03-22T10:38:24

2017-03-22

Employee Authorizing Digital Signature

Date

Vehicle Status Change/Title Determination - To be completed by the Auditors Office:

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ☐ Salvage Title
- ☐ Non-repairable Title
- ☐ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-03-22T11:29:35

2017-03-22

Date

Authorized Employee Digital Signature

Human Resources

Created by Williamson County Technology Services

Court Document



Vehicle Status Change

Human Resources

County VIN/Serial #:

2G1WB58K269143627

Department:

475 - County Attorney

Equipment Number (Door Number):

AA0676

License Plate:

BJW6796

Year:

2006

Make:

Chevy

Model:

Impala

Reason for Status Change:

- ☐ High Mileage: List actual mileage
- ☐ Not mechanically sound: Explain below
- ☐ Transfer (complete *Receiving Department* section)
- ☒ Other: Explain below

Explanation:

Years in service and high mileage

i:0#.f|membership|mhightower@wilco.org2017-03-27T08:27:21

2017-03-27

Elected Official/Department Head/Authorized Staff Signature

Date:

Vehicle Status Change/Title Determination - To be completed by Fleet Services Manager

Method of Status change: This vehicle is to be considered for: (select one)

- ☒ Sale at the earliest auction
- ☐ Salvage for parts
- ☐ Trade-in for new assets of same general type for the county
- ☐ Transfer
- ☐ Sale to insurance
- ☐ SALE to a government entity/civil or charitable organization in the county at fair market value
- ☐ Other

i:0#.f|membership|kevin.teller@wilco.org2017-03-27T10:24:04

2017-03-27

Authorized Fleet Staff Digital Signature

Date

To be completed by **Human Resources** (hr_risk@wilco.org):

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-03-30T11:32:43

2017-03-30

Employee Authorizing Digital Signature

Date

Vehicle Status Change/Title Determination - To be completed by the Auditors Office:

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ☐ Salvage Title
- ☐ Non-repairable Title
- ☐ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-03-30T15:04:01

2017-03-30

Date

Authorized Employee Digital Signature

Human Resources

Created by Williamson County Technology Services

Court Document



Vehicle Status Change

Human Resources

County VIN/Serial #:

2G1WF55K539279111

Department:

341 - Mobile Outreach

Equipment Number (Door Number):

MA0310

License Plate:

T21PFW

Year:

2003

Make:

Chevrolet

Model:

Impala

Reason for Status Change:

- ☐ High Mileage: List actual mileage
- ☒ Not mechanically sound: Explain below
- ☐ Transfer (complete *Receiving Department* section)
- ☐ Other: Explain below

Explanation:

i:0#.f|membership|jwilliby@wilco.org2017-03-21T10:32:45

2017-03-21

Elected Official/Department Head/Authorized Staff Signature

Date:

Vehicle Status Change/Title Determination - To be completed by Fleet Services Manager

Method of Status change: This vehicle is to be considered for: (select one)

- ☒ Sale at the earliest auction
- ☐ Salvage for parts
- ☐ Trade-in for new assets of same general type for the county
- ☐ Transfer
- ☐ Sale to insurance
- ☐ SALE to a government entity/civil or charitable organization in the county at fair market value
- ☐ Other

i:0#.f|membership|kevin.teller@wilco.org2017-03-21T11:54:35

2017-03-21

Authorized Fleet Staff Digital Signature

Date

To be completed by **Human Resources** (hr_risk@wilco.org):

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-03-23T08:39:26

2017-03-23

Employee Authorizing Digital Signature

Date

Vehicle Status Change/Title Determination - To be completed by the Auditors Office:

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ☐ Salvage Title
- ☐ Non-repairable Title
- ☐ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-03-23T09:53:13

2017-03-23

Date

Authorized Employee Digital Signature

Human Resources

Created by Williamson County Technology Services

Court Document



Vehicle Status Change

Human Resources

County VIN/Serial #:

2G1WF55K849428662

Department:

475 - County Attorney

Equipment Number (Door Number):

AA0475

License Plate:

CS4H968

Year:

2004

Make:

Chevy

Model:

Impala

Reason for Status Change:

- ☐ High Mileage: List actual mileage
- ☐ Not mechanically sound: Explain below
- ☐ Transfer (complete *Receiving Department* section)
- ☒ Other: Explain below

Explanation:

Years in service and high mileage

i:0#f|membership|mhighlighttower@wilco.org2017-03-27T08:33:13

2017-03-27

Elected Official/Department Head/Authorized Staff Signature

Date:

Vehicle Status Change/Title Determination - To be completed by Fleet Services ManagerMethod of Status change: This vehicle is to be considered for: (select one)

- ☒ Sale at the earliest auction
- ☐ Salvage for parts
- ☐ Trade-in for new assets of same general type for the county
- ☐ Transfer
- ☐ Sale to insurance
- ☐ SALE to a government entity/civil or charitable organization in the county at fair market value
- ☐ Other

i:0#f|membership|kevin.teller@wilco.org2017-03-27T10:20:16

2017-03-27

Authorized Fleet Staff Digital Signature

Date

To be completed by **Human Resources** (hr_risk@wilco.org):

All applicable accident paperwork has been received and there is no

litigation pending on this unit. It has been cleared for retirement.

i:0#.f|membership|heather.kirkwood@wilco.org 2017-03-28T09:10:05

2017-03-28

Employee Authorizing Digital Signature

Date

Vehicle Status Change/Title Determination - To be completed by the **Auditors Office:**

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- ☐ Salvage Title
- ☐ Non-repairable Title
- ☐ No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-03-30T15:41:52

2017-03-30

Date

Authorized Employee Digital Signature

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**14.****Meeting Date:** 04/11/2017

Asset Transfer 04-11-2017

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 inter-departmental transfer including (1) Fridge, and (1) 3-shelf utility cart with an electrical outlet (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: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:06 AM

Started On: 04/04/2017 11:16 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Frigidaire Refrigerator/Freezer	S/N BA43506147	n/a	Working

Parties Involved:

FROM (Transferor Department): District Clerk

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

Contact Person:

Lisa David

Teresa Maskunas

Print Name

Print Name

Signature

March 23, 2017

Date

+1 (512) 943-1212

Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Balliff Office 360

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

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Lt. Pearson

Print Name

Print Name

Signature

Date

+1 (512) 943-1190

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	3-Shelf Utility Cart with Electrical outlet	Luxor		Working

Parties involved:

FROM (Transferor Department): District Clerk

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

Teresa Maskunas

Print Name

Print Name

Signature

March 27, 2017

Date

+1 (512) 943-1212

Phone Number

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

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

Stephanie Lloyd

Print Name

Print Name

Signature

March 27, 2017

Date

512-943-1116

Phone Number

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

Forward to County Auditor's Office

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

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Commissioners Court - Regular Session**15.****Meeting Date:** 04/11/2017

Asset Destruction 4-11-2017

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through destruction including (100) Mattresses, (61) Pieces of inmate shirts and pants, (100) Inmate shoes, (81) Pieces of Inmate blankets and mattress covers and (29) Pieces of Inmate towels (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: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:06 AM

Started On: 04/04/2017 11:52 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
100	Inmate Mattresses			Non-Working
61	Pieces of Inmate Shirts and Pants			Non-Working
100	Inmate Shoes			Non-Working
81	Pieces of Inmates Blankest and Mattress Covers			Non-Working
29	Pieces of Inmate Towels			Non-Working

Parties involved:**FROM** (Transferor Department): 570 Corrections
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Chief Doyer

Lieutenant Chris Watts

Print Name

Print Name



9431689

Signature

Date Phone Number


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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

MAR 30 2017

AUDITOR'S OFFICE

WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**16.****Meeting Date:** 04/11/2017

Continuing Education

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

Information**Agenda Item**

Consider acknowledging and accepting commissioners education certificate of completion for Cynthia Long for successfully completing the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCertificate of Completion

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 04/04/2017

Reviewed By

Wendy Coco

Date

04/04/2017 08:20 AM

Started On: 04/03/2017 10:04 AM

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

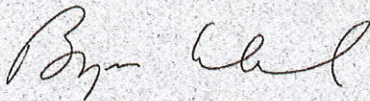
This is to certify that

Cynthia Long

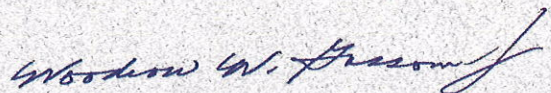
Williamson County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2016



Byron Underwood, Chairman
Commissioners Education Committee



Woody Gossom, President
County Judges and Commissioners
Association of Texas

Commissioners Court - Regular Session**17.****Meeting Date:** 04/11/2017

Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Robert Chody**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. William Catholic Church (620 Round Rock West-annual request)

Background

This agreement gives permission for St. William Catholic Church to contract County Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. We are updating our agreements since Sheriff Chody took office on January 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSt. William Catholic Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/04/2017 05:48 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 29th of March, 2017 and shall terminate on September 30, 2019. 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: Saint William Catholic Church

Signature: Arnoldo Rodriguez Sr

Printed Name: Arnoldo Rodriguez Sr

Title: Director of Facilities

Date: March 31, 2017

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Rg

Date: 4-4-17, 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**18.****Meeting Date:** 04/11/2017

Kimley Horn and Associates WA 3 Signal Warrant Study CR 234 at Ronald Reagan

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

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Traffic Signal Warrant Study – CR 234 at Ronald Reagan Boulevard for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWA 3 - Signal Warrant Study - CR 234 at Ronald Reagan

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/05/2017 04:32 PM

WORK AUTHORIZATION NO. 3

PROJECT: Traffic Signal Warrant Study – CR 234 at Ronald Reagan Boulevard

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 3, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$8,915.00.

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

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

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

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

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

EXECUTED this ____ day of _____, 2017.

ENGINEER:

Kimley-Horn and Associates

COUNTY:

Williamson County, Texas

By:


Signature

By:

Signature

Brian Boecker

Printed Name

Printed Name

Vice President

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

Services to be Provided by the County

Locations: CR 234 at Ronald Reagan Boulevard

Project: Traffic Signal Warrant Study

SCOPE OF WORK OVERVIEW

This project will study the need for a traffic signal at the intersection of CR 234 and Ronald Reagan Boulevard. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection meets any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

SERVICES TO BE PROVIDED BY THE COUNTY

The County shall provide all information requested by K-H during the project, including but not limited to the following:

- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide available copies of associated studies and coordination with ongoing related county projects.
- Provide accident data reports for the past three years through the TxDOT CRIS system.
- Provide decisions in a timely manner.
- Process payment to Engineer in a timely manner.

ATTACHMENT B

Services to be Provided by the Engineer

Locations: CR 234 at Ronald Reagan Boulevard

Project: Traffic Signal Warrant Study

SCOPE OF WORK OVERVIEW

This project will study the need for a traffic signal at the intersection of CR 234 at Ronald Reagan Boulevard. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection meets any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

Kimley-Horn and Associates, Inc. (KHA) will perform typical project management duties to meet the schedule discussed in subsequent sections. Project management duties will include coordination and communication with the Client, coordination with the data collection firm, and accounting activities related to the performance of the study.

Task 2. Data Collection

- 2.1 **Intersection Data** – KHA will collect existing lane geometries, traffic control, and speed limits, for the intersection listed above.
- 2.2 **Photo Log** – KHA will photograph the approaches to each intersection for verification of field data.
- 2.3 **Turning Movement Counts** – KHA will collect weekday peak period turning movement counts from 7 - 9 AM (morning peak), and 4 - 6 PM (afternoon peak) and Saturday counts from 11 AM - 1 PM. The two hour counts will be refined into peak demand hours with calculated peak hour factors for each approach. These data will be used to determine the optimum cycle length and green times for each intersection.
- 2.4 **Daily Traffic Volumes** – KHA will collect 24-hour approach counts on each leg of the intersection approaches.
- 2.5 **Accident Data** – Historical accident data will be collected from the County for the latest three years available.

Task 3. Apply Traffic Signal Warrant Criteria

KHA will apply warrants from the Texas Manual on Uniform Traffic Control Devices (TMUTCD) to the traffic count and accident data.

KHA will determine the applicable traffic control device that is warranted at the study intersection.

Task 4. Meetings

KHA will attend project meetings with the County as required. For the purpose of this proposal, it is assumed that up to two (2) such meetings will be held.

KHA's involvement in any additional meetings will be billed on an hourly basis in accordance with the attached rate schedule.

Task 5. Technical Memorandum

KHA will prepare a technical memorandum detailing the results of the study and describing recommendations. Two (2) draft copies of the memorandum will be provided to the County for review.

Within five (5) business days of receiving review comments, KHA will finalize the technical memorandum and provide four (4) copies to the County. All reports will be signed and sealed by an engineer licensed to practice in the State of Texas.

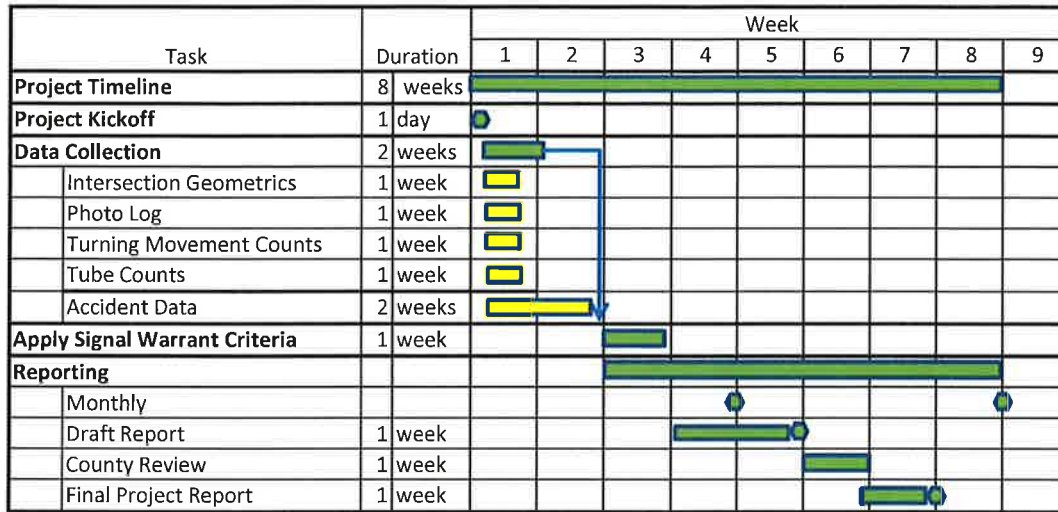
Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:




- Analyses of additional intersections;
- Operational analysis;
- PS&E services including, but not limited to, roadway design, signal design, and pavement design;

Additional analyses or major re-works required resulting from County comments that are inconsistent with KHA's original direction from the County.

Attachment C
CR 234 at Ronald Reagan Boulevard
PROJECT SCHEDULE



LEGEND:

-  Project Milestone
-  Work Progress
-  Task Progress

WORK AUTHORIZATION 1

Attachment D

Project Name: Traffic Signal Warrant Study
Project Description: CR 234 at Ronald Reagan Boulevard
Prepared By: Kimley-Horn and Associates, Inc.

Task #	KHA Task Name	Direct Labor (Person-Hours)					KHA Labor Expense (\$)	Sub-Contractor and Expense (\$)
		Principal	Senior Transportation Engineer II	Engineer	Secretary / Clerical	KHA Labor Total (hours)		
		\$240.00	\$215.00	145.00	75.00			
1	Project Management							
	Project Control and Management	1			1	2	315	
	Project Records and Files	1			1	2	315	
	Status Reports and Invoicing	1			1	2	315	
	Task Total (Hours)	3	0	0	3	6		
	Task Total (Dollars)	\$720	\$0	\$0	\$225		\$945	\$0
2	Data Collection							
	Tube Counts (4 approaches)	1		1		2	385	\$600
	Turning Movement Counts (3 peak periods)		1					\$360
	Delay Study (3 peak periods)		1	2				\$360
	Accident Data		1	4				
	Site Recon (Video / Photos / Drawings)		2	6				
	Task Total (Hours)	1	5	13	0	2		
	Task Total (Dollars)	\$240	\$1,075	\$1,885	\$0		\$385	\$1,320
3	Speed Study Analysis							
	Signal Warrant Count Data		2	2				
	Signal Warrant Site Analysis (ADA, peds)	1	3			4	865	
	Signal Warrant Crash Data		1	4		5	795	
	Task Total (Hours)	1	6	6	0	9		
	Task Total (Dollars)	\$240	\$1,290	\$870	\$0		\$1,680	\$0
4	Technical Memo Report							
	Draft					0	0	
	- Report	1	8			9	1960	
	- Exhibits		2	8		10	1590	
	Revisions		2	4		6	1010	
	Final Report	1	2		2			
	Task Total (Hours)	2	14	12	2	25		
	Task Total (Dollars)	\$480	\$3,010	\$1,740	\$150		\$4,560	\$0
5	Project Coordination Meeting							
	Task Total (Hours)	0	0	0	0	0	0	
	Task Total (Dollars)	\$0	\$0	\$0	\$0		\$0	\$0
	TOTAL (Hours)	7	25	31	5	68		
	TOTAL (Fee)	\$1,680	\$5,375	\$4,495	\$375		\$7,570	\$1,320

Project Summary

Expenses					
Subconsultants Data Collection					\$1,320
Mileage	50.0 Miles X	\$0.500	per mile		\$25
11"x17" Plots	0.0 Plots X	\$0.20	per plot		\$0
8-1/2"x11" Plots	0.0 Plots X	\$0.10	per plot		\$0
Total					\$1,345
K-H LABOR					\$7,570
GRAND TOTAL					\$8,915

Commissioners Court - Regular Session**19.****Meeting Date:** 04/11/2017

Discuss consider and take appropriate action on approval of the final plat for the Siena Sec 17 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 final plat for the Siena Sec 17 subdivision - Pct 4.

Background

This is the next section of the Siena development. It consists of 77 single-family lots 2,851 feet of new public roads. Construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFinal Plat - Siena Sec 17

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 04/06/2017

Reviewed By

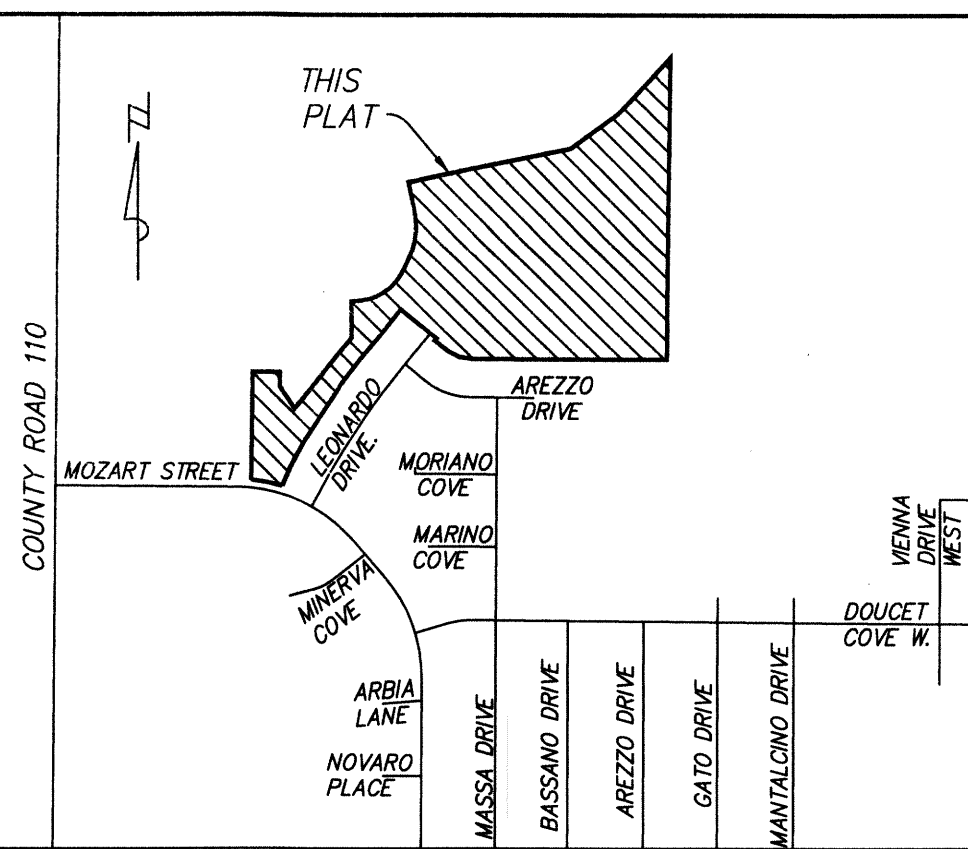
Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/04/2017 03:38 PM

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NOTES:

1. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
2. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. WATER SERVICE WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
4. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
5. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.
6. 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.

MINIMUM FLOOR ELEVATIONS:

LOT	BLOCK	ELEVATION
99	O	708.1
100	O	707.5
101	O	707.0
102	O	706.3
103	O	705.6
104	O	705.0
105	O	704.6
106	O	704.8
107	O	705.0
123	O	700.6
93	R	698.4
94	R	698.7
95	R	699.1
96	R	699.5
97	R	699.5
98	R	699.5
99	R	698.3
100	R	697.1

ELEVATIONS ARE NAVD 88

EASEMENTS:

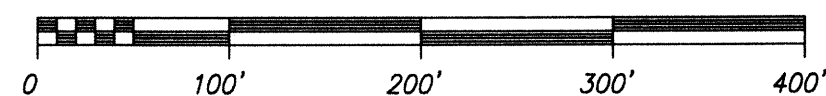
A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

PUBLIC NEW STREETS

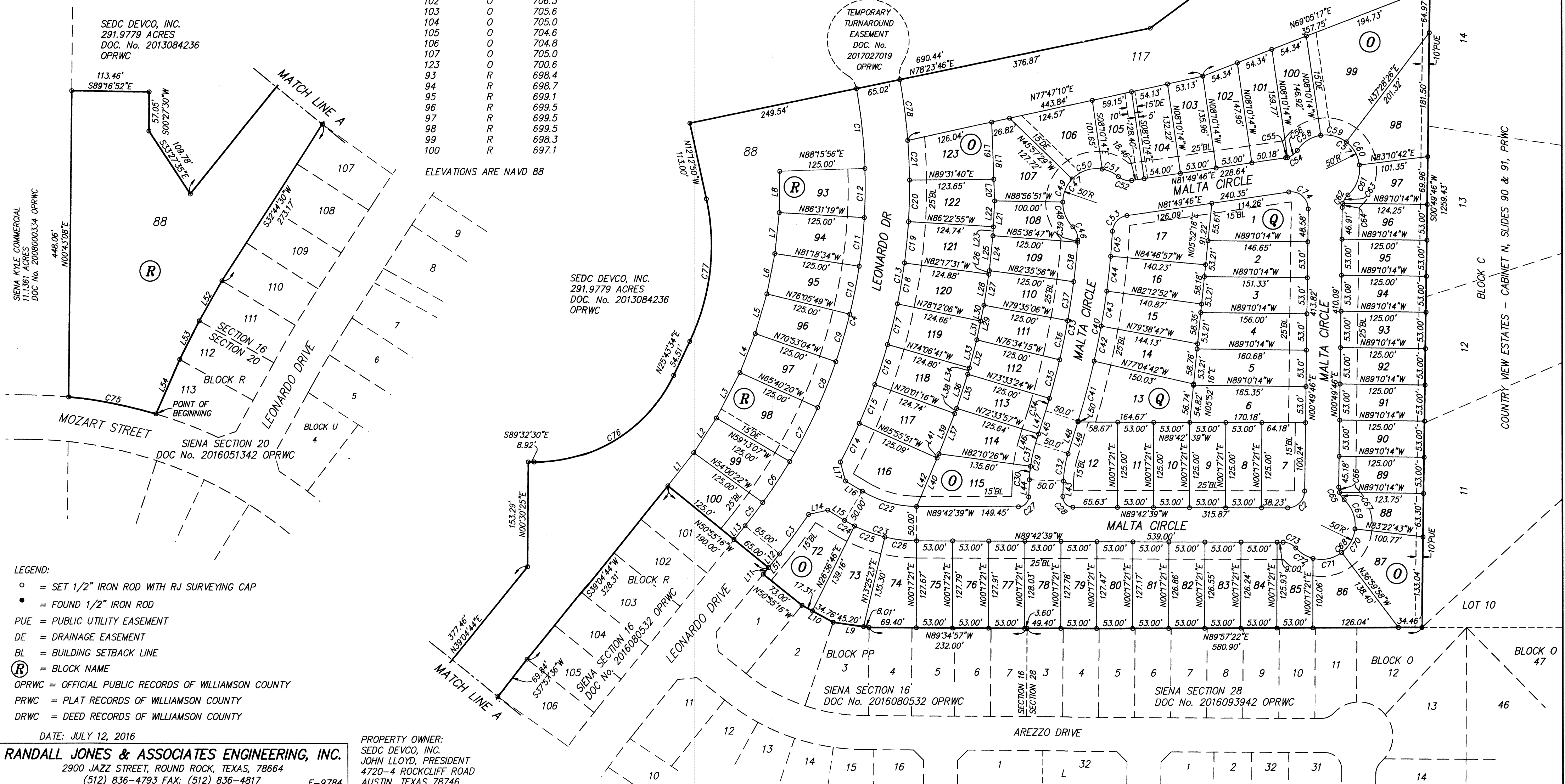
NAME	LENGTH	ROW WIDTH	DESIGN SPEED
LEONARDO DRIVE	736	65	35
MALTA CIRCLE	2115	50	30
TOTAL	2851		

PLAT OF
SIENA SECTION 17

SCALE: 1" = 100'



SEDC DEVCO, INC.
291.9779 ACRES
DOC. No. 2013084236
OPRWC



LEGEND:
○ = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
● = FOUND 1/2" IRON ROD
PUE = PUBLIC UTILITY EASEMENT
DE = DRAINAGE EASEMENT
BL = BUILDING SETBACK LINE
Ⓡ = BLOCK NAME
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
DRWC = DEED RECORDS OF WILLIAMSON COUNTY

DATE: JULY 12, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

PROPERTY OWNER:
SEDC DEVCO, INC.
JOHN LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

TOTAL AREA OF PLAT: 25.37 ACRES
SURVEY: ROBERT McNUTT SURVEY, ABSTRACT No. 422
77 SINGLE FAMILY LOTS (55 @ 53' & 22 @ 63')

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THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 291.9779 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 367.148 ACRE TRACT OF LAND CONVEYED TO SEDC DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod set in the North Line of Mozart Street at the Southwest Corner of Lot 113, Block R, Siena Section 20, according to the plat thereof recorded in Document No. 2016051342 of the Official Public Records of Williamson County, Texas;

THENCE 130.48 feet along the arc of a curve to the left and the North Line of Mozart Street, said curve having a radius of 682.50 feet, a central angle of 10°57'13", and a chord bearing N.79°00'32"W., 130.28 feet to a 1/2" iron rod set in the West Line of said 291.9779 Acre Tract and the East Line of that 11.1361 Acre Tract conveyed to Siena Kyle commercial by deed recorded in Document No. 2008000334 of the Official Public Records of Williamson County, Texas;

THENCE N.00°43'08"E. along the West Line of said 291.9779 Acre Tract and the East Line of said 11.1361 Acre Tract a distance of 448.06 feet to a 1/2" iron rod set;

THENCE across said 291.9779 Acre Tract the following 13 courses:

1. S.89°16'52"E. a distance of 113.46 feet to a 1/2" iron rod set;
2. S.00°27'30"W. a distance of 57.05 feet to a 1/2" iron rod set;
3. S.33°27'35"E. a distance of 109.78 feet to a 1/2" iron rod set;
4. N.39°04'44"E. a distance of 377.46 feet to a 1/2" iron rod set;
5. N.00°30'25"E. a distance of 153.29 feet to a 1/2" iron rod set;
6. S.89°32'30"E. a distance of 8.92 feet to a point of curvature of a curve to the left;
7. Northeasterly, along the arc of said curve to the left a distance of 254.20 feet, said curve having a radius of 225.00 feet, a central angle of 64°43'56", and a chord bearing N.58°05'32"E., 240.90 feet to a 1/2" iron rod set;
8. N.25°43'34"E. a distance of 54.51 feet to a 1/2" iron rod set to a point of curvature of a curve to the left;
9. Northerly, along the arc of said curve to the left a distance of 215.21 feet, said curve having a radius of 325.00 feet, a central angle of 37°56'24", and a chord bearing N.06°45'22"E., 211.30 feet to a 1/2" iron rod set;
10. N.12°12'50"W. a distance of 113.00 feet to a 1/2" iron rod set;
11. N.78°23'46"E. a distance of 690.44 feet to a 1/2" iron rod set;
12. N.53°40'44"E. a distance of 250.27 feet to a 1/2" iron rod set;
13. N.42°47'05"E. a distance of 315.41 feet to a 1/2" iron rod set in the East Line of said 291.9779 Acre Tract and the West Line of Country View Estates, according to the plat thereof recorded in Cabinet N, Slides 90 and 91 of the Plat Records of Williamson County, Texas;

THENCE S.00°49'46"W. along the East Line of said 291.9779 Acre Tract and the West Line of Country View Estates a distance of 1259.43 feet to a 1/2" iron rod found;

THENCE across said 367.148 Acre Tract the following two courses:

1. S.89°57'22"W. a distance of 580.90 feet to a 1/2" iron rod set;
2. N.89°34'57"W. (at 100.97 feet pass the common line of said 367.148 Acre Tract and said 291.9779 Acre Tract) in all a distance of 232.00 feet to a 1/2" iron rod set;

THENCE across said 291.9779 Acre Tract the following nine courses:

1. N.81°40'53"W. a distance of 53.21 feet to a 1/2" iron rod set;
2. N.61°09'34"W. a distance of 52.06 feet to a 1/2" iron rod set;
3. N.50°55'16"W. a distance of 73.00 feet to a 1/2" iron rod set;
4. N.39°04'44"E. a distance of 12.38 feet to a 1/2" iron rod set;
5. N.50°55'16"W. a distance of 190.00 feet to a 1/2" iron rod set;
6. S.39°04'44"W. a distance of 328.31 feet to a 1/2" iron rod set;
7. S.37°57'36"W. a distance of 69.84 feet to a 1/2" iron rod set;
8. S.32°44'30"W. a distance of 273.17 feet to a 1/2" iron rod set;
9. S.29°31'30"W. a distance of 67.84 feet to a 1/2" iron rod set at the Northwest Corner of Lot 112, Block R, Siena Section 20;

THENCE across said 291.9779 Acre Tract the following two courses:

1. S.27°08'58"W. along the West Line of Lot 112 a distance of 63.03 feet to a 1/2" iron rod set;
2. S.23°50'34"W. along the West Line of Lot 113 a distance of 87.10 feet to the said Point of Beginning.

Containing 25.37 acres, more or less.

DATE: JULY 12, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

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(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.

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F-10015400

PLAT OF
SIENA SECTION 17
WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	61.64'	N38°10'47"E
L2	60.70'	N33°23'16"E
L3	75.15'	N27°33'17"E
L4	60.70'	N21°43'18"E
L5	60.70'	N16°30'33"E
L6	60.70'	N11°17'48"E
L7	60.70'	N06°05'03"E
L8	60.70'	N00°52'18"E
L9	53.21'	N81°40'53"W
L10	52.06'	N61°09'34"W
L11	12.38'	N39°04'44"E
L12	25.71'	N39°04'44"E
L13	25.71'	N39°04'44"E
L14	28.86'	N77°27'55"E
L15	28.83'	N58°42'14"W
L16	28.83'	N58°42'14"W
L17	28.86'	N14°52'24"W
L18	115.19'	N01°59'05"W
L19	83.49'	N01°59'05"W
L20	31.70'	N01°59'05"W
L21	51.63'	N02°52'53"E
L22	38.44'	N02°52'53"E
L23	13.19'	N02°52'53"E
L24	51.68'	N05°53'38"E
L25	51.68'	N05°53'38"E
L26	5.27'	N08°54'29"E
L27	51.68'	N08°54'29"E
L28	46.41'	N08°54'29"E
L29	51.68'	N11°55'20"E
L30	23.72'	N11°55'20"E
L31	27.96'	N11°55'20"E
L32	51.68'	N14°56'10"E
L33	42.17'	N14°56'10"E
L34	9.51'	N14°56'10"E
L35	52.56'	N17°58'34"E
L36	52.56'	N17°58'34"E
L37	71.47'	N21°35'35"E
L38	8.06'	N21°35'35"E
L39	63.40'	N21°35'35"E
L40	83.97'	N23°05'34"E
L41	6.72'	N23°05'34"E
L42	77.25'	N23°05'34"E
L43	22.63'	N02°17'21"E
L44	25.42'	N02°17'21"E
L45	50.00'	N17°26'03"E
L46	14.43'	N17°26'03"E
L47	35.57'	N17°26'03"E
L48	50.00'	N17°26'03"E
L49	48.75'	N17°26'03"E
L50	1.25'	N17°26'03"E
L51	38.10'	N39°04'44"E
L52	67.84'	S29°31'30"W
L53	63.03'	S27°08'58"W
L54	87.10'	S23°50'34"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	117.45	792.50	8°29'28"	N05°58'48"W	117.34
C2	39.03	25.00	89°27'35"	N45°33'33"E	35.19
C3	71.48	857.50	4°46'33"	N36°41'28"E	71.46
C4	681.97	792.50	49°18'16"	N14°25'36"E	661.12
C5	42.67	792.50	3°05'06"	N37°32'11"E	42.67
C6	72.10	792.50	5°12'45"	N33°23'16"E	72.07
C7	89.26	792.50	6°27'13"	N27°33'17"E	89.22
C8	72.10	792.50	5°12'45"	N21°43'18"E	72.07
C9	72.10	792.50	5°12'45"	N16°30'33"E	72.07
C10	72.10	792.50	5°12'45"	N11°17'48"E	72.07
C11	72.10	792.50	5°12'45"	N06°05'03"E	72.07
C12	72.10	792.50	5°12'45"	N00°52'18"E	72.07
C13	577.98	857.50	38°37'08"	N08°58'46"E	567.10
C14	63.15	857.50	4°13'11"	N26°10'45"E	63.14
C15	61.22	857.50	4°05'25"	N22°01'26"E	61.20
C16	61.22	857.50	4°05'25"	N17°56'02"E	61.20
C17	61.22	857.50	4°05'25"	N13°50'37"E	61.20
C18	61.22	857.50	4°05'25"	N09°45'12"E	61.20
C19	61.22	857.50	4°05'25"	N05°39'47"E	61.20
C20	61.22	857.50	4°05'25"	N01°34'22"E	61.20
C21	57.86	857.50	3°51'57"	N02°24'19"W	57.84
C22	83.88	155.00	31°00'25"	N74°12'27"W	82.86
C23	110.94	205.00	31°00'25"	N74°12'27"W	109.59
C24	16.76	205.00	4°40'59"	N61°02'44"W	16.75
C25	47.19	205.00	13°11'23"	N69°58'56"W	47.09
C26	46.99	205.00	13°08'02"	N83°08'38"W	46.89
C27	23.04	15.00	88°00'00"	N46°17'21"E	20.84
C28	24.09	15.00	92°00'00"	N43°42'39"W	21.58
C29	54.19	205.00	15°08'42"	N09°51'42"E	54.03
C30	19.81	205.00	5°32'14"	N05°03'27"E	19.80
C31	34.38	205.00	9°36'29"	N12°37'49"E	34.34
C32	40.97	155.00	15°08'42"	N09°51'42"E	40.85
C33	255.31	1107.50	13°12'29"	N10°49'48"E	254.74
C34	19.15	1107.50	0°59'27"	N16°56'19"E	19.15
C35	58.26	1107.50	3°00'51"	N14°56'10"E	58.25
C36	58.26	1107.50	3°00'51"	N11°55'20"E	58.25
C37	58.26	1107.50	3°00'51"	N08°54'29"E	58.25
C38	58.26	1107.50	3°00'51"	N05°53'38"E	58.25
C39	3.11	1107.50	0°09'39"	N04°18'23"E	3.11
C40	283.71	1157.50	14°02'37"	N10°24'44"E	283.00
C41	91.16	1157.50	4°30'45"	N15°10'40"E	91.14
C42	51.88	1157.50	2°34'05"	N11°38'15"E	51.88
C43	51.88	1157.50	2°34'05"	N09°04'10"E	51.88
C44	51.88	1157.50	2°34'05"	N06°30'05"E	51.88
C45	36.91	1157.50	1°49'38"	N04°18'14"E	36.91
C46	21.67	25.00	49°39'09"	N20°36'01"W	20.99
C47	153.11	50.00	175°26'44"	N42°17'47"E	99.92
C48	40.56	50.00	46°28'44"	N22°11'13"W	39.46
C49	37.52	50.00	42°59'22"	N22°32'50"E	36.64
C50	48.59	50.00	55°40'55"	N71°52'59"E	46.70
C51	26.44	50.00	30°17'42"	N65°07'43"W	26.13
C52	21.03	25.00	48°11'23"	N74°04'33"W	20.41
C53	34.23	25.00	78°26'20"	N42°36'36"E	31.61
C54	21.03	25.00	48°11'23"	N57°44'04"E	20.41
C55	2.83	25.00	6°29'01"	N78°35'15"E	2.83
C56	18.20	25.00	41°42'22"	N54°29'34"E	17.80
C57	170.50	50.00	195°22'46"	N48°40'14"W	99.10
C58	41.97	50.00	48°05'58"	N57°41'22"E	40.75
C59	39.91	50.00	45°44'05"	N75°23'37"W	38.86
C60	39.88	50.00	45°42'17"	N29°40'26"W	38.84
C61	48.73	50.00	55°50'26"	N21°05'55"E	46.82
C62	21.03	25.00	48°11'23"	N24°55'27"E	20.41
C63	14.88	25.00	34°05'30"	N31°58'24"E	14.66
C64	6.15	25.00	14°05'53"	N07°52'42"E	6.14
C65	21.03	25.00	48°11'23"	N23°15'56"W	20.41
C66	7.95	25.00	18°13'38"	N08°17'04"W	7.92
C67	13.07	25.00	29°57'44"	N32°22'45"W	12.93
C68	162.18	50.00	185°50'21"	N45°33'33"E	99.87
C69	47.11	50.00	53°58'55"	N20°22'10"W	45.38
C70	40.47	50.00	46°22'44"	N29°48'40"E	39.38
C71	44.56	50.00	51°03'23"	N78°31'43"E	43.10
C72	30.04	50.00	34°25'19"	N58°43'56"W	29.59
C73	21.03	25.00	48°11'23"	N65°36'58"W	20.41
C74	43.20	25.00	99°00'00"	N48°40'14"W	38.02
C75	130.48	682.50	10°57'13"	N79°00'32"W	130.28
C76	254.20	225.00	64°43'56"	N58°05'32"E	240.90
C77	215.21	325.00	37°56'24"	N06°45'22"E	211.30
C78	89.68	857.50	5°59'31"	N07°20'03"W	89.64

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

THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084235 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 25.37 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP

BY: GENERAL DRIPPING, INC.
A TEXAS CORPORATION
ITS GENERAL PARTNER

BY: John S. Lloyd
JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 31st DAY OF MARCH 2017.

BY: Kayla Monarres
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES:



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

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE OWNER OF THAT CERTAIN 291.9779 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 25.37 ACRES OUT OF SAID TRACTS.

WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 17" AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 31st DAY OF MARCH 2017.

SEDC DEVCO, INC.

John S. Lloyd
JOHN S. LLOYD, PRESIDENT
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN S. LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 31st DAY OF MARCH, A. D., 2017.

Kayla Monarres
NOTARY PUBLIC SIGNATURE
STATE OF TEXAS



KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 25.37 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2007070996, 2008015858, 2013014333, 2013105379 AND 2014089784 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 25.37 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: Ann Hall
COMMERCIAL LENDING

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 31st DAY OF MARCH 2017.

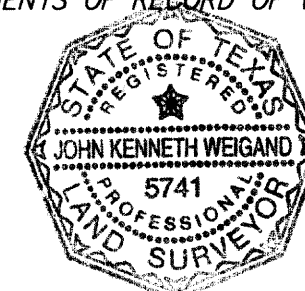
BY: Kayla Monarres
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES:



SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT.

J. Kenneth Weigand
J. KENNETH WEIGAND
R.P.L.S. NO. 5741
STATE OF TEXAS



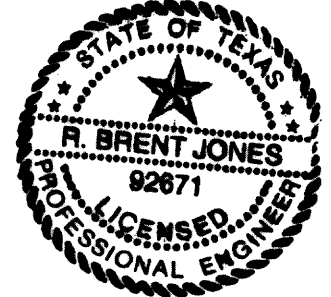
PLAT OF
SIENA SECTION 17
WILLIAMSON COUNTY, TEXAS

ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. Brent Jones
R. BRENT JONES
DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671



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

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

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

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. _____, AT ____ O'CLOCK ____ M. AND DULY RECORDED ON THE ____ DAY OF _____, A.D. _____ AT ____ O'CLOCK ____ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No.

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JULY 12, 2016

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

SHEET 3 OF 3 SHEETS

Commissioners Court - Regular Session**20.****Meeting Date:** 04/11/2017

Telecommunicator Recognition

Submitted For: Scott Parker**Submitted By:** Scott Parker, Emergency
Communications**Department:** Emergency Communications**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Recognize the excellent work and efforts of the Telecommunications Professionals throughout Williamson County.

Background

This is to provide general and specific recognition for the Telecommunicators from Williamson County Communications and the other PSAPs in Williamson County. Leadership from Cedar Park, Georgetown, Leander, Round Rock, and Taylor have been invited to participate and be recognized for the cooperative effort of all of the Telecommunications Professionals in Williamson County.

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: Scott Parker

Final Approval Date: 03/22/2017

Reviewed By

Wendy Coco

Date

03/22/2017 10:40 AM

Started On: 03/20/2017 12:39 PM

Commissioners Court - Regular Session**21.****Meeting Date:** 04/11/2017

April Pools Day Proclamation

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the proclamation for Williamson County Child Fatality Review Team and Williamson County EMS proclaiming April 11, 2017 as the beginning of April Pools Day in Williamson County.

Background

The main purpose of April Pools Day is to educate the public on drowning prevention and related water safety issues. In addition to educating the public on drowning prevention, April Pools Day promotes staying close, being alert and watching children in and around the pool. Learning and practicing water safety skills, and having the appropriate equipment for your pool and spa. Though awareness, our goal is to add as many proven water safety steps as possible as this is the best way to ensure a safe and fun experience. You can never know which one might save a child's life – until it does.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[April Pools Proclamation](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/04/2017 03:02 PM

Proclamation

April Pools Day

April 1-30, 2017

WHEREAS, Every child and adult deserves to be educated on basic water safety – including drowning prevention – to keep them in good health and to ensure a healthy future;

WHEREAS, Drownings are the leading cause of injury death in children ages 1 to 4;

WHEREAS, Nonfatal drownings occur at a higher rate and can cause long-term disabilities including permanent loss of basic functioning;

WHEREAS, **Williamson County EMS and Williamson County Child Fatality Review Team** are committed to protecting Williamson County's residents by promoting basic water safety and drowning prevention;

WHEREAS, Now is the time for the people of Williamson County to come together as a community to educate ourselves on water safety and pledge our commitment to ensuring the safety of ourselves, our families, and our community.

NOW, THEREFORE, the Commissioner's Court of Williamson County does hereby proclaim April 1-30, 2017 as

April Pools Day

PROCLAIMED this the 4th day of April, 2017.



Dan Gattis, County Judge

Terry Cook, Commissioner, Precinct One

Cynthia Long, Commissioner, Precinct Two

Valerie Covey, Commissioner, Precinct Three

Larry Madsen, Commissioner, Precinct Four

ATTEST:

Nancy Rister, County Clerk

Commissioners Court - Regular Session**22.****Meeting Date:** 04/11/2017

Older Americans Month

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

Information**Agenda Item**

Discuss, consider and take appropriate action on proclamation designating May 2017 as Older Americans Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsProclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:54 AM

State of Texas
County of Williamson
Know all men by these presents:

That on the 11th day of April, 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, the ten-county Capital Area Council of Governments (CAPCOG) region is home to more than 224,169 citizens age 65 and over; with approximately 59,745 of those living in Williamson County; and

WHEREAS, the percent of older Americans in Williamson County is steadily increasing, as shown by the 8.9% increase in the 65 and over population since the 2010 Census; and

WHEREAS, older adults in Williamson County are the roots from which our community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and

WHEREAS, the meaning of “to age” has changed, with older Americans working longer, trying new things and engaging in their communities; and

WHEREAS, the many entities in the county that partner with older adults should be commended for their role in creating and bolstering the fiber of our communities by:

- Promoting opportunities for older adults to remain in their communities as active and engaged citizens and working together to redefine aging.
- Providing services, technologies, and support systems that allow seniors to foster and maintain independent living.
- Emphasizing the value of older Americans by publicly recognizing their contributions to our communities and giving them the opportunity to share their experiences through multi-generational learning.

NOW THEREFORE, the Williamson County Commissioners Court does hereby acknowledge the vital role that older Americans play in our families and our county and proclaim May 2017 as:

“Older Americans Month.”

We urge every citizen to take time this month to honor our older adults and the professionals, family members, and volunteers who care for them. Our recognition of older Americans and their involvement in our lives can help us achieve stronger and more meaningful connections with each other and enrich our community's quality of life.

PROCLAIMED THIS 11TH DAY OF APRIL 2017.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session**23.****Meeting Date:** 04/11/2017

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

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

Information**Agenda Item**

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

Background

Fiscal Impact

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

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/29/2017

Reviewed By

Wendy Coco

Date

03/29/2017 01:41 PM

Started On: 03/29/2017 08:48 AM

Commissioners Court - Regular Session**24.****Meeting Date:** 04/11/2017

Seward Junction Southwest Utility Joint Use Agreement

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Frontier Communication and Williamson County for utility relocations on Seward Junction Southwest, a Road Bond Project in Commissioner Pct 2.

Background

Frontier Communication has existing facilities inside the Seward Junction Southwest right of way which are in conflict with the proposed roadway construction. The Joint Use Agreement allows Frontier to relocate their facilities in the proposed right of way. This relocation is not reimbursable.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSeward Junction Southwest Frontier Joint Use Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/05/2017 03:31 PM

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-Seward Junction Southwest– Frontier Communications

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

County: Williamson
Road Location: Seward Junction Southwest:
From SH 29 at CR 213 to US 183
at CR 259

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Frontier Communications, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 29 day of MARCH, 2017, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

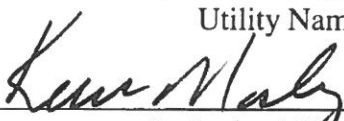
Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

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

Owner Frontier Communications

Utility Name

By 
Authorized Signature

Title: ENG MANAGER

Date: 3/29/17

Williamson County

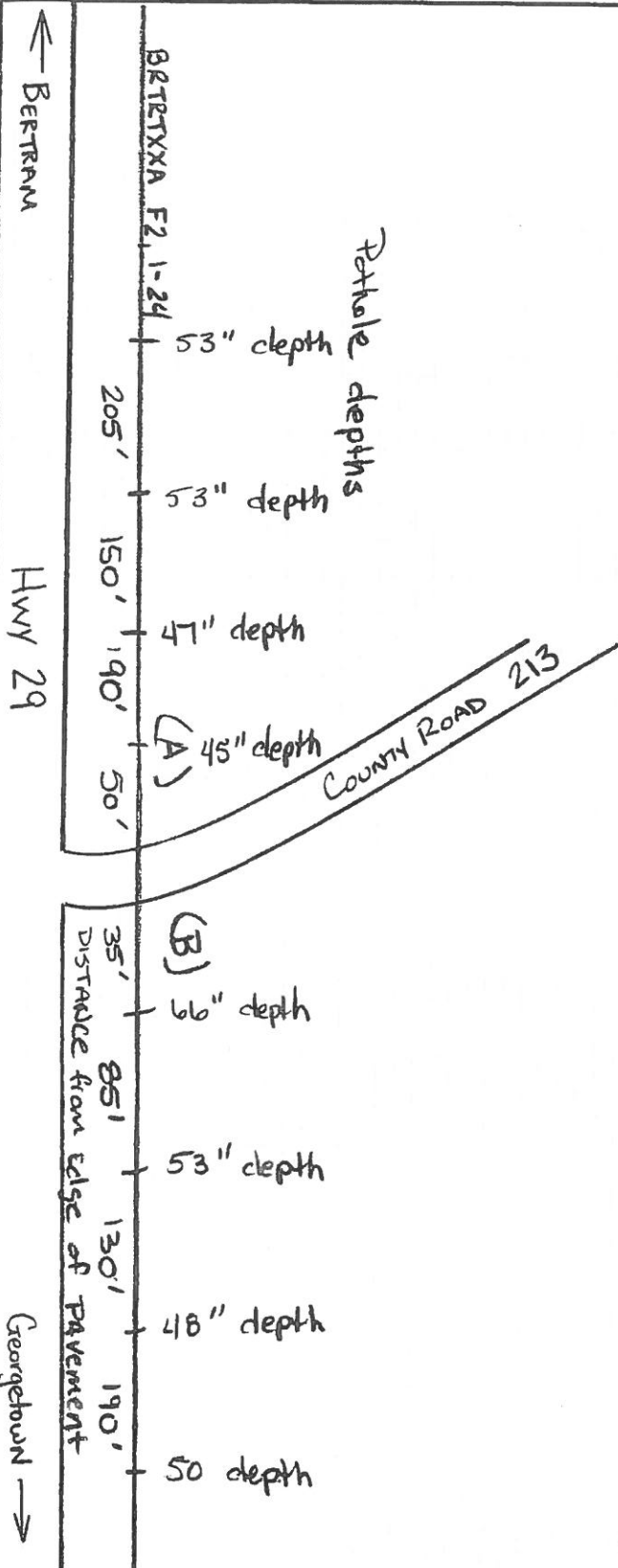
By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

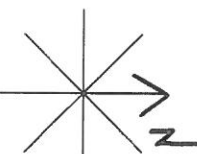
(A) From Edge of Pavement going west
lower existing fiber an additional
3ft for approximately 150 ft.

(B) From Edge of Pavement
going east lower the
existing fiber an additional
3ft for approximately 75 ft



FORM: 90007078 (05/05)

AREA LIBERTY Hill, TX
W. O. NO. _____
TAX DIST _____
ENG'ND BY _____ DATE _____
DRAWN BY _____ DATE _____
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____



SCALE

LOCATION HWY 29 & C.R. 213
DESCRIPTION lower existing fiber for
new ditch cuts

SHEET 1 OF 1 SHEETS

LETTER OF TRANSMITTAL

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

Date: March 30, 2017

C#: 17030110115A

Re: Williamson County

Seward Junction Southwest

ATTENTION: Eddie Church 512-527-6723

Frontier Communication

WE ARE SENDING YOU THE FOLLOWING VIA: Hand Delivery

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
5	Frontier Communication – Utility Joint Use Agreement 80A

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

REMARKS:

Eddie:

Please see the attached Frontier Communication's Joint Utility Agreement for execution.

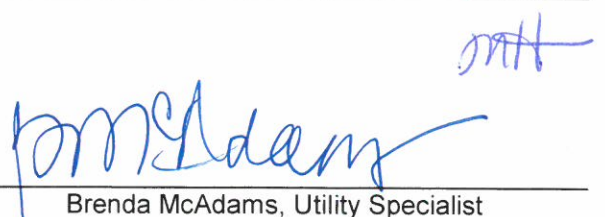
If you have any questions, please let me know.

Thank you,
Brenda

Copy To File

Received By: _____
 Date & Time: _____

SIGNED


 Brenda McAdams, Utility Specialist

Commissioners Court - Regular Session**25.****Meeting Date:** 04/11/2017

Budget Transfer-LTP Corridor Studies

Submitted By: Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$350,000 from Long Term Planning LTP ROW (P457) to Corridor A1/FM1660 (P458) of \$70,000, Corridor C/SH29 Bypass (P459) of \$70,000, Corridor E1/FM3349 (P460) of \$70,000, Corridor F/US183 (P461) of \$70,000 and Corridor H/Sam Bass (P462) or \$70,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBudget Transfer-LTP Corridor Studies

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 04/04/2017

Reviewed By

Wendy Coco

Date

04/04/2017 08:20 AM

Started On: 04/03/2017 12:21 PM

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

Prime Strategies, Inc.

Memo

To: Pam Navarrette
Williamson County Auditor's Office

From: Michael J. Weaver

Date: 4/3/2017

Re: Budget Transfer – LTP Corridor Studies

Road Bond funds need to be allocated to the five (5) LTP Corridor Studies to cover Program Management costs related to the development and planning of those corridors. Please make the following budget transfers:

- Move \$70,000.00 from P-457 LTP ROW to Corridor A1/FM1660 – new P#
- Move \$70,000.00 from P-457 LTP ROW to Corridor C/SH29 Bypass – new P#
- Move \$70,000.00 from P-457 LTP ROW to Corridor E1/FM3349 – new P#
- Move \$70,000.00 from P-457 LTP ROW to Corridor F/US813 – new P#
- Move \$70,000.00 from P-457 LTP ROW to Corridor H/Sam Bass – new P#

If you have any questions please let me know.

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

Commissioners Court - Regular Session**26.****Meeting Date:** 04/11/2017

Budget Transfer - County Corridor Program

Submitted By: Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$3,983,960 from Long Term Planning LTP Corridor Study (P456) to Corridor A1/FM1660 (P458) \$909,765, Corridor C/SH29 Bypass (P459) \$595,735, Corridor E1/FM3349 (P460) \$997,360, Corridor F/US183 (P461) \$989,320 and Corridor H/Sam Bass (P462) \$491,780.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBudget Transfer-County Corridor Program

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 04/04/2017

Reviewed By

Wendy Coco

Date

04/04/2017 08:20 AM

Started On: 04/03/2017 12:29 PM

Memo

To: Pam Navarrette
Williamson County Auditor's Office

From: Michael J. Weaver

Date: 3/30/2017

Re: Budget Transfer – County Corridor Program

The Commissioners Court set aside \$4.0 million dollars to start the planning process on five (5) major transportation corridors. These funds are currently all set aside under P-456 LTP Corridor Study. Earlier this month the Court approved engineering contracts for the five different corridor projects. We now need to set up new P#'s for each corridor and allocate the appropriate funds from P-456 to each corridor project.

Please create new P#'s for:

- Corridor A1 – FM 1660 (Precinct 4)
- Corridor C – SH 29 Bypass (Precinct 3)
- Corridor E1 – FM 3349 (Precinct 4)
- Corridor F – US 183 (Precinct 2)
- Corridor H – Sam Bass (Precinct 1)

And allocate the following funds from P-456:

- Move \$909,765.00 from P456 to Corridor A1/FM1660 – new P#
- Move \$595,735.00 from P456 to Corridor C/SH29 Bypass – new P#
- Move \$997,360.00 from P456 to Corridor E1/FM3349 – new P#
- Move \$989,320.00 from P456 to Corridor F/US813 – new P#
- Move \$491,780.00 from P456 to Corridor H/Sam Bass – new P#

If you have any questions please let me know.

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

Commissioners Court - Regular Session**27.****Meeting Date:** 04/11/2017

2006 ROAD BOND TRANSFER

Submitted By: Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving 2006 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$30,000 from 2006 Road Non-Departmental (P156) to CR 111 Extension (P249). Also move \$45,000 from CR 245 (P273) to SH 29 Bypass/Inner Loop (P243).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[2006 Road Bond Transfer](#)[2013 Road Bond Transfer](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:18 AM

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

Prime Strategies, Inc.

Memo

To: Tomika Lynce, Williamson County Auditor's Office
Emmeline Palma, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: April 5, 2017

Re: 2006 Road Bond Budget Transfers

Please make the following 2006 Road Bond project budget adjustments:

- Move \$30,000.00 from P-156 Unallocated Interest to P-249 CR 111 Extension

If you have any questions, please let me know.

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

Memo

To: Tomika Lynce, Williamson County Auditor's Office
Emmeline Palma, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: April 5, 2017

Re: 2013 Road Bond Budget Transfers

Williamson County entered into an Interlocal Agreement (ILA) with the City of Leander committing 2013 Road Bond funds toward the City's construction of Hero Way West. The County has received the final invoice from the City based on the participation cap in the ILA. Additional funds are needed to cover the final invoice and close out the project.

Please make the following budget adjustments for 2013 Road Bond projects:

- Move \$200,065.07 from P-308 Patriot Way @ SH 29 to P-314 Hero Way West
- Close P-308 and move the balance of P-308 Patriot Way (estimated at \$463,000.00) to P-243 SH 29Bypass/Inner Loop
- Close P-291 SH29 @ Cedar Hollow and move all funds (estimated at \$105,000.00 to P-243 SH29 Bypass/Inner Loop
- Close P-243 RM2243 @ Escalara Parkway and move all funds (estimated at \$365,000.00) to P-243 SH29 Bypass/Inner Loop
- Move \$45,000.00 from P-273 CR 245 to P-243 SH29 Bypass/Inner Loop
- Move \$1,000,000.00 from P-290 Unallocated to P-221 Pearson Ranch Road
- Move \$750,000.00 from P-290 Unallocated to P-225 Forest North Drainage Improvements

If you have any questions, please let me know.

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

Commissioners Court - Regular Session**28.****Meeting Date:** 04/11/2017

2013 ROAD BOND TRANSFER

Submitted By: Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$200,065.07 from Patriot Way @ SH29 (P308) to Hero Way West (P314). Also to close projects and move remaining balances from Patriot Way @ SH29 (P308) estimated at \$463,000, SH29 @ Cedar Hollow (P291) estimated \$105,000 and RM 2243 @ Escalera Parkway (P234) estimated at \$365,000 to SH 29 Bypass/Inner Loop (P243). Additionally, move \$1,750,000 from 2013 Road Non-Departmental (P290) to Pearson Ranch Road (P221) of \$1,000,000 and Forest North Drainage Study (P225) of \$750,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2013 Road Bond Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:21 AM

Memo

To: Tomika Lynce, Williamson County Auditor's Office
Emmeline Palma, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: April 5, 2017

Re: 2013 Road Bond Budget Transfers

Williamson County entered into an Interlocal Agreement (ILA) with the City of Leander committing 2013 Road Bond funds toward the City's construction of Hero Way West. The County has received the final invoice from the City based on the participation cap in the ILA. Additional funds are needed to cover the final invoice and close out the project.

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- Close P-243 RM2243 @ Escalara Parkway and move all funds (estimated at \$365,000.00) to P-243 SH29 Bypass/Inner Loop
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- Move \$1,000,000.00 from P-290 Unallocated to P-221 Pearson Ranch Road
- Move \$750,000.00 from P-290 Unallocated to P-225 Forest North Drainage Improvements

If you have any questions, please let me know.

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

Commissioners Court - Regular Session**29.****Meeting Date:** 04/11/2017

License Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a License Agreement with Larkspur Master Community, Inc. and Williamson County MUD 32.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLarkspur License Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:21 AM

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY MUD 32

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **LARKSPUR MASTER COMMUNITY, INC.**, a Texas non-profit corporation (the "Association" or "Licensee"), and **WILLIAMSON COUNTY MUD 32**, a political subdivision of the State of Texas (the "District"), enter into this **LICENSE AGREEMENT** (this "Agreement") upon the terms and conditions set forth below.

I.

PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage, and irrigation (collectively referred to herein as the "Licensee's Improvements"), in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.

ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate

with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, 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 LICENSED PROPERTY OR IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE 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 INDEMNITEE. THIS INDEMNIFICATION WILL 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, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING),

AND HOLD HARMLESS 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 LICENSEE 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 AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been

made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. DISTRICT AS LICENSEE

Notwithstanding any contrary provision herein, in the event that the Association ceases to exist or fails to comply with the terms, conditions, and obligations of this Agreement, the County will provide written notice to the District of the Association's nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the District will automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement.

Within thirty (30) days after the District's receipt of such notice, the District will remedy the Association's default and secure the insurance required pursuant to Article IV above or notify the County that the District desires to terminate this Agreement effective as of the end of such 30-day period.

X.

MISCELLANEOUS PROVISIONS

A. 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 will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding will 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 will 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.

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Association at:

Larkspur Master Community, Inc.
c/o Goodwin Management, Inc.
Attn: Matt Gibson
11149 Research Blvd
Austin, TX 78759

To the County at:

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Joe England (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Additionally, the County and the Association agree to copy the District and Larkspur Community Development, Inc. a Texas limited partnership (the "*Developer*") on all notices, demands, and requests hereunder at the following addresses or to such other addresses that the District or the Developer, as applicable, may designate by sending notice as aforesaid:

To the District at:

Williamson County MUD 32
c/o Armbrust & Brown, PLLC
Attn: Sue Brooks Littlefield
100 Congress Avenue, Suite 1300
Austin, TX 78701

To the Developer at:

Larkspur Community Development, Inc.
Attn: Garrett Martin
9111 Jollyville Rd
Suite 111
Austin, TX 78759

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the District, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the District waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2016 (the "*Effective Date*").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2016 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

ASSOCIATION:

**LARKSPUR MASTER COMMUNITY,
INC.**, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

[Signature]

Garrett Martin

Manager / PRESIDENT

bss

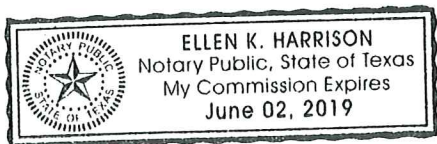
THE STATE OF TEXAS

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 3RD day of OCTOBER, 2016, by GARRETT MARTIN, PRESIDENT of LARKSPUR MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]

NOTARY PUBLIC, State of Texas

MUD:

WILLIAMSON COUNTY MUD 32, a
political subdivision of the State of Texas

By: 
Kevin M. Reynolds, President
Board of Directors

THE STATE OF TEXAS

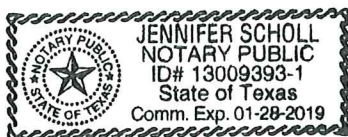
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the 16th day of November, 2016 by Kevin M. Reynolds, President of WILLIAMSON COUNTY MUD 32, a political subdivision of the state of Texas, on behalf of said political subdivision.





NOTARY PUBLIC, State of Texas

EXHIBIT "A"
LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of the Larkspur Subdivision located within the boundaries of Williamson County MUD 32 as more particularly described on **Exhibit "A-1"** and depicted on **Exhibit "A-2"**. For reference, the Larkspur Subdivision is generally depicted on **Exhibit "A-3"**.

EXHIBIT "A-1"
LICENSED PROPERTY



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Fax: 512.873-9743

METES AND BOUNDS DESCRIPTION

BEING 314.134 ACRES OF LAND OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, THE HENRY GARMES SURVEY, ABSTRACT NO. 269, AND THE J.B. ROBINSON SURVEY, ABSTRACT NO. 521, ALL IN WILLIAMSON COUNTY, TEXAS, AND BEING COMPRISED OF THREE TRACTS: TRACT ONE BEING A 224.01 ACRE PORTION OF A 327.79 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, TEXAS; TRACT TWO BEING AN 89.918 ACRE TRACT OF LAND COMPRISED OF A 47.655 ACRE PORTION OF A 230.70 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, A 34.746 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068653 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 7.517 ACRE TRACT OF LAND CONVEYED TO CAUGHFIELD RANCH LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 2014068604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND TRACT THREE BEING A 0.206 OF ONE ACRE PORTION OF SAID 230.70 ACRE TRACT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT ONE DESCRIPTION (224.01 ACRES):

BEGINNING at a 1/2" rebar set with plastic cap which reads "Baseline Inc" for the northwest corner of said 327.79 acre tract, the southwest 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, and being in the easterly right-of-way line of County Road 266 (R.O.W. varies) [Point of Beginning Coordinates: Northing=10,202,682.54; Easting=3,075,533.94];

THENCE along the northerly line of the 327.79 acre tract and the southerly line of said 1.43 acre tract, the following five (5) courses:

1. North 69°24'31" East a distance of 1604.24 feet (record - North 69°24'31" East a distance of 1604.24 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 11°19'39" East a distance of 269.65 feet (record - South 11°19'39" East a distance of 269.65 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
3. North 69°24'00" East a distance of 350.61 feet (record - North 69°24'00" East a distance of 350.61 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. North 11°18'00" West a distance of 284.73 feet (record - North 11°18'00" West a distance of 284.73 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";

5. South 69°22'01" West a distance of 25.34 feet (record - South 69°22'01" West a distance of 25.34 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc" in the east line of a 3.16 acre tract of land conveyed to Pedernales Electric Cooperative, Inc. by instrument of record in Doc. No. 2006040305 of the Official Public Records of Williamson County;

THENCE North 11°18'00" West (record - North 11°18'00" West), along the northerly line of the 327.79 acre tract and the east line of said 3.16 acre tract, a distance of 40.54 feet (record - 40.54 feet) to a 1/2" rebar found for the northeast corner of the 3.16 acre tract and being in the south line of a 227.137 acre tract of land conveyed to F-L HM Owner, L.P. by instrument of record in Doc. No. 2014054131 of the Official Public Records of Williamson County, Texas, therein designated Tract 1, Parcel 1;

Thence North 69°22'01" East (record - North 69°22'01" East), along the north line of the 327.79 acre tract and the south line of said 227.137 acre tract, a distance of 1005.09 feet (record - 1005.09 feet) to a 1/2" rebar found for the northeast corner of the 327.79 acre tract and being in the west line of a 136.97 acre tract of land conveyed to Bonnett Enterprises, Ltd by instrument of record in Doc. No. 2008035423 of the Official Public Records of Williamson County, Texas, from which a 1/2" rebar found for the northwest corner of said 136.97 acre tract and being an angle point in the south line of the 179.402 acre tract, bears North 19°30'07" West feet (record - North 21°20'35" West) a distance of 13.42 feet;

THENCE along the easterly line of the 327.79 acre tract and the west line of the 136.97 acre tract the following four (4) courses:

1. South 21°21'47" East a distance of 748.32 feet (record - South 21°21'47" East a distance of 748.32 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
2. South 21°27'41" East a distance of 639.93 feet (record - South 21°27'41" East a distance of 639.93 feet) to a 1/2" rebar found;
3. South 21°41'13" East a distance of 690.87 feet (record - South 21°41'13" East a distance of 690.87 feet) to a 1/2" rebar set with plastic cap which reads "Baseline Inc";
4. South 21°42'40" East a distance of 244.94 feet (record - South 21°42'40" East a distance of 244.94 feet) to a 1/2" rebar found for the southwest corner of the 136.97 acre tract and the northwest corner of a remainder of a 5.00 acre tract of land conveyed to Timothy L. Gibson and Bridget Ann Gibson by deed of record in Volume 2508, Page 6 of the Deed Records of Williamson County, Texas;

THENCE South 21°06'46" East (record - South 21°06'46" East), along the easterly line of the 327.79 acre tract, the west line of said remainder of 5.00 acre tract, and along the west line of a 3.066 acre tract of land conveyed to Mark Alexander, Bridget Gibson, and Cheryl Cervenka by instrument of record in Doc. No. 2013017775 of the Official Public Records of Williamson County, a distance of 428.37 feet (record - 428.37 feet) to a 1/2" rebar found for the southwest corner of said 3.066 acre tract and the northwest corner of a 5.00 tract of land conveyed to Mark Alexander and Joann Alexander by instrument of record in Doc. No. 199802644 of the Official Records of Williamson County;

THENCE South 21°33'31" East (record - South 21°33'31" East), along the easterly line of the 327.79 acre tract and the west line of said of 5.00 acre tract, a distance of 599.88 feet (record - 599.88 feet) to a 1/2" rebar found for the southwest corner of said 5.00 acre tract and being an angle

point in the westerly line of a 76.97 tract of land conveyed to Alice Catherine Alexander by deed of record in Volume 611, Page 699 of the Deed Records of Williamson County, Texas,

THENCE along the easterly line of the 327.79 acre tract and the westerly line of said 76.97 acre tract, the following two (2) courses:

1. South 21°54'00" East a distance of 269.26 feet (record - South 21°54'00" East a distance of 269.26 feet) to a 1/2" rebar found;
2. South 22°09'33" East a distance of 62.24 feet (record - South 22°09'33" East a distance of 62.24 feet) to a 1/2" rebar found for the northwest corner of a 5.00 acre tract of land conveyed to Victor E. Landig, Jr. and Cathy Jayne Landig by instrument of record in Doc. No. 2006029147 of the Official Public. Records of Williamson County;

THENCE South 22°03'28" East (record - South 22°03'28" East), along the easterly line of the 327.79 acre tract and the west line of said 5.00 acre tract, a distance of 560.54 feet (record - 560.54 feet) to a 1/2" rebar found for the southwest corner of the 5.00 acre tract;

THENCE crossing through the 327.79 acre tract the following two (2) courses:

1. South 68°51'37" West a distance of 844.71 feet to a calculated point;
2. South 67°04'21" West a distance of 357.92 feet to a calculated point in the west line of the 327.79 acre tract and the easterly right-of-way line of said County Road 266;

THENCE along the westerly line of the 327.79 acre tract and the easterly right-of-way line of County Road 266, the following thirty one (31) courses:

1. North 29°55'12" West (record - North 29°55'12" West) a distance of 20.03 feet to a 1/2" rebar found;
2. North 38°45'21" West a distance of 234.78 feet (record - North 38°45'21" West a distance of 234.78 feet) to a 1/2" rebar found;
3. North 36°40'10" West a distance of 136.61 feet (record - North 36°40'10" West a distance of 136.61 feet) to a 1/2" rebar found;
4. North 37°05'41" West a distance of 94.55 feet (record - North 37°05'41" West a distance of 94.55 feet) to a 1/2" rebar found;
5. North 36°08'55" West a distance of 82.59 feet (record - North 36°08'55" West a distance of 82.59 feet) to a 1/2" rebar found;
6. North 53°44'13" West a distance of 101.89 feet (record - North 53°44'13" West a distance of 101.89 feet) to a 1/2" rebar found;
7. North 54°16'13" West a distance of 57.61 feet (record - North 54°16'13" West a distance of 57.61 feet) to a 1/2" rebar found;
8. North 58°49'06" West a distance of 139.71 feet (record - North 58°49'06" West a distance of 139.71 feet) to a 1/2" rebar found;

9. North 59°02'12" West a distance of 88.23 feet (record - North 59°02'12" West a distance of 88.23 feet) to a 1/2" rebar found;
10. North 58°37'10" West a distance of 215.17 feet (record - North 58°37'10" West a distance of 215.17 feet) to a 1/2" rebar found;
11. North 58°09'02" West a distance of 178.14 feet (record - North 58°09'02" West a distance of 178.14 feet) to a 1/2" rebar found;
12. North 60°08'02" West a distance of 116.38 feet (record - North 60°08'02" West a distance of 116.38 feet) to a 60d nail found;
13. North 57°27'15" West a distance of 160.15 feet (record - North 57°27'15" West a distance of 160.15 feet) to a 1/2" rebar found;
14. North 57°20'46" West a distance of 51.68 feet (record - North 57°20'46" West a distance of 51.68 feet) to a 60d nail found;
15. North 54°51'18" West a distance of 71.89 feet (record - North 54°51'18" West a distance of 71.89 feet) to a 1/2" rebar found;
16. North 60°47'05" West a distance of 115.69 feet (record - North 60°47'05" West a distance of 115.69 feet) to a 1/2" rebar found;
17. North 60°15'04" West a distance of 55.78 feet (record - North 60°15'04" West a distance of 55.78 feet) to a 60d nail found;
18. North 71°12'58" West a distance of 218.95 feet (record - North 71°12'58" West a distance of 218.95 feet) to a 1/2" rebar found;
19. North 63°36'05" West a distance of 22.35 feet (record - North 63°36'05" West a distance of 22.35 feet) to a 60d nail found;
20. North 62°46'02" West a distance of 79.62 feet (record - North 62°46'02" West a distance of 79.62 feet) to a 60d nail found;
21. North 61°47'42" West a distance of 242.11 feet (record - North 61°47'42" West a distance of 242.11 feet) to a 60d nail found;
22. North 58°44'40" West a distance of 240.81 feet (record - North 58°44'40" West a distance of 240.81 feet) to a 60d nail found in a fence post;
23. North 49°47'23" West a distance of 101.30 feet (record - North 49°47'23" West a distance of 101.30 feet) to a 60d nail found in a fence post;
24. North 45°39'04" West a distance of 174.54 feet (record - North 45°39'04" West a distance of 174.54 feet) to a 1/2" rebar found;
25. North 36°52'51" West a distance of 53.64 feet (record - North 36°52'51" West a distance of 53.64 feet) to a 60d nail found;

26. North 29°06'17" West a distance of 437.83 feet (record - North 29°06'17" West a distance of 437.83 feet) to a 1/2" rebar found;
27. North 27°50'09" West a distance of 386.84 feet (record - North 27°50'09" West a distance of 386.84 feet) to a 1/2" rebar found;
28. North 26°13'46" West a distance of 581.24 feet (record - North 26°13'46" West a distance of 581.24 feet) to a 1/2" rebar found;
29. North 17°57'38" West a distance of 192.26 feet (record - North 17°57'38" West a distance of 192.26 feet) to a 1/2" rebar found;
30. North 13°15'16" West a distance of 67.93 feet (record - North 13°15'16" West a distance of 67.93 feet) to a steel fence post;
31. North 12°46'29" West (record - North 12°46'29" West) a distance of 55.69 feet to the POINT OF BEGINNING.

This tract contains 224.01 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.

TRACT TWO DESCRIPTION (89.918 ACRES):

BEGINNING at a 1/2" rebar found for the northeast corner of said 230.70 acre tract, 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 County Road 266 (R.O.W. varies), from which 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 said County Road 266, bears North 58°49'44" East a distance of 35.72 feet; [Point of Beginning Coordinates: Northing=10,202,718.53; Easting=3,075,492.25];

THENCE along the easterly line of the 230.70 acre tract and the north, west and south lines of said 4.01 acre tract the following three (3) courses:

1. South 69°37'04" West a distance of 392.77 feet (record - South 69°37'04" West a distance of 392.77 feet) to a 1/2" rebar found for the northwest corner of the 4.01 acre tract;
2. South 13°38'03" East a distance of 475.02 feet (record - South 13°38'03" East a distance of 475.02 feet) to a 1/2" rebar found for the southwest corner of the 4.01 acre tract;
3. North 61°32'05" East a distance of 414.16 feet (record - North 61°32'05" East a distance of 414.16 feet) to a 1/2" rebar found for the southeast corner of the 4.01 acre tract, and being in the westerly right-of-way line of said County Road 266;

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 the following seven (7) courses:

1. South 27°41'59" East a distance of 394.10 feet (record - South 27°41'59" East a distance of 394.10 feet) to a fence post found for corner;
2. South 26°04'17" East a distance of 148.94 feet (record - South 26°04'17" East a distance of 148.94 feet) to a fence post found for corner;
3. South 24°35'10" East a distance of 227.32 feet (record - South 24°35'10" East a distance of 227.32 feet) to a fence post found for corner;
4. South 29°39'15" East a distance of 485.42 feet (record - South 29°39'15" East a distance of 485.42 feet) to a fence post found for corner;
5. South 31°21'15" East a distance of 55.73 feet (record - South 31°21'15" East a distance of 55.73 feet) to a fence post found for corner;
6. South 34°23'40" East a distance of 77.70 feet (record - South 34°23'40" East a distance of 77.70 feet) to a fence post found for corner;
7. South 37°14'52" East a distance of 72.04 feet (record - South 37°14'52" East a distance of 72.04 feet) to a fence post found for corner, from which a fence post found for corner in the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266, bears South 41°51'07" East a distance of 79.68 feet (record - South 41°51'07" East a distance of 79.68 feet);

THENCE crossing through the 230.70 acre tract the following six (6) courses:

1. South 31°00'10" East a distance of 31.55 feet to a calculated point;
2. South 41°55'12" West a distance of 429.93 feet to a calculated point;
3. North 49°06'46" West a distance of 135.21 feet to a calculated point;
4. South 40°53'14" West a distance of 189.93 feet to a calculated point;
5. South 49°04'23" East a distance of 99.95 feet to a calculated point;
6. South 40°53'14" West a distance of 200.84 feet to a calculated point;
7. South 08°19'25" East a distance of 73.40 feet to a 1/2" rebar found in the westerly line of the 230.70 acre tract, for an angle point in the easterly line of a 38.24 acre tract of land conveyed to Emogene Champion by said instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract Two", from which a 1/2" rebar found for the southeast corner of said 38.624 acre tract, the northeast corner of a 43.00 acre tract of land conveyed to Ina Dale Craven by instrument of record in Volume 595, Page 288 of the Deed Records of Williamson County, Texas, therein designated as "Tract One", and being in the westerly line of the 230.70 acre tract, bears South 08°17'02" East a distance of 572.35 (record - South 08°17'02" East a distance of 572.35 feet);

THENCE South 77°12'21" West (record - South 77°12'21" West, along the westerly line of the 230.70 acre tract and the easterly line of the 38.24 acre tract, a distance of 424.18 feet (record - 424.18 feet) to a 1/2" rebar found;

THENCE North 20°19'13" West (record - North 20°19'13" West), along the westerly line of the 230.70 acre tract, the east line of the 38.24 acre tract, and the east line of a 21.543 acre tract of land conveyed to Mark Mason by instrument of record in Doc. No. 2007021744 of the Official Public Records of Williamson County, Texas, a distance of 604.86 feet (record - 604.86 feet) to a 1/2" rebar found for the northeast corner of the 21.543 acre tract and the southeast corner of a 19.758 acre tract of land conveyed to Michael W. Mason by instrument of record in Doc. No. 2007021745 of the Official Public Records of Williamson County, Texas;

THENCE North 20°35'14" West (record - North 20°35'14" West), along the westerly line of the 230.70 acre tract and the east line of said 19.758 acre tract, a distance of 459.92 feet (record - 459.92 feet) to a 1/2" rebar found for the northeast corner of the 19.758 acre tract and the southeast corner of said 34.746 acre tract;

THENCE South 68°55'24" West (record: South 68°55'24" West), along the south line of the 34.746 acre tract and the north line of the 19.758 acre tract, passing at a distance of 872.22 feet (record: 872.22 feet) a calculated point for an angle point in the north line of the 19.758 acre tract and being the northeast corner of a 1.78 acre tract of land conveyed to Michael W. Mason by instrument of record in Volume 1270, Page 205 of the Official Records of Williamson County, Texas; from which a 1/2" rebar found bears North 35°52'45" West a distance of 0.93 feet and continue along the south line of the 34.746 acre tract and the north line of said 1.78 acre tract 390.37 feet further (record: 390.37 feet) to a calculated point for an angle point in the north line of the 19.758 acre tract and being the northwest corner of the 1.78 acre tract; from which a 1/2" rebar found bears North 50°25'19" West a distance of 0.51 feet and continuing along the south line of the 34.746 acre tract and the north line of the 19.758 acre tract and the north line of a 22-foot wide Ingress and Egress Easement granted to Michael W. Mason in said Volume 1270, Page 205 for a total distance of 1583.30 feet (record - 1583.30 feet) to a TxDOT Type II concrete monument found for the southwest corner of the 34.746 acre tract and being in the north line of the 19.758 acre tract and also being in the east right-of-way line of U.S. Highway 183 (R.O.W. varies), 392.00 feet left of and perpendicular to E.C.S. 186+56.50;

THENCE along the west line of the 34.746 acre tract and the east right-of-way line of U.S. Highway 183 the following four (4) courses:

1. Along the arc of a non-tangential curve to the right, having a radius of 19166.69 feet (record: 19166.69 feet), a length of 491.38 feet (record: 491.38 feet), a delta angle of 01°28'08" (record: 01°28'08") and a chord, which bears North 21°50'37" West a distance of 491.36 feet (record: North 21°50'37" West a distance of 491.36 feet) to a TxDOT Type II concrete monument found 392.00 feet left of and perpendicular to E.C.S. 181+55.23 for a point of tangency;
2. North 21°07'32" West a distance of 11.23 feet (record: North 21°07'32" West a distance of 11.23 feet) to a 1/2" rebar set with plastic cap, which reads "BASELINE, INC.", being 392.00 feet left of and perpendicular to E.C.S. 181+44.00;
3. South 68°52'32" West a distance of 192.00 feet (record: South 68°52'32" West a distance of 192.00 feet) to a calculated point 200.00 feet left of an perpendicular to E.C.S.

181+44.00; from which a damaged TxDOT Type II concrete monument found bears North 16°55'25" East a distance of 0.27 feet;

4. North 21°03'51" West a distance of 400.41 feet (record: North 21°03'51" West a distance of 400.41 feet) to a 1/2" rebar found for the northwest corner of the 34.746 acre tract, the southwest corner of said 7.517 acre tract, being 200.00 feet left of and perpendicular to Engineer's Centerline Station (E.C.S.)177+43.93;

THENCE North 21°03'51" West (record: North 21°03'51" West), along the west line of the 7.517 acre tract and the east right-of-way line of U.S. 183 a distance of 400.50 feet (record: 400.50 feet) to a 1/2" rebar found with cap, which reads "SAM, INC." for the northwest corner of the 7.517 acre tract the southwest corner of the remainder of a 1.533 acre tract of land conveyed to the City of Liberty Hill, Texas by instrument of record in Document Number 2012032250 of the Official Public Records of Williamson County, Texas, being known therein as "Tract 2", and being 200 feet left of and perpendicular to E.C.S. 173+43.16;

THENCE North 68°55'20" East (record: North 68°55'20" East), along the north line of the 7.517 acre tract and the south line of said remainder of a 1.533 acre tract a distance of 731.95 feet (record – 731.95 feet) to a 1/2" rebar found with plastic cap (illegible) for the west corner of a 0.026 of one acre tract of land conveyed to the City of Liberty Hill, Texas in said Document Number 2012032250 and known therein as "Tract 4" for a point of curvature;

THENCE along the north line of the 7.517 acre tract and the south line of said 0.026 of one acre tract, being a tangential curve to the left, having a radius of 50.00 feet (record: 50.00 feet), a length of 92.54 feet (record: 92.54 feet), a delta angle of 106°02'34" (record: 106°02'34") and a chord, which bears North 68°56'26" East a distance of 79.89 feet (record: North 68°56'26" East a distance of 79.89 feet) to a 1/2" rebar found with plastic cap (illegible) for the east corner of the 0.026 of one acre tract and being in the south line of the remainder of a 1.533 acre tract for a point of tangency;

THENCE North 68°25'29" East (record: North 68°25'29" East), along the north line of the 7.517 acre tract and the south line of the 1.533 acre tract a distance of 9.75 feet (record: 9.75 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the 7.517 acre tract and being the southeast corner of the remainder of a 1.533 acre tract and also being in the west line of a 20.000 acre tract of land conveyed to City of Liberty Hill, Texas by instrument of record in said Document Number 2012032250 and known therein as "Tract 1", from which a 1/2" rebar found with plastic cap, which reads "LCRA" for the northeast corner of the remainder of a 1.533 acre tract and being in the west line of said 20.000 acre tract bears North 20°40'12" West a distance of 59.98 feet (record: North 20°40'03" West a distance of 60.00 feet);

THENCE South 20°40'12" East (record: South 20°40'12" East), along the east line of the 7.517 acre tract and the west line of the 20.000 acre tract a distance of 400.69 feet (record – 400.69 feet) to a 1/2" rebar found with plastic cap, which reads "LCRA" for the southeast corner of the 7.517 acre tract, the southwest corner of the 20.000 acre tract, and also being in the north line of the 34.746 acre tract;

THENCE North 68°55'49" East (record: North 69°55'49" East), along the north line of the 34.746 acre tract and the south line of the 20.000 acre tract, a distance of 968.87 feet (record - 968.87 feet) to a 1/2" rebar found for the northeast corner of the 34.746 acre tract, the southeast corner of the 20.000 acre tract, and being in the westerly line of the 230.70 acre tract;

THENCE North 20°42'08" West (record - North 20°42'08" West), along the westerly line of the 230.70 acre tract and the east line of the 20.000 acre tract, a distance of 294.56 feet (record – 294.56 feet) to a calculated point for the northwest corner of the 230.70 acre tract and the southwest corner of said Lot 2, Hamilton Subdivision;

THENCE along the north line of the 230.70 acre tract and the south line of Lot 2, Hamilton Subdivision, the following six (6) courses:

1. North 70°41'00" East a distance of 397.85 (record - North 70°41'00" East a distance of 397.85) to a 1/2" rebar found;
2. North 66°15'13" East a distance of 161.71 (record - North 66°15'13" East a distance of 161.71) to a 1/2" rebar found;
3. North 54°02'41" East a distance of 58.65 (record - North 54°02'41" East a distance of 58.65) to a 1/2" rebar found;
4. North 65°58'55" East a distance of 94.57 (record - North 65°58'55" East a distance of 94.57) to a 1/2" rebar found;
5. North 89°16'53" East a distance of 39.31 (record - North 89°16'53" East a distance of 39.31) to a 1/2" rebar found;
6. North 72°09'38" East a distance of 259.54 (record - North 72°09'38" East a distance of 259.54) to the POINT OF BEGINNING.

This tract contains 89.918 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.

TRACT THREE DESCRIPTION (0.206 ACRES):

BEGINNING at a calculated point in the east line of said 230.70 acre tract and the westerly right-of-way line of County Road 266 (R.O.W. varies), from which a fence post found for corner in the east line of the 230.70 acre tract and the westerly right-of-way line of said County Road 266, bears North 66°38'03" West (record - North 66°38'03" West) a distance of 102.03 feet [Point of Beginning Coordinates: Northing=10,200,632.34; Easting= 3,076,882.23];

THENCE along the easterly line of the 230.70 acre tract and the westerly right-of-way line of County Road 266 the following eight (8) courses:

8. South 66°38'03" East (record - South 66°38'03" East) a distance of 215.48 feet to a fence post found for corner;
9. South 70°24'29" East a distance of 156.42 feet (record - South 70°24'29" East a distance of 156.42 feet) to a fence post found for corner;
10. South 65°26'10" East a distance of 64.92 feet (record - South 65°26'10" East a distance of 64.92 feet) to a fence post found for corner;

11. South 53°30'45" East a distance of 86.57 feet (record - South 53°30'45" East a distance of 86.57 feet) to a fence post found for corner;
12. South 57°47'47" East a distance of 84.10 feet (record - South 57°47'47" East a distance of 84.10 feet) to a fence post found for corner;
13. South 62°33'40" East a distance of 51.72 feet (record - South 62°33'40" East a distance of 51.72 feet) to a fence post found for corner;
14. South 57°33'51" East a distance of 25.25 feet (record - South 57°33'51" East a distance of 25.25 feet) to a fence post found for corner;
15. South 58°31'02" East (record - South 58°31'02" East) a distance of 13.68 feet to a calculated point, from which a fence post found for corner in the east line of the 230.70 acre tract and the westerly right-of-way line of County Road 266, bears South 58°31'02" East (record - South 58°31'02" East) a distance of 61.87 feet;

THENCE North 63°53'36" West, crossing through the 230.70 acre tract, a distance of 694.74 feet to the POINT OF BEGINNING.

This tract contains 0.206 of one acre of land, more or less, out of the William H. Monroe Survey, Abstract Number 453 in Williamson County, Texas.

The total acreage of the three tracts is 314.134 acres.

Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83\96CORS.

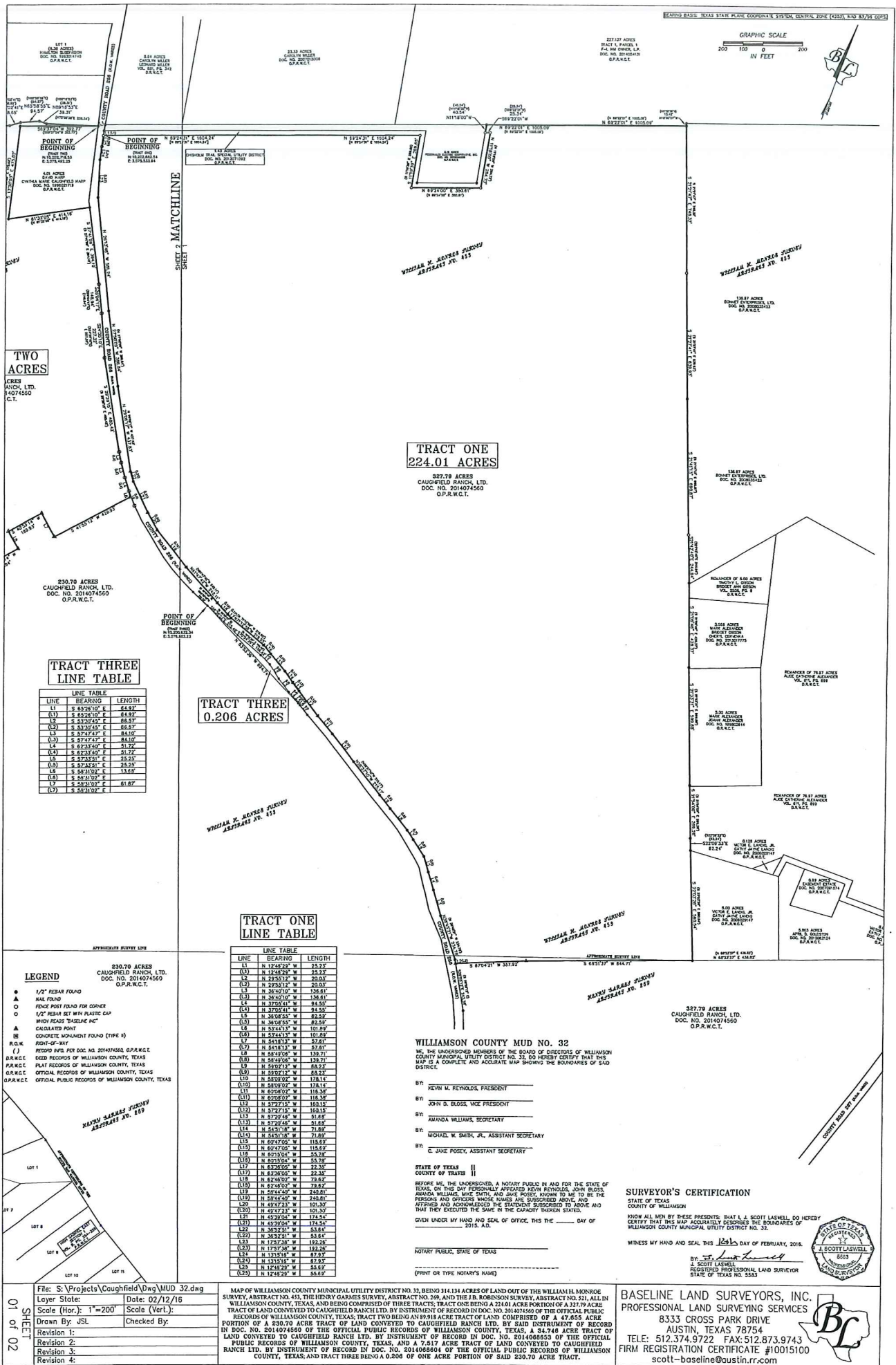
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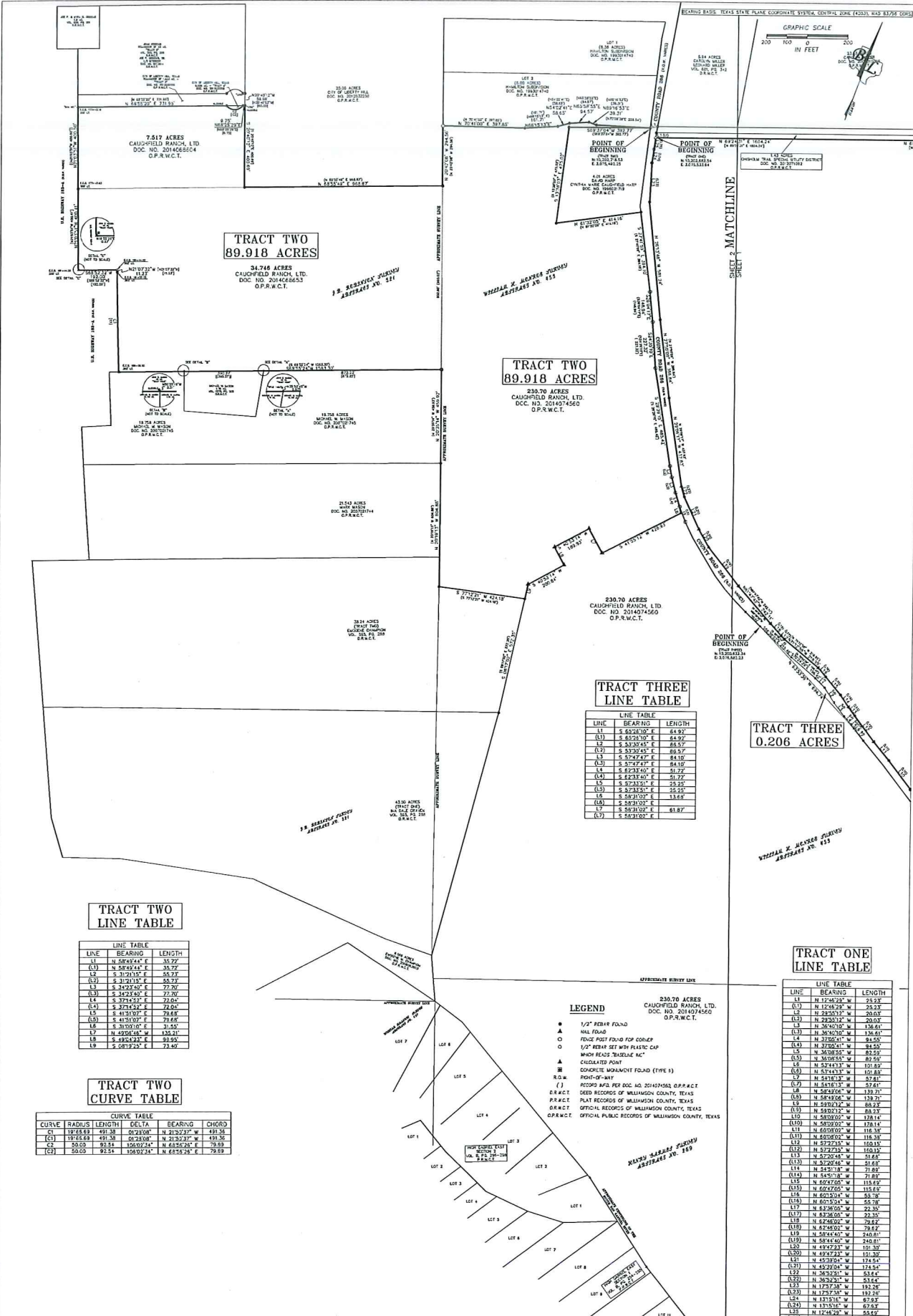
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



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EXHIBIT "A-2"
DEPICTION OF LICENSED PROPERTY





**TRACT TWO
LINE TABLE**

LINE	BEARING	LENGTH
(1)	N 88°44'44" E	35.72
(2)	N 88°04'44" E	35.72
(3)	S 31°21'30" E	55.73
(4)	S 31°21'30" E	55.73
(5)	S 34°23'40" E	77.20
(6)	S 34°23'40" E	77.20
(7)	S 37°14'23" E	22.04
(8)	S 37°14'23" E	22.04
(9)	S 41°31'07" E	79.68
(10)	S 41°31'07" E	79.68
(11)	S 30°00'00" E	31.45
(12)	N 49°04'48" W	135.31
(13)	S 49°04'48" E	93.85
(14)	S 49°04'48" E	93.85

**TRACT TWO
CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
(1)	19445.69	491.30	01°23'00"	N 21°32'37" W	491.30
(2)	50.00	82.54	156°07'24"	N 63°56'26" E	79.69
(3)	50.00	82.54	156°07'24"	N 63°56'26" E	79.69

**TRACT THREE
LINE TABLE**

LINE	BEARING	LENGTH
(1)	S 85°30'10" E	84.97
(2)	S 85°30'10" E	84.97
(3)	S 52°30'45" E	88.57
(4)	S 52°30'45" E	88.57
(5)	S 52°30'45" E	88.57
(6)	S 52°30'45" E	88.57
(7)	S 52°30'45" E	88.57
(8)	S 52°30'45" E	88.57
(9)	S 52°30'45" E	88.57
(10)	S 52°30'45" E	88.57
(11)	S 52°30'45" E	88.57
(12)	S 52°30'45" E	88.57
(13)	S 52°30'45" E	88.57
(14)	S 52°30'45" E	88.57
(15)	S 52°30'45" E	88.57
(16)	S 52°30'45" E	88.57
(17)	S 52°30'45" E	88.57

**TRACT ONE
LINE TABLE**

LINE	BEARING	LENGTH
(1)	N 12°45'28" W	23.53
(2)	N 12°45'28" W	23.53
(3)	N 28°30'14" W	20.05
(4)	N 28°30'14" W	20.05
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LEGEND

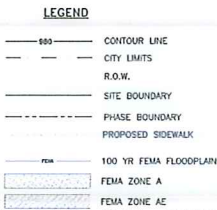
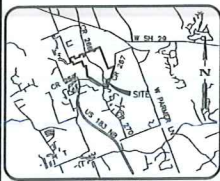
- 1/2" REBAR FOUND
- NAIL FOUND
- ROUND POST FOUND FOR CORNER
- 1/2" REBAR SET WITH PLASTIC CAP
- WHICH REBAR "BELLIE" NOT
- CONCRETE MONUMENT FOUND (TYPE 1)
- PORT-OF-WAY
- RECORD MAP FOR DOC NO. 2014074560 O.P.R.W.C.T.
- DEED RECORDS OF WILLAMSON COUNTY, TEXAS
- PLAT RECORDS OF WILLAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS

File: S:\Projects\Caughfield\DWG\VD 32.dwg
 Layer State: Date: 02/12/18
 Scale (Hor.): 1"=200' Scale (Vert.):
 Drawn By: JSL Checked By:
 Revision 1:
 Revision 2:
 Revision 3:
 Revision 4:

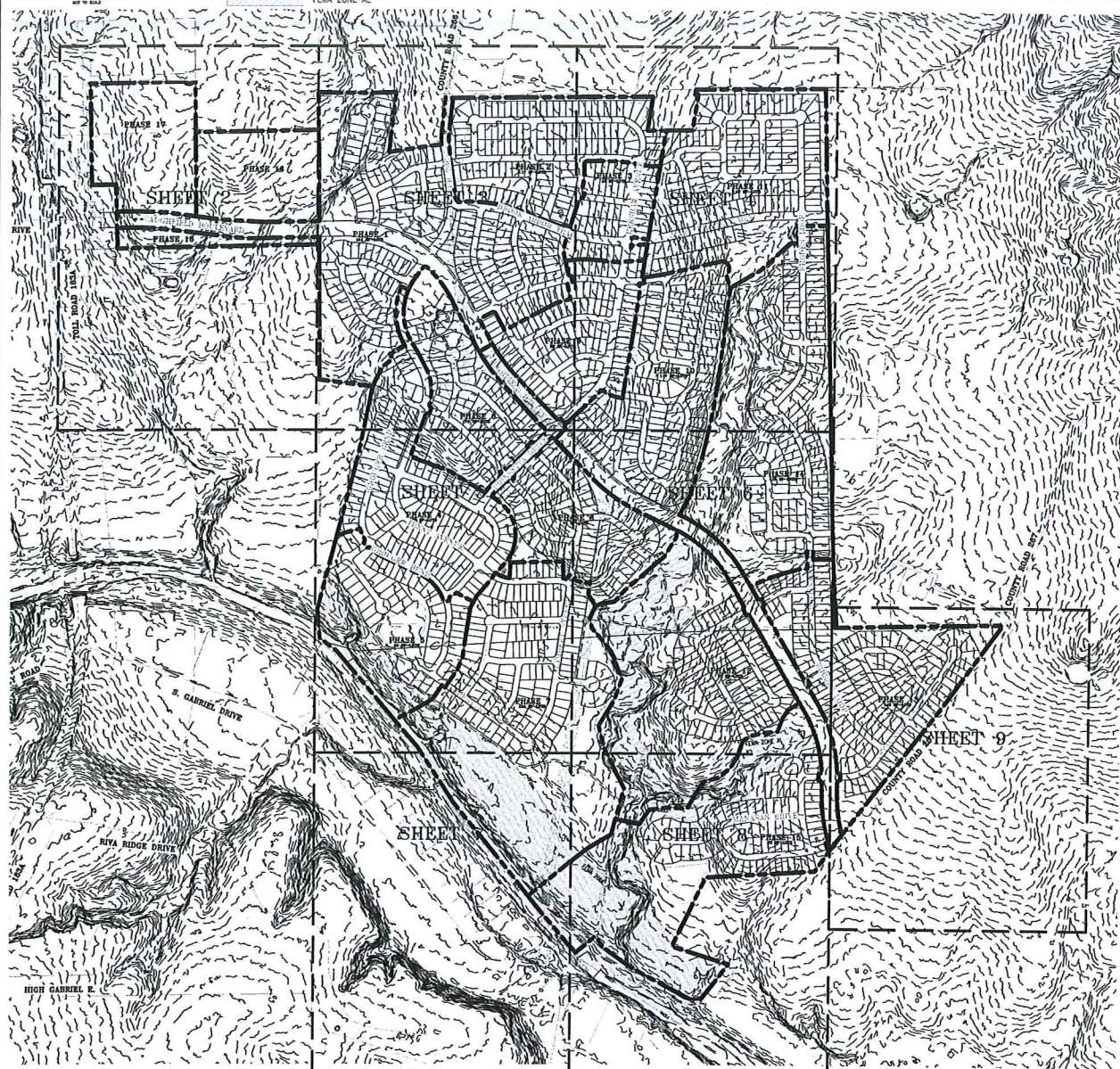
BASELINE LAND SURVEYORS, INC.
 PROFESSIONAL LAND SURVEYING SERVICES
 8333 CROSS PARK DRIVE
 AUSTIN, TEXAS 78754
 TELE: 512.374.9722 FAX: 512.873.9743
 FIRM REGISTRATION CERTIFICATE #10015100
 scott-baseline@austin.tx.us



EXHIBIT "A-3"
DEPICTION OF LARKSPUR



CAUGHFIELD PRELIMINARY PLAN OVERALL



GENERAL NOTES:

- A PORTION OF THIS PRELIMINARY PLAN IS ENCOMPASSED BY SPECIAL FLOOD HAZARD AREAS PREPARED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBERS 484100455E AND 484100275E, EFFECTIVE DATE SEPT 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
- RECOMMENDED PER TRAFFIC IMPACT ANALYSIS (TIA) PROVIDED BY R-K TRAFFIC ENGINEERING, DATED MAY 1, 2014, CONSTRUCT 1/2 (2) LANES OF THE PROPOSED FOUR-LANE DIVIDED CAUGHFIELD BOULEVARD IN THE PROPOSED 130' ROW. CONSTRUCT THE WESTBOUND APPROACH OF CAUGHFIELD BOULEVARD AT US 183 WITH TWO THROUGH LANES AND ONE RIGHT TURN LANE.
- OPEN SPACE AND LANDSCAPE LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
- DIRECT ACCESS TO PROPOSED ARTERIAL ROAD FROM ANY SINGLE FAMILY WITHIN THIS SUBDIVISION IS PROHIBITED.
- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO PILING OR STORAGE, SHALL BE PERMITTED IN ANY DAMAGE EASEMENTS SHOWN HEREON.

LIBERTY HILL NOTES:

- BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH CHAPTER 4, ZONING, LOT DESIGN STANDARDS CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE, EXCEPT THAT THE FRONT YARD SETBACK SHALL BE 25 FEET.
- SEWERAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND WITH THE DESIGN AND CONSTRUCTION STANDARDS. ALL SEWERAGE SHALL BE MAINTAINED BY THE MAJOR OR THE ADJACENT PROPERTY OWNER.
- A TEN FOOT (10') PAVE. ABUTTING AND ALONG ALL STREETSIDE PROPERTY LINES AND A TWO AND A HALF FOOT (2.5') WIDE PAVE. ALONG ALL SIDE LOT LINES IS HEREBY DEDICATED FOR ALL PROPERTY LOTS SHOWN HEREON.
- PAVE. ROAD CONNECTION WITH 183A MUST BE APPROVED BY TxDOT PRIOR TO CONSTRUCTION.

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, _____ DO HEREBY CERTIFY THAT I PREPARED THIS PLAN 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, IN ACCORDANCE WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE.

SIGNATURE AND SEAL OF LICENSED SURVEYOR

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON
I, _____ DO HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN COMPLIES WITH CHAPTER 5, SUBDIVISIONS, PUBLIC IMPROVEMENTS, CITY OF LIBERTY HILL UNIFIED DEVELOPMENT CODE AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF LIBERTY HILL, TEXAS.

SIGNATURE AND SEAL OF LICENSED ENGINEER

DATE

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CHAIRMAN

DATE

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF LIBERTY HILL, AND AUTHORIZED TO BE FILED FOR RECORD BY THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

CORINNE FULLER, MAYOR

BARBARA ZWERNEMANN, CITY SECRETARY

8 May 2015

City of Liberty Hill
Williamson County, Texas

Re: Preliminary Plat of Caughfield

The preliminary plat of Caughfield displays all the covenants of record that affect the land, as shown in Commission for Title 611. No. 12400-1312, effective May 21, 2013, as issued by the Texas Title Guaranty Company for the most recent portions of the property.

Page No.

By Scott Lee et al
2/15/15 (103)

FIRE DEPARTMENT APPROVAL

WILLIAMSON COUNTY ESD#4

CAUGHFIELD

OWNER: CAUGHFIELD RANCH, LTD.
9111 JOLLYVILLE ROAD SUITE 111
AUSTIN, TX 78759
ACREAGE: 608.17 ACRES
SURVEYOR: BASE LINE LAND SURVEYORS, INC.
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
PHONE: (512)374-9722 FAX: (512)873-9743
LINEAR FEET OF NEW (PUBLIC) STREETS: 75,263 LF

ENGINEER: BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPEC
SUITE 330
AUSTIN, TEXAS 78731
PHONE: (512)878-0400
FAX: (512)242-1790
NUMBER OF LOTS: 1,613 LOTS

ACREAGE BY LOT TYPE:

SINGLE FAMILY: 374.41 AC.
COMMERCIAL/AF: 27.90 AC.
* OPEN SPACE: 169.83 AC.
** UNDEVELOPED OPEN SPACE: 16.18 AC.

PARKLAND DEDICATION:
PARKLAND REQUIRED: 804(608.17 AC) = 48.65 AC.
** PARKLAND PROVIDED: 100.44 AC.

- * PUBLIC STREETS INCLUDED
- ** CALCULATED OPEN SPACE INCLUDES UNDEVELOPED PARKLAND AREA
- UTILITY AND DRAINAGE EASEMENTS AND AREAS WITHIN THE 100 YR FLOODPLAIN
- ** CALCULATED PARKLAND INCLUDES UNDEVELOPED OPEN SPACE ONLY

NUMBER OF LOTS BY TYPE:

1,513 SINGLE FAMILY LOTS
52 UTILITY/DRAINAGE LOTS
52 PARKLAND/OPEN SPACE LOTS
3 COMMERCIAL/AF LOTS



Brown & Gay Engineers, Inc.
7000 North Mopec,
Suite 330
Austin, TX 78731
Tel: 512-878-0400
www.bgeinc.com
TPE Registration No. F-1048

PRELIMINARY PLAT

ISSUE DATE	SCALE	SHEET
11/10/2015	1"=400'	1 OF 9



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759		CONTACT NAME: Melissa Williams PHONE (A/C, No, Ext): (512) 343-0280 FAX (A/C, No): (512) 343-0352 E-MAIL ADDRESS: melissaw@ccinsurance.com	
INSURED Larkspur Master Community, Inc. c/o Goodwin Management 11149 Research Blvd Ste. 100 Austin TX 78759		INSURER(S) AFFORDING COVERAGE INSURER A: Republic INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1610420613

REVISION NUMBER:

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			BINDER GL	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured on the General Liability policy as per written contract.

CERTIFICATE HOLDER

matt.gibson@goodwintx.com

Williamson County MUD 32
c/o Armbrust & Brown, PLLC
100 Congress Avenue Ste 1300
Austin, TX 78701

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

Dwayne Baker/MELISS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

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PRODUCER CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759	CONTACT NAME: Melissa Williams PHONE (A/C, No, Ext): (512) 343-0280 E-MAIL ADDRESS: melissaw@ccinsurance.com FAX (A/C, No): (512) 343-0352
INSURED Larkspur Master Community, Inc. c/o Goodwin Management 11149 Research Blvd Ste. 100 Austin TX 78759	INSURER(S) AFFORDING COVERAGE INSURER A: Republic INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1610420613

REVISION NUMBER:

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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:			BINDER GL	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

matt.gibson@goodwintx.com

Williamson County Engineer
Joe England (or successor)
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

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

Dwayne Baker/MELISS

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Commissioners Court - Regular Session**30.****Meeting Date:** 04/11/2017

Employee Policy Manual Lodging Reimbursement

Submitted For: Jerri Jones**Submitted By:** Jerri Jones, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving updates to the Employee Policy Manual related to lodging expense reimbursement.

Background

The current lodging policy (50 miles from Williamson County) was adopted to prohibit overnight stays in the Austin area. However, when the radius of 50 miles was established (understood to be from the nearest County Line), conference sites in both Bastrop and Horseshoe Bay were eliminated as approved overnight lodging areas. Both sites are a considerable distance to travel and pose a safety hazard to our employees. The proposed wording would establish a central location to determine the distance from Williamson County to a conference site, and would allow both Bastrop and Horseshoe Bay to be reimbursable overnight sites.

Fiscal Impact

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

Attachments[Current Policy](#)[Proposed Travel Policy](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jerri Jones

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:12 AM

Started On: 04/03/2017 04:15 PM

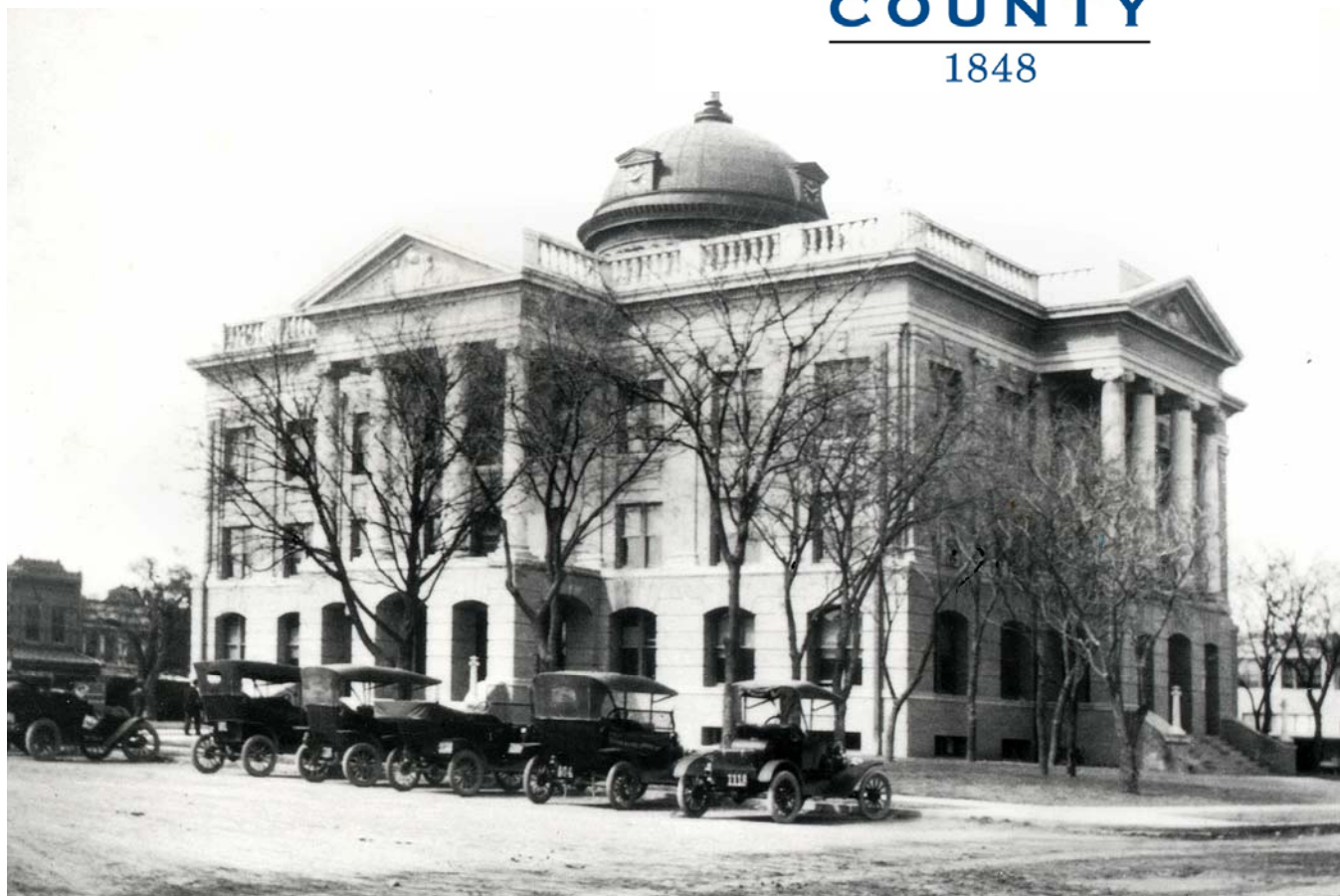
Expense Reimbursement

Type	Policy
Airfare	<ul style="list-style-type: none"> • Employees are responsible for all excess costs and additional travel expenses resulting from taking an indirect route for personal preference or convenience • Airfare will be paid directly to the travel agency, airlines or with a procurement card • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable • An advance will not be issued for travel expenditures
Car Rental	<ul style="list-style-type: none"> • Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized, luxury vehicle rentals will not be reimbursed • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required • Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed • Additional modes of ground travel will not be reimbursed
Personal Car Usage	<ul style="list-style-type: none"> • Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • Mileage will be reimbursed based on the most common route, including toll roads • Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: The purpose of the trip, date, location traveled to and from, and the number of miles traveled • Tolls and parking fees, if reasonable are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable
Lodging	<ul style="list-style-type: none"> • Lodging expenses are reimbursed only if travel is beyond a 50 mile radius of Williamson County • Government rates should be requested at all times • Hotel accommodations require an original itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursed with the exception of business related calls which requires a receipt



**WILLIAMSON
COUNTY**

1848



Employee Policy Manual

Effective February 21, 2017



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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy



Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation
Non-Exempt	YES	<ul style="list-style-type: none">• Time and a half pay or compensatory time after 40 hours actually worked in a work week• Determination of pay vs comp time is based on departmental budget
Non-Exempt: Department of Infrastructure	YES	<ul style="list-style-type: none">• Time and a half compensatory time after 40 hours actually worked• In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor
Non-Exempt: Public Safety Positions*	YES	Time and a half overtime pay or compensatory time after 40 hours worked
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period

This list may not be all inclusive

*Juvenile Detention, 911 Emergency Communications, Emergency Medical Services (EMS), MOT and RCS

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, time and one half pay may refer to accruals of compensatory time or overtime payments. Compensatory time is limited to 240 hours, all hours above this limit will be paid overtime pay.



Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the [Texas Government Code Chapter 573](#) outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be reported to Human Resources immediately

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is mandatory. The first and final pay check will be mailed to the address of record. Pay remittance slips can be viewed and printed online.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System ([TCDRS](#)) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



Employment

Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Any accrued vacation time, comp time or unused holiday time banked prior to October 1, 2014, will be paid in a lump sum on the final paycheck. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck from certain eligible employees. Qualifying leave balances will be paid when an employee terminates or in the pay period in which all County assets have been disabled/returned to the County.

Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)

Refer to the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.



Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off on the day indicated on the payroll calendar by the time indicated by the Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, holiday, vacation, and FMLA in the timekeeping system

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave for each pay period. The leave hours may be adjusted when employees are not in paid status. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Don't forget to check
County email daily!



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
VACATION	< 5 years= 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> May not use leave that has not been accrued Changes in work schedules, may result in adjustments to leave balances & accruals Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) Proration may occur for full-time employees that work less than 30 hours per week Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts)	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE	4 hours per pay period	480 hours	<ul style="list-style-type: none"> May only be used for illness or medical appointment for employee or <i>qualifying</i> family member as defined by FMLA May be required to provide documentation
SICK LEAVE (EMS Paramedics on 24 hour Shifts)	6 hours per pay period	672 hours	<ul style="list-style-type: none"> Not a substitute for vacation Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
FLOATING HOLIDAY	2 days (up to a max of 12 hours based on normal shift assignment) per fiscal year (Effective October 1, 2016)	N/A	<ul style="list-style-type: none"> Only available to full time employees Must be used by the end of the fiscal year Excludes 24 Hour EMS Paramedics
BEREAVEMENT LEAVE	2 days (up to a max of 12 hours based on normal shift assignment) per fiscal year (Effective October 1, 2016)	N/A	<ul style="list-style-type: none"> May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law Documentation may be required EMS 24 hour paramedics will receive 2 days= 48 hours

Wilco PTO leave time is applied in the following order:

1. Compensatory Time
2. Vacation Leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues on the first day of the pay period and will be adjusted if the employee terminates employment or has leave without pay for any days in the pay period.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations Leave may be approved when an employee is summoned to testify for a case that is work related only The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Employee must be at work or scheduled and ready for work on the day of office closure Employees on approved leave of any type are not eligible If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Leave is granted when exempt employees must work during office closure that has been declared by the County Judge EP leave must be used before the end of the current fiscal year



Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
HOLIDAY	<ul style="list-style-type: none"> Part time employees receive 4 hours Full-time employees (up to a max of 12 hours based on normal shift assignment) 	N/A	<ul style="list-style-type: none"> Dates are established by Commissioners Court annually, subject to change Employee must work or be on approved paid leave the day before and after the holiday
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	<ul style="list-style-type: none"> Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	<ul style="list-style-type: none"> Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	<ul style="list-style-type: none"> Any on the job injury must be reported immediately HR will coordinate leave and medical care with the Worker's Compensation carrier Contact HR for more information

A list of County Holidays can be found on wilco.org



For more information on FMLA visit:
<http://www.dol.gov/whd/fmla>

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Use of accrued leave must be approved by the Elected Official or Department Head

Eligibility	<ul style="list-style-type: none"> • Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	Qualifying Reasons/Policy
Basic FMLA	
<ul style="list-style-type: none"> • 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules 	<ul style="list-style-type: none"> • To care for a newborn child or the placement of a child with the employee for adoption or foster care • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • During FMLA, leave is utilized in the following order: sick, PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
<ul style="list-style-type: none"> • Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty. 	<p>Qualifying exigencies may include:</p> <ul style="list-style-type: none"> • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or call to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Use of accrued leave must be approved by the Elected Official or Department Head

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
<ul style="list-style-type: none"> • Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 work-weeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis. 	<p>The term "covered service member" for purposes of Service member Caregiver Leave means:</p> <ul style="list-style-type: none"> • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. <p>The term "serious injury or illness":</p> <ul style="list-style-type: none"> • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

• *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- | | | |
|-----------------------------|---------------------------|-------------------------------------|
| • Restoration of Employment | • Relationship to PTO | • Status Reports |
| • Employee Benefits | • Notification | • Intermittent Leave |
| • Group Health Benefits | • Certification of Health | • Failure to Return from FMLA Leave |

Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for <u>non-elected</u> offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the <u>non-elected</u> office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices	<ul style="list-style-type: none"> • Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	<ul style="list-style-type: none"> • Department heads who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	<ul style="list-style-type: none"> • Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: [policy center](#)

Sick Leave Pool

Membership	Policy
ENROLLMENT	<ul style="list-style-type: none"> • One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
BENEFIT SUMMARY	<ul style="list-style-type: none"> • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
QUALIFICATION	<ul style="list-style-type: none"> • An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for a serious medical condition, to care for an immediate family member or him/her self • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	<ul style="list-style-type: none"> • Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	<ul style="list-style-type: none"> • The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	<ul style="list-style-type: none"> • Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned • Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	<ul style="list-style-type: none"> • The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits		
Type	Policy	Additional Information
Medical Vision, Dental	<ul style="list-style-type: none">• Full time employees are eligible for medical/vision/dental coverage on the first of the month, following the completion of 60 days of employment.• Current employees can make changes only during open enrollment or due to a qualified life event.• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits.• Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.	Contact the HR Benefits Team for additional Information or visit: Benefits
Life	<ul style="list-style-type: none">• Full time employees receive group life insurance for themselves and covered spouse/children at no cost	
Voluntary Life	<ul style="list-style-type: none">• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment	
EAP	<ul style="list-style-type: none">• EAP services are provided at no cost to all full time employees	
Retirement	<ul style="list-style-type: none">• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period	For more information visit: https://www.tcds.org Retiree Medical



Expense Reimbursement

Type	Policy
Continuing Education & Training	<ul style="list-style-type: none"> • If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	<ul style="list-style-type: none"> • The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university located
Off-Site Staff Development	<ul style="list-style-type: none"> • Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed (per employee) the normal and/or customary cost for individual employee training expenses and daily meal reimbursement • A list of attendees must be submitted for documentation as required by IRS Publication #463
Seminars & Conferences	<ul style="list-style-type: none"> • All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and are subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check requisition form to the Accounts payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

Expense Reimbursement

Type	Policy
Airfare	<ul style="list-style-type: none"> • Employees are responsible for all excess costs and additional travel expenses resulting from taking an indirect route for personal preference or convenience • Airfare will be paid directly to the travel agency, airlines or with a procurement card • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable • An advance will not be issued for travel expenditures
Car Rental	<ul style="list-style-type: none"> • Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized, luxury vehicle rentals will not be reimbursed • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required • Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed • Additional modes of ground travel will not be reimbursed
Personal Car Usage	<ul style="list-style-type: none"> • Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • Mileage will be reimbursed based on the most common route, including toll roads • Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: The purpose of the trip, date, location traveled to and from, and the number of miles traveled • Tolls and parking fees, if reasonable are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable
Lodging	<ul style="list-style-type: none"> • Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 • Government rates should be requested at all times • Hotel accommodations require an original itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursed with the exception of business related calls which requires a receipt

Expense Reimbursement

Type	Policy
Meals	<ul style="list-style-type: none"> • Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred • Each employee is on their honor to request reimbursement for actual expenses incurred • The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income • Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County • Meal reimbursements are limited to a maximum of \$50.00 per day <ul style="list-style-type: none"> • \$20.00 for meals when traveling outside the County for day trips • \$50.00 for meals when traveling outside the County and an overnight stay is necessary, or when the work hours extend beyond 8:00pm (documentation may be required) • Meals during day trips cannot be charged to the PCard • All meals not associated with an overnight stay are taxable • If an overnight stay is required, but the stay does not exceed a 45 mile radius from the Courthouse, an employee may claim an amount up to the \$50.00 overnight allowance for meals, lodging will not be reimbursed • Meal receipts are not required unless requested by the employees supervisor or department head, or the meal is charged on a County credit card, when meal receipts are turned in to Accounts Payable the actual cost will be reimbursed • Alcoholic beverages are not reimbursed • Tips should be reasonable and should be included in the \$20.00 or \$50.00 meal allowance • If employment duties require traveling to alternate work locations within the County, meals are not reimbursable • Meals purchased for entertainment/business purposes are not allowed • Meal reimbursements are paid for County employees only
General Travel Information	<ul style="list-style-type: none"> • An advance will not be issued for travel expenditures • All travel expenses must be supported with an itemized receipt • Purchases for airfare, hotels, car rentals, and meal reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation includes a training/meeting agenda, certificate of completion, conference registration, etc • Reimbursement for transportation costs will be at the most reasonable means of transport. The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement, or parking exceeding the most reasonable rate • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense • Sales tax on parking (including hotel parking) is not reimbursable • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Accent Travel is available for booking airfare, and there is an account setup for the County • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or personal emergencies as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arranges

Expense Reimbursement

Type	Policy
Uniforms	<ul style="list-style-type: none"> The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all other County personnel are subject to the following County– wide policy: <ol style="list-style-type: none"> Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement All uniforms will be distinctive and not adaptable for personal use The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time All uniforms and other County property must be promptly returned if County employment ends Employees will not be issued a uniform without written acknowledgment of this policy Current budgeted funds cannot be expended for uniforms except in compliance with this policy The Commissioners Court must approve the funds for any official, employee, or reserve deputy
Expense Reimbursement	<ul style="list-style-type: none"> All expense reimbursement requests must include the following: Date, destination, purpose, name of traveler(s) and conference/seminar agenda or correspondence that verifies the business purpose of the expense Each expense reimbursement must have the employee signature and department head approval. The person approving an expense reimbursement should verify the correct budget line item is being charged All expense reimbursements must be received in the Auditor's office no more than 60 days after the incurrence of the expense. Any items over the 60 days will be denied reimbursement; however, the County Judge has the authority to approve requests over 60 days old Traveling expenses incurred while away from home which are deductible under Section 162(a)(2) of the Internal Revenue Code include the cost of meals only if the trip requires sleep or rest. Sales tax on goods purchased will not be reimbursed. Tax for meals, airline tickets, and hotel stays are the only taxes that will be reimbursed for purchases. Out of state sales tax for travel may be reimbursable if the vendor refuses to accept the exemption. The sales tax exemption form is available on the auditors portal. The County will not pay for any late charges incurred on County credit cards. It is the card holder's obligation to make sure the bill is submitted in a timely manner, the Card holder is responsible for finance charges and/or late payments due on invoices or credit card payments that are turned into Accounts Payable late or because the Department budget did not have enough funds to process the payment in a timely manner Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee was reimbursed contrary to these guidelines. Personal purchases are not allowed and must be reimbursed immediately if they occur. Attach a check, made payable to Williamson County, for these charges with expense reimbursement Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request The Auditors office may request additional documentation for any or all reimbursements

Expense Reimbursement

Type	Policy
Other Expenses	<ul style="list-style-type: none"> • Taxi fare, bus tickets, conference registrations, parking, etc. require an original receipt • If a receipt is unobtainable or is lost, a written statement must be submitted for the expense • A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees, must be reviewed by the Auditor's Office prior to purchase • Only paid receipts will be reimbursed • For additional details on ineligible expense items visit: auditors portal
Employee Recognition expenses	<ul style="list-style-type: none"> • Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the budget order • Employees can be taxed for these items. • In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition: <ul style="list-style-type: none"> • Plaques, Awards or Certificates of recognition for service • Plaques, Awards or Certificates of recognition for retirement • Plaques, Awards or Certificates of recognition for exemplary job performance • All purchases must be easily identifiable for the purpose that the employee is being recognized • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards or meals is not allowable as they are taxable items



Compensation

Pay Frequency and Work Week

- Payday is every other Friday
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- Payday is the last working day prior to any holiday that falls on a Friday
- The payroll calendar is located on the auditors portal

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have questions about deductions from your pay, please contact the Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for Williamson County. Below are the Court Administrator titles with corresponding required years of experience:

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no Expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin Expr Wilco	B.24
Court Admin III CCL/District	5 years Court Admin Expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin Expr Wilco	B.28

Don't forget to check
pay slip online at any
County Computer!



Compensation



Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours

Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked

Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts

Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a departments unallocated or salary line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	<ul style="list-style-type: none"> • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position 	Max of 5% per employee, per budget year*	N/A	<ul style="list-style-type: none"> • Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date 	<ul style="list-style-type: none"> • Positions participating in a tenure based pay scale are not eligible for merit increases • If a merit eligible employee has reached the maximum of their pay grade, a lump sum merit payment may be awarded and cannot exceed 5% of their current base salary • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Retention	<ul style="list-style-type: none"> • 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 	Maximum of 10% above the current salary per employee, per budget year *	N/A	<ul style="list-style-type: none"> • Approval by Commissioners Court, public hearing is required • Change will be effective on the first pay period after Commissioners Court approval • Oracle work-flow required • Verification required 	<ul style="list-style-type: none"> • Contact HR for additional requirements

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed during the same pay period

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	<ul style="list-style-type: none"> When a current employee is hired into a different position with a higher pay grade No additional pay increases in the first 12 months with the exception of merit 	Max 25% above minimum of the pay grade or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	N/A
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	<ul style="list-style-type: none"> Written justification required Salary may remain the same if within the new pay grade
Reclassification	<p>A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:</p> <ol style="list-style-type: none"> Significant change in the job description that includes the addition or deletion of significant duties and responsibilities A position that is determined to be misclassified by comparison to like positions either internally or externally <p>A position can only be reviewed for reclassification during the annual budget, mid-year review process or with Commissioners Court approval. May require a public hearing</p>	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	<p>Support documentation required:</p> <ul style="list-style-type: none"> Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.) If title and grade change without salary impact; placed on April Consent agenda
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process or following a public hearing and Commissioners Court approval	Based on the steps in the chart	Based on the steps (when appropriate)	Submission of request through budget software with back up documentation including whether additional budget is required	Documentation of each position that will advance during the next budget year along with the approved career ladder plan
Filling a Vacancy	When an current employee separates from employment	A vacant position may be filled with a salary up to 25% above the minimum of the pay grade. See promotion above for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	<p>The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).</p>

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- Full-time employees will accrue the following per pay period:

\$24.00 per pay period after five years of employment
\$48.00 per pay period after ten years of employment
\$72.00 per pay period after fifteen years of employment
\$96.00 per pay period after twenty years of employment
\$120.00 per pay period after twenty-five years of employment

- Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
- Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of \$5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.



Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	<p>Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court</p> <p>Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court</p> <p>Step/tenure progression ends at the top step of each position rank</p>	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	<p>Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. This pay must be added into the regular rate of pay when calculating overtime</p> <p>Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.</p>	<ul style="list-style-type: none"> • Law enforcement officers-- \$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--\$60 per month for Advanced Certification; \$90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime 	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	<ul style="list-style-type: none"> • Deputy– Max L 1.4 • Det/Inv– Max L 2.5 • SGT – Max L 3.6 • LT– Max L 4.8 • Captain– Max L5.10 (min L5.6) 	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	<u>First Offense</u> - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. <u>Post-Accident/Near Accident</u> - Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.
	Reasonable Suspicion	<u>First Offense</u> - An employee with a confirmed reasonable suspicion positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	<p>Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:</p> <ul style="list-style-type: none"> *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment <p><u>Examples of sexual harassment:</u></p> <ul style="list-style-type: none"> • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings <p><u>Other prohibited harassment:</u></p> <ul style="list-style-type: none"> • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment <p><i>Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs</i></p> <p>Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals:</p> <ul style="list-style-type: none"> o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department <p><u>Reporting:</u> All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated.</p> <p><u>Disciplinary Measures</u> Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.</p>
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Social Media	While Williamson County encourages employees to enjoy and make good use of their off-duty time, certain activities may become a problem if their work is effected. Employees may use social media in any way they choose, as long as it does not produce adverse consequences. For this reason, employees are required to read and understand the social media policy which is accessible by visiting the policy center .

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	<p>Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may <u>not</u>:</p> <ul style="list-style-type: none"> • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose <p>County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.</p>
Solicitation	<p>Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center</p>
Retaliation	<p>If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.</p>
Attendance	<p>Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice</p>
Gifts/Gratuities	<p>The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties)</p> <ul style="list-style-type: none"> • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so <p>It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium</p>
Outside Employment	<p>Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.</p>

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Violence in the work place
- Harassment
- Conduct unbecoming of a County employee
- Poor attendance
- Discrimination
- Abuse of sick leave
- Theft
- Retaliation
- Conviction of a crime
- Poor job performance

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistleblower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed



Employee Responsibilities

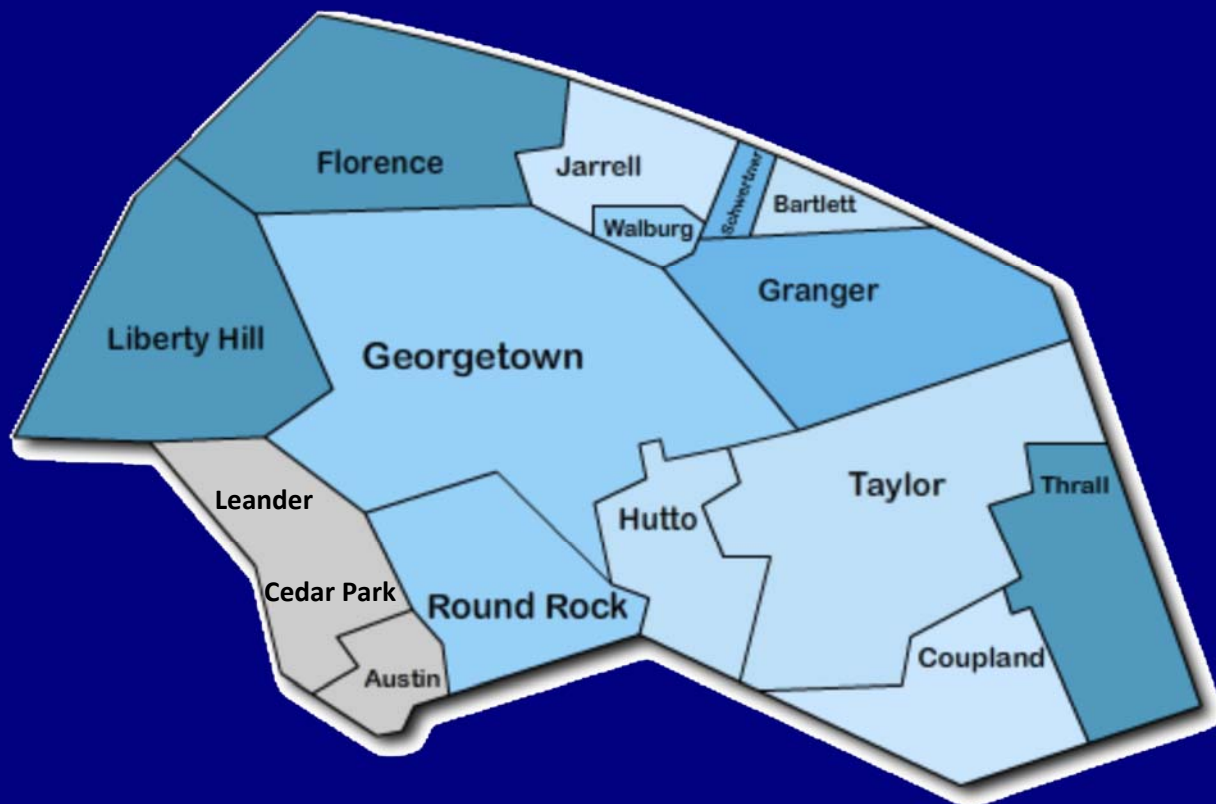
Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

- 1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
 - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
 - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
- 2) After being presented with a written and signed grievance, the supervisor will:
 - Meet with the employees involved and other people necessary to gather the facts
 - Immediately notify the Department Head and the Human Resource Department
 - Attempt to resolve the grievance with the employee
 - Communicate the decision in writing within ten business days after the receipt of the grievance
 - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
- 3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
 - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
- 4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
 - The person(s) conducting the investigation may meet with the parties involved.
 - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
- 5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
 - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
- 6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

For additional policy information contact the Human Resources Department or visit the [policy center](#)
301 SE Inner Loop Suite 108
Georgetown, TX 78626
512-943-1533



Commissioners Court - Regular Session**31.****Meeting Date:** 04/11/2017

Authorizing Service Contract for Painting T. F Harper and Associates

Submitted For: Randy Barker**Submitted By:** Erica Hernandez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing service contract with T.F. Harper and Associates, for painting services at the Southwest Williamson County Regional Park, Tonkawa pavillion and restrooms, in the amount of \$18,105.00, under Buy Board contract no. 512-16.

Background

The service agreement and quote are attached for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsT. F. Harper & Associates Services ContractT.F. Harper and Associates Quote

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Erica Hernandez

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/04/2017 03:26 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR PAINTING
(Williamson County PARD)**

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 **T.F. Harper & Associates**, (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 March 13, 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 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 \$18,105.00, 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 (including premises, completed operations and contractual)	\$ 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 March 13, 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 seven (7) 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.

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:

T.F. Harper & Associates, LP

By: Harper Services, LLC
general partner of T.F. Harper & Associates, LP
By: Thomas F. Harper
Thomas F. Harper, Manager of Harper Services, LLC
in its capacity as general partner for T.F. Harper & Associates, LP

Authorized Signature

Printed Name

Date: _____, 2017

Date: _____, 2017



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: Williamson County PARD
Attn: Jewel Walker & Terry Roberts
Address: Southwest Williamson County Regional Park
3005 Co Rd 175, Leander, Texas 78641
Phone: 512-260-4283
Cell: 512-943-1925
Email: jewel.walker@wilco.org
troberts@wilco.org

Buy Board
Contract #512-16
Work Performed at
Berry Springs Park

QUOTE #: 031317-103-tfh
DATE: March 13, 2017

QTY	DESCRIPTION OF EQUIPMENT	TOTAL COST
	Repaint Buildings	
	Clean, Sand, Prime for Rust as necessary & Paint	
	Tonkawa pavilion	\$7,885.00
	Paint Restrooms (Tonkawa & Camp) interior & Exterior & seal floors	\$9,595.00
	General Cleanup - removing all construction debris and items related to our work.	\$625.00
	TOTAL	\$18,105.00

THIS QUOTE IS VALID FOR 90 DAYS FROM DATE LISTED ON QUOTE

Payment Terms: Due upon delivery of material and receipt of invoice (monthly invoices must be acceptable)

ESTIMATED Time: 8 to 12 weeks after receipt of order

Accepted by: _____

Date: _____ **P.O. # (if applicable):** _____

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

Thank you for giving us the opportunity to quote this equipment.

Kory Cain VP of Construction

Exhibit "A"
Statement of Work/Quotation
(dated March 13, 2017 and incorporated herein as if copied in full)

Commissioners Court - Regular Session**32.****Meeting Date:** 04/11/2017

Authorization of Services Contract for Quarry Splash Pad Work

Submitted For: Randy Barker**Submitted By:** Erica Hernandez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing services contract with Commercial Swim Management LLC, for quarry splash pad work, in the amount of \$7235.00, under Buy Board contract no. 423-13.

Background

Commercial Swim will furnish materials and labor to remove old sand media, inspect plumbing and install new sand media. The service agreement and quote are attached for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsServices Contract Quarry Splash Pad WorkQuote Quarry Splash Pad Work

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Erica Hernandez

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/05/2017 11:09 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
QUARRY SPLASH PAD WORK
(Williamson County Parks)**

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 **Commercial Swim Management LLC**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work/Quotation, dated March 24, 2017 and marked "Bid Proposal," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Bid Proposal, 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 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 \$7,235.00, 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 (including premises, completed operations and contractual)	\$ 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 March 24, 2017 and marked "Bid Proposal," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

This contract takes precedence over any conflicting terms in Bid Proposal.

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 seven (7) 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.

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: April 4, 2017

Proposal # 2016-068
Statement of Work/Quotation
(dated March 24, 2017 and incorporated herein as if copied in full)

**BID PROPOSAL***March 24, 2017**Prepared By:*

Mike Vaughn

Commercial Swim

512-228-7902 Cell

mike@commercialswim.com**Name:** Williamson County Quarry Splash Pad**Address:****Phone:****Attn:** Terry**We hereby propose to furnish materials and labor to complete:****Please initial next to approved proposal**

Proposed Work	Pricing	Approval
Media Replacement on two filters – <ul style="list-style-type: none">• Removal of sand media below the laterals or to the pea gravel level if pea gravel was used• Inspection of internal plumbing and laterals• Installation of new filter sand media• Used media will be left onsite for use by Parks Department	Materials \$4,235.00 Labor \$3,000.00 Total \$7,235.00	
Buy board# 423-13		

Acceptance of Proposal

The pricing listed in this proposal for any of the described labor, materials, equipment rental, and travel have been reviewed and accepted by the owner or authorized representative of the property listed above. Owner or authorized representative agrees to pay all charges listed above including all taxes, labor, materials, rentals, and any other listed charges in full upon completion of proposed work unless prior credit agreements have been approved by Commercial Swim Management's business office. Any and all amounts not paid within 30 days will accrue late fees pursuant to the Texas Prompt Payment Act, Ch. 2251 Tex. Gov't Code.

This Proposal is good for 45 days from submission date.**Authorized Signature** _____ **Date** _____

Please print name _____

**BID PROPOSAL***March 24, 2017**Prepared By:*

Mike Vaughn

Commercial Swim

512-228-7902 Cell

mike@commercialswwim.com**Name: Williamson County Quarry Splash Pad****Address:****Phone:****Attn: Terry****We hereby propose to furnish materials and labor to complete:****Please initial next to approved proposal**

Proposed Work	Pricing	Approval
Media Replacement on two filters – <ul style="list-style-type: none">• Removal of sand media below the laterals or to the pea gravel level if pea gravel was used• Inspection of internal plumbing and laterals• Installation of new filter sand media• Used media will be left onsite for use by Parks Department	Materials \$4,235.00 Labor \$3,000.00 Total \$7,235.00	
Buy board# 423-13		

Acceptance of Proposal

The pricing listed in this proposal for any of the described labor, materials, equipment rental, and travel have been reviewed and accepted by the owner or authorized representative of the property listed above. Owner or authorized representative agrees to pay all charges listed above including all taxes, labor, materials, rentals, and any other listed charges in full upon completion of proposed work unless prior credit agreements have been approved by Commercial Swim Management's business office. Any and all amounts not paid within 30 days will accrue late fees pursuant to the Texas Prompt Payment Act, Ch. 2251 Tex. Gov't Code.

This Proposal is good for 45 days from submission date.**Authorized Signature** _____ **Date** _____

Please print name _____

Commissioners Court - Regular Session**33.****Meeting Date:** 04/11/2017

Redesign of Floor Slab Professional Services Change Order One

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services between Williamson County and KA Hickman Architects and Interior Designers, LLC for redesign of a room for storage purposes in relation to the Williamson County Georgetown Annex Project. The funding for this project is P-325.

Background

Due to the possibility of the Future Courtroom Shell Space being used for storage, it is necessary to do a re-design of the structural components of this space. The structural re-design will allow this space to be used for high density storage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRedesign of Floor Slab Change Order One

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/05/2017 01:20 PM

SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

WILLIAMSON COUNTY GEORGETOWN ANNEX (“Project”)

This Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services (“Supplemental Agreement No. 1”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and KA Hickman Architects and Interior Designers, LLC (the “A/E”).

RECITALS

WHEREAS, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the “Agreement”), dated effective on or about November 10, 2015, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the Williamson County Georgetown Annex Project (the “Project”);

WHEREAS, during the course of A/E’s performance of services, County determined a current need to redesign the floor structural system in Meeting Room 226 of the Project to support high density storage;

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

WHEREAS, this Supplemental Agreement No. 1 provides a description of the scope of Additional Services that are necessary, as well as the Additional Services compensation for A/E’s professional services; and

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

AGREEMENT

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

I. Scope of Additional Services

A/E hereby agrees to provide the Additional Services set forth in Exhibit “A”, Scope of Additional Services, which is attached hereto and incorporated herein by reference.

II. Additional Services Compensation

A/E will perform the Additional Services set out in Exhibit "A" for the not-to-exceed amount of \$20,200.00, which includes all fees for the Additional Services subject of this Supplemental No. 1 and reimbursable expenses associated with the performance of such Additional Services.

III. Schedule

A/E will commence performance of the Additional Services immediately upon receipt of a fully executed copy of this Supplemental Agreement No. 1 and shall perform the Additional Services within 21 calendar days thereafter.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 1

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the A/E have executed this Supplemental Agreement No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

**KA Hickman Architects
and Interior Designers, LLC**

By: 

Printed Name: Keith A. Hickman

Title: Principal

Date: 4 April, 2017

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

Exhibit “A”
Scope of Additional Services

A/E will provide all professional services in order to redesign the floor structural system in Meeting Room 226 of the Project to support high density storage. The proposed storage area is currently designed to support assembly loading for a meeting room and future courtroom. Currently, the second floor framing, columns and foundations will be affected by redesign.

For A/E’s use, County will provide A/E with the layout of the shelving units and the weight of the fully-loaded units that are planned for use in the redesigned area of the Project.

Commissioners Court - Regular Session**34.****Meeting Date:** 04/11/2017

Buyboard Co-Op Agreement 507-16 for uniforms

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement between G&K Services and Williamson County for rental uniforms used by various departments within Williamson County as per Buyboard contract #507-16.

Background

This contract agreement assigns a new number replacing the previous Buyboard Agreement #416-12 for uniforms. No change in terms and conditions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Buyboard Co-op Agreement 507-16](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 09:11 AM

Started On: 04/05/2017 04:06 PM



AGREEMENT FOR SUPPLY OF G&K SERVICES
FOR

BUY BOARD MEMBER Williamson County



Bid # 507-16

Service Agreement Number 1005501

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into between Customer and G&K Services ("G&K"), as of the Effective Date. Customer and Effective Date are identified below.

1. **G&K Agrees With Customer:**

- To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- To provide **G&K Service Guarantees:**
 - G&K will **deliver all Merchandise** to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
 - G&K will clean all Merchandise using **high standards** in laundering methods;
 - G&K will **inspect, repair and deliver** to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - G&K will deliver to Customer all Merchandise in a **clean and useable condition** on the next scheduled delivery day;
 - G&K will deliver to Customer, **on the next regularly scheduled delivery day**, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
 - G&K will **replace worn-out Merchandise** on the next regularly scheduled delivery day **with Merchandise meeting G&K's high quality standards**, at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a **credit to Customer's account** equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To **review with Customer** its account for Services and Merchandise as needed or upon request.
- To remain committed to **meeting or exceeding Customer's needs**, and to **respond to any** Customer service request or concern within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. **Customer Agrees With G&K:**

- Customer has no commitment to any other company** for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To **order from G&K all its requirements** for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To **pay the fees** for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
 - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
 - Annual increases in prices as invoiced by G&K for Merchandise and Services **at the rate of 2% annually on the anniversary date of the Agreement**
 - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any embroidery, seasonal changeovers, exchanges, outsizes, automatic replacement, Image Guard program, special services programs, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer.
 - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices; and
 - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason.
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- Customer agrees to defend, indemnify, and hold harmless G&K, its directors, officers, agents and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of suits, claims and demands by reason of injury or death of any person(s) or damages to any property which directly arises out of the negligent act or omission of Customer, to the extent permitted by law and without waiving any applicable immunity rights. G&K agrees to defend, indemnify, and hold harmless Customer its directors, officers, agents, and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of suits, claims and demands by reason of injury or death of any person(s) or damage to any property which directly arises out of the negligent act or omission of G&K; and

3. **Term: Renewal: Early Termination.**

- This Agreement takes effect as of the Effective Date and continues for the term of **36 months ("Initial Term")** from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of **12 months each ("Renewal Term")**, unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or 30 days during any Renewal Term. Notwithstanding the foregoing, this Agreement is subject to the non-appropriations clause, and may be terminated at any 12-month increment of the Initial Term if funding for the upcoming year is not available and prompt written notice of the same is provided to G&K.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT.
THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

Customer Name _____

Address _____

Accepted By _____

Name and Title (printed) _____

Effective Date _____, 20____

G&K SERVICES

Sales Signature _____

Printed Name and Title _____

Management Signature _____

Printed Name and Title _____

Route _____, Day _____ Customer Number: _____



- ✓ Rental Agreement term, 36 months. On the anniversary date of the Agreement, prices will be increased by 2%.
- ✓ All garments, excluding lease program, will have the steam tunnel finish, with the exception of the Executive Shirts & Executive Pants, for they are pressed.
- ✓ Shirts are available in long or short sleeves (unless noted), both at the same price.
- ✓ Customers can choose to have any or all garments pressed. There will be an additional cost of \$0.25 per pressed garment.
- ✓ There will be a design fee to create a Direct Embroidery logo.
- ✓ Direct embroidery applied per garment = \$6.00
- ✓ There will be a Buy Back charge for all garments with Direct Embroidery, and on Executive Shirts (defined as any shirt with a buttoned down collar) & Polo Knit Shirts with any type of embellishments at the current garment replacement cost.
- ✓ Minimum Stop \$25.00
- ✓ Energy Surcharge 2% of invoice total.
- ✓ No charge for Waste Water, Prep, Emblems, or Nametags.
- ✓ There is a one-time Swing Suit fee, charged by the unit rental price of garment selected, and is applied on the initial order of the garment.
- ✓ There will be an automatic replacement charge of 7% on shop towels and 2% on bar, kitchen, and glass towels. The total will be based on the circulating inventory at the replacement price of item.
- ✓ 15% up charge on Oversized garments:
 - Shirts**
 - Size 2XL to 5XL (*Shirts 6XL and over will have an up charge of 35%*)
 - Sleeve length 36 & over
 - Long tails
 - Pants**
 - Men's waist size 44 to 58 (*Pants with a waist size of 60 & over will have an up charge of 35%*)
 - Men's lengths 34 and above
 - Ladies size 22 to 32
 - (*Ladies Pants from 32 and over will have an up charge of 35%*)

Customer Acceptance Signature: _____

Date: _____

A. EARLY TERMINATION.

Customer may terminate this Agreement for his own convenience at any time, provided that Customer must give written notice to G&K at least 90 days, but no more than 180 days, prior to the effective date of termination stated by Customer in the notice, complies with the requirements of Paragraph E below, and pays an Early Termination Fee. The Early Termination Fee is intended to provide to G&K a return on its investment in Customer's image program and shall be calculated, as follows: multiply the number of weeks remaining in the Initial Term or Renewal Term, as the case may be, following the date of termination by either (a) an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during the 8 weeks preceding the date of Customer's notice of termination, or (b) if Customer terminates this Agreement before Customer has 8 weeks of average weekly invoices, by an amount equal to 50% of average weekly invoices for any lesser period of time. In the event Customer fails in any of its commitments under this Agreement, G&K may suspend its performance or terminate this Agreement within 30 days after the date G&K provides notice to Customer of the failure, in which case Customer will meet each of the conditions described in this paragraph, including paying G&K the Early Termination Fee.

B. CUSTOMER ACKNOWLEDGES THAT G&K HAS INVESTED IN MERCHANDISE AND PERSONNEL IN RELIANCE ON THIS AGREEMENT, THAT G&K IS ENTITLED TO A RETURN ON THIS INVESTMENT, AND THAT THE PAYMENT OF FEES AND CHARGES, INCLUDING THE EARLY TERMINATION FEE, REPRESENT THIS RETURN ON INVESTMENT OVER THE TERM OF THIS AGREEMENT.

C. All rental Merchandise supplied to Customer under this Agreement remains the property solely of G&K.

D. G&K MAKES NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MERCHANDISE OR THE SERVICES SUPPLIED UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE APPROPRIATE FOR CUSTOMER AND ACKNOWLEDGES THE MERCHANDISE SUPPLIED UNDER THIS AGREEMENT IS SUPPLIED FOR GENERAL PURPOSES, UNLESS SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT", "FLAME RESISTANT" OR FOR OTHER SPECIAL PURPOSE. G&K MAY NOT BE THE MANUFACTURER OF THE MERCHANDISE AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SAFETY OR SUITABILITY OF THIS MERCHANDISE FOR USE BY CUSTOMER.

E. As of the effective date of any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all Merchandise in good and usable condition or pay G&K's replacement value for any Merchandise not returned or that is returned in damaged condition, will purchase at G&K's then replacement value all embroidered, permanently embellished, non-standard or special order Merchandise, and will pay to G&K all amounts owed to that date under this Agreement, including, without limitation, all accounts receivable, replacement value for all lost or damaged Merchandise, plus, if applicable, the Early Termination Fee.

F. Any claim or dispute between the parties, arising from, or relating to, this Agreement will be governed by Minnesota law, without regard to its conflicts of law provisions. Any claim or dispute must be resolved only as provided in this Section. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to promptly resolve the claim or dispute, including by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. If the parties are unable to resolve the dispute through negotiation, then G&K may elect to require a mediation of the dispute through a neutral party under rules of an established mediation center. Each provision of this paragraph is enforceable by any court having jurisdiction over the parties, and either party may seek injunctive relief for this purpose. Customer will reimburse G&K for all costs, including attorneys' fees, incurred by G&K to enforce the commitments of Customer under this Agreement and this paragraph.

G. Any interruption of G&K's usual operations, or delay or termination of service provided in this Agreement, by reason of acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of G&K, will not be considered a failure or a liability under this Agreement.

H. THE REMEDIES FOR CUSTOMER DESCRIBED IN THIS AGREEMENT ARE THE SOLE REMEDIES FOR G&K'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND, IN ANY EVENT, G&K'S LIABILITY FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE PRICE OF FEE PAID FOR AN ITEM OF MERCHANDISE THAT FAILS TO COMPLY WITH G&K'S GUARANTEE. G&K IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST WAGES, REVENUE, PROFIT, OPPORTUNITY, DATA OR LOSS OF USE), EXEMPLARY OR PUNITIVE DAMAGES.

I. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement and supersedes all prior oral or written agreements between the parties regarding the matters covered by this Agreement. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement. No amendments to this Agreement will be binding unless in writing signed by representatives of both parties having the apparent authority to do so or as otherwise indicated in this Agreement.

J. All notices permitted or required under this Agreement must be in writing and transmitted by personal delivery, a nationally recognized overnight courier service, certified or registered mail, returned receipt requested, or facsimile (with confirmation). Notices shall be sent to the addresses specified on the first page of this Agreement or to such other address as either party may specify in writing.



ADDENDUM TO G&K SERVICES SERVICE AGREEMENT

410 Probandt
San Antonio, TX 78204

SERVICE AGREEMENT NUMBER

1005501

CUSTOMER

Williamson County Road and Bridge/ Fleet

PHONE NUMBER

(512) 943-3353

ADDRESS

3151 South East Inner Loop Ste B Georgetown, TX 78626

MERCHANDISE/SERVICE ITEMS

ITEM DESCRIPTION	NUMBER OF PERSONS/QT.	INVENTORY PER PERSON/ITEM	CHARGE PER ITEM/UNIT PRICE	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE	NON-STANDARD (✓)
Industrial Shirt SS & LS (ALL COLORS)			\$0.145	Weekly	\$17.32	
Cotton Shirts SS & LS (ALL COLORS)			\$0.214	Weekly	\$21.48	
Industrial Micro-check Shirts LS & SS (ALL COLORS)			\$0.195	Weekly	\$17.32	
Industrial Pants (ALL COLORS)			\$1.145	Weekly	\$17.32	
Dickies Cargo Pants			\$0.391	Weekly	\$28.12	
Industrial Cotton Coveralls (ALL COLORS)			\$0.491	Weekly	\$37.88	
3*4 Track Control Mat			\$1.08	Weekly	\$63.86	
4*6 Track Control Mat			\$2.16	Weekly	\$96.34	
Orange Shop Towels Bagged 18*18			\$0.037	Weekly	\$0.44	
Fender Covers			\$0.27	Weekly	\$6.49	
Touch Free Soap Dispenser			\$5.50	Weekly	\$33.11	
Air Freshener Dispenser			\$2.12	Weekly	\$22.28	

COMMENTS Williamson County is requesting a complete change out from Industrial to Cotton Shirts for both Fleet and R&B. There will be a charge of \$5.00 per garment for each wearer who participates in the change out.

AMOUNT	AMOUNT	AMOUNT
Preparation N/A	Outsize/Special size 15 % / 15 %	Lockers/Soil lockers \$2.95 / \$2.95
Nametag N/A	Image Guard	Auto replacement (Wipers) 7 %
Emblem N/A	Environmental WW CHRG % / \$ min.	Auto replacement (Flat) 2 %
Direct embroidery \$6.00 ea.	Energy CHRG 2 % / \$ min.	Auto replacement (Fluff) 2 %

Customer and G&K agree that Merchandise/Service Items listed above shall be governed by the provisions of the Service Agreement between Customer and G&K, which provisions are incorporated by reference into this Addendum.

CUSTOMER AUTHORIZATION	G&K SERVICES AUTHORIZATION
CUSTOMER SIGNATURE	PROFESSIONAL SALES SIGNATURE David A. Morales Jr.
PRINTED NAME	DATE 3/27/17
TITLE	PRINTED NAME David A. Morales Jr.
DATE	G&K MGMT SIGNATURE Route Specialist
	MGMT ACCEPTANCE DATE
	G&K MGMT PRINTED NAME
	TITLE

Commissioners Court - Regular Session**35.****Meeting Date:** 04/11/2017

Renewal of Inmates Phones Contract 14RFP00222

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Inmate Phones, Contract #14RFP00222, for the same pricing, terms and conditions as the existing Contract for the term of August 13, 2017 – August 12, 2018, with Inmate Calling Solutions, LLC *dba* ICSolutions.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal Inmate Calling Solutions

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco


Date

04/06/2017 09:11 AM

Started On: 04/06/2017 08:32 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Sheriff's Office – Jail
Vendor Name:	Inmate Calling Solutions, LLC dba ICSolutions		
Vendor Address:	2200 Danbury Street, San Antonio, Texas 78217		
Purpose/Intended Use of Product or Service (summary):			
Inmate Phones			
P.O./Contract Number:	14RFP00222	Effective Date:	08/13/2017
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	08/12/2018
Requested By:	Sheriff Robert Chody		
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 the 1st of two (2), one (1) year renewal option periods: 			
Renewal Option Period 1		August 13, 2017 – August 12, 2018	
Initial Contract Period		August 12, 2014 – August 12, 2017	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>Inmate Calling Solutions, LLC</u>		Williamson County, 710 Main St., Georgetown, TX 78626	
Name <u>Brendan Philbin</u>		Dan A. Gattis	
Title <u>Vice President Business Development</u>		Williamson County Judge	
Signature <u></u>		Signature _____	
Date <u>3/20/17</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.

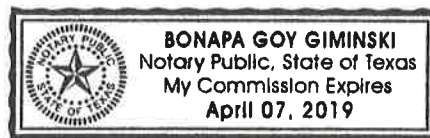
Contract Number:	14RFP00222
Contract Name:	Inmate Phones
Name of Company:	Inmate Calling Solutions, LLC dba ICSolutions
Contact Person:	Joe Garbe
Phone:	866-228-4040
Email:	jgarbe@icsolutions.com
Date:	March 20, 2017
Printed Name of Person Submitting Affidavit:	Brendan Philbin
Signature of Person Submitting Affidavit:	

On this, the 20th day of March, 2017, before me a notary public, the undersigned officer, personally appeared Brendan Philbin, 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



Commissioners Court - Regular Session**36.****Meeting Date:** 04/11/2017

Advertisement HNTB RFQ Professional Engineering Services for

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed qualifications for RFQ 1704-155, Professional Engineering Services for Widening of CR 366.

Background

The estimated budget for this HNTB project is \$7.8M. The project duration is approximately 180 days.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[RFQ packet](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 10:40 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION

Professional Engineering Services for CR 366 Widening

**QUALIFICATIONS MUST BE RECEIVED ON OR
BEFORE:**

May 10, 2017 2:00:00 PM CDT

**QUALIFICATIONS WILL BE PUBLICLY
OPENED:**

May 10, 2017 2:00:00 PM CDT

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."
- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.
- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**
- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1704-155

Professional Engineering Services for CR 366 Widening

Bid Number 1704-155
 Bid Title Professional Engineering Services for CR 366 Widening
 Expected Expenditure **\$7,800,000.00** (This price is expected - not guaranteed)

Bid Start Date In Held
 Bid End Date May 10, 2017 2:00:00 PM CDT
 Question & Answer End Date May 5, 2017 5:00:00 PM CDT

Bid Contact Kerstin N Hancock
 512-943-1546
 khancock@wilco.org

Contract Duration 180 days
 Contract Renewal Not Applicable
 Prices Good for Not Applicable

Bid Comments **Williamson County is seeking qualifications from experienced firms to provide professional Engineering services as defined in this Request for Qualifications (RFQ). Statements of Qualifications (SOQs) shall be submitted to the Williamson County Purchasing Department, 901 S. Austin Avenue, Georgetown, TX 78626 by May 10, 2017 at 2:00PM CST. The preferred method of submittal is through BidSync, electronic submittal. For purposes of this RFQ, Engineer means a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code. All Studies, Reports, Plans, and Specifications must be prepared, signed, stamped, and sealed in accordance with the State of Texas rules and regulations regarding applicable professional practice.**

Item Response Form

Item 1704-155--01-01 - Please attach all required documents to this line item

Quantity 1 each

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description

Please attach all required documents to this line item

Request for Qualifications

1. Project Description

Williamson County is soliciting qualifications of engineering firms interested in providing design engineering services to assist Williamson County Road Bond Program staff in the development of a proposed widening of CR 366 from Chandler Road to Carlos G. Parker Blvd. as identified in the County's long range transportation plan.

2. Scope of Services

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way, legal assistance and utility coordination will not be required on this contract.

A map of the proposed roadway project is enclosed.

3. Evaluation Criteria

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. Below is an estimated outline of how the respondents will be evaluated. This is subject to modification based upon the actual proposal criteria.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Estimated evaluation criteria:

Evaluation Criteria	Maximum Score Points
<u>Project Manager's</u> Experience/Qualifications with Similar Projects	25
<u>Individuals</u> on Project Team's Experience/Qualifications with all aspects of Roadway Design	15
<u>Individuals</u> on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	10
<u>Individuals</u> on Project Team's Experience/Qualifications with public involvement	15
<u>Availability of Project Manager, task leads and relevant staff</u>	25
<u>Understanding of Project</u>	20
TOTAL EVALUATION POINTS	110

Note: Please ensure your response fully addresses each criterion listed above within your proposal.

4. Selection Process

Respondents are advised that the evaluation committee members, at their option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine the overall most qualified firm for final recommendation.

5. Compensation Information & Fees

The top-ranking interviewee, for the particular project, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

6. Proposal Format

There are no specific requirements as to the design of your proposal; however, below are specific requirements to incorporate into your proposal.

a. At a minimum, the SOQ should contain:

1. **Page one:** A one (1) page, single sided, transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. **Page two:** Provide an organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. The chart should not be larger than a single 11"x17" page, and will count as one page of the proposal.
3. **Page three:** Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued July of 2017.
4. **Page four:** Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to roadway projects.
5. **Pages five and six:** Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to projects.
6. **Page seven:** Provide information regarding your understanding of the project and proposed improvements.
7. **Appendix A:** List all roadway planning and design projects completed or in progress in Williamson County in the past 3 years either funded by the State, County, City or CAMPO.
8. **Appendix B:** Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered nonresponsive.** There is no limit to the number of resumes submitted; however, each resume submitted shall not exceed four (4) single-sided pages per individual.
9. **Appendix C:** Conflict of Interest Statement
10. **Appendix D:** References

b. Statements of Qualifications (SOQs) are to meet the following requirements:

- The maximum length is fifteen (15) single-sided pages, inclusive of any cover letter, but not including resumes.
- Minimum font size for text is 12-pitch, except on exhibits where a minimum font size of 8 is permissible.

If hard copies are submitted, submit one (1) individually bound original of the respondent's/team's response, and one PDF file of the SOQ on USB flash drive.

All non-electronic responses submitted must be submitted in a sealed envelope or box. The Request for Qualifications (RFQ) name, number, and recognition date should be clearly marked on the outside. If an overnight delivery service is used, the RFQ name, number, and recognition date should be clearly marked on the outside of the delivery service envelope. RFQ responses are to be addressed to **Williamson County Purchasing Department, Attn: Kerstin Hancock. Include the RFQ number and the description of the project.** All hard copy SOQs must be received in the Williamson County Purchasing Department located at 901 South Austin Avenue, Georgetown, Texas 78626 or electronically through Bidsync.com.

7. Type of Contract

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County BidSync portal at the following link: <http://www.bidsync.com>

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services before submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

8. Questions Concerning this RFQ

All questions concerning this RFQ must be input into <http://www.bidsync.com>. For further assistance, all communications shall be directed to Kerstin Hancock, at khancock@wilco.org. Please reference the RFQ number on the email subject line. Once the RFQ is released, please refrain from communications with any department personnel.

Questions will be accepted until **5:00PM on Friday, May 5, 2017** via BidSync.

9. Late Submissions

Qualifications received after the submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, or other transmitted methods. The qualifications must be time stamp prior to the closing deadline to qualify.

10. Respondent's Acceptance

By submitting a response to this RFQ, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has

knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

11. Texas Public Information Act

Williamson County considers all information, documentation and other materials submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

12. Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Respondent acknowledges and understands that the Commissioners Court of Williamson County, Texas, reserves the right to refuse to award a contract for any or all services covered in this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

13. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals that has been clearly identified as such by the respondents.

Williamson County Purchasing

Address:

**901 S Austin Ave
Georgetown, TX 78626**

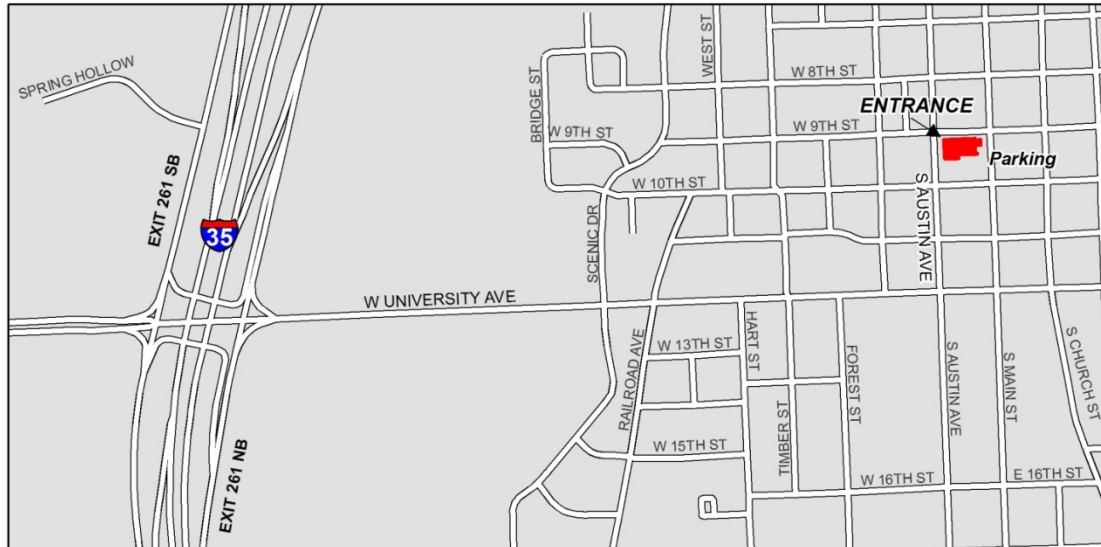
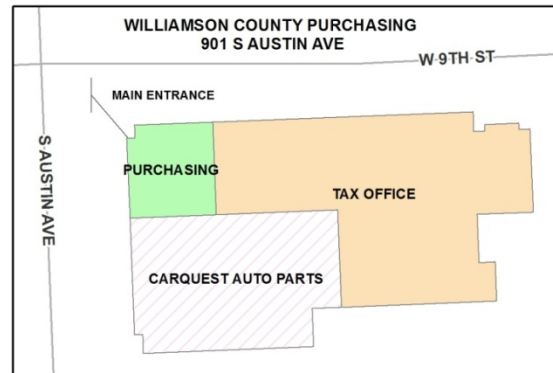
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

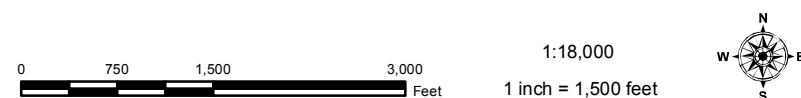
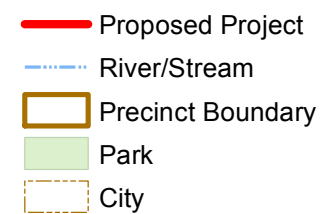




Roadway: CR 366

Limits: From Chandler Rd. to Carlos G Parker Blvd.

Submitted By: City of Taylor



CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: relative; height: 100px;"> <div style="position: absolute; top: 0; right: 0; width: 20px; height: 20px; text-align: center;">5</div> <div style="position: absolute; bottom: 0; right: 0; width: 20px; height: 20px; text-align: center;">6</div> </div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	Signature not required if completing in BIDSYNC electronically.	

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No. _____”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars (\$_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7

PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D.** The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____, _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor
c/o: Pam Navarrette
710 Main Street, Suite 301
Georgetown, Texas 78626

With copy to: Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

ENGINEER



By_____

Printed Name: _____

Title: _____

Date: _____, 20_____

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

 Name of Firm

 Signature of Certifying Official

 Printed Name of Certifying Official

 Title of Certifying Official

 _____, 20____
 Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____
_____ the _____ of _____, on behalf of
said firm.

Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B
ENGINEERING SERVICES

EXHIBIT C**WORK AUTHORIZATION****(To Be Completed and Executed After Contract Execution)****WORK AUTHORIZATION NO. _____****PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20____.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

By:_____

By:_____

Signature

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$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.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose
 - 7.2.1.4 Name of traveler(s)
 - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from 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)
- 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.

EXHIBIT F
CERTIFICATES OF INSURANCE
ATTACHED BEHIND THIS PAGE

Question and Answers for Bid #1704-155 - Professional Engineering Services for CR 366 Widening

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**37.****Meeting Date:** 04/11/2017

Advertisement Approval IFB 1704-154 Aggregates

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids. Aggregates for Surface Treatments under IFB # 1704-154.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsBid Packet

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 10:43 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1704-154 Aggregates for Surface Treatments

**BIDS MUST BE RECEIVED ON OR BEFORE:
May 8, 2017 3:00:00 PM CDT**

**BIDS WILL BE PUBLICLY OPENED:
May 8, 2017 3:00:00 PM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Bid 1704-154

Aggregates for Surface Treatments

Bid Number 1704-154
Bid Title Aggregates for Surface Treatments

Bid Start Date In Held
Bid End Date May 8, 2017 3:00:00 PM CDT
Question & Answer End Date May 5, 2017 5:00:00 PM CDT

Bid Contact Blake Skiles
Purchasing Specialist III
512-943-1478
blake.skiles@wilco.org

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 90 days
Pre-Bid Conference Apr 27, 2017 10:00:00 AM CDT
Attendance is optional
Location: 3151 S.E. Inner Loop
Georgetown, TX 78626

Bid Comments Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Item Response Form

Item 1704-154-01-01 - Please Attach All Documents To This Line

Quantity 1 each

Prices are not requested for this item.

Delivery Location Williamson County, Texas
No Location Specified

Qty 1

Description

Please Attach All Documents To This Line

General Notes and Technical Specs

General Information

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **It is expected that the TY D Aggregate (as seen on the bid form) will be picked up at plant site by Williamson County, TY E shall be delivered.** However, there will be times when the County will require TY D material to be delivered. For this reason the County is requesting two bids for each item. One in which the aggregate is picked up at plant site and the second in which the aggregate is delivered to the Central Maintenance Facility at 3151 S.E. Inner Loop, Georgetown, TX, 78626. Actual delivery site may be within 2-3 miles of listed address. Williamson County reserves the right to evaluate the bids with estimated County transportation costs incorporated into the bid for a total cost.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials

to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

Sieve Analysis: Tex-401-A
Deleterious Material %: Tex-217-F, Part I
Flakiness Index, Max: Tex-224-F
Magnesium Sulfate Soundness, 5 Cycles, %, Max: Tex-411-A
Los Angeles Abrasion, %, Max: Tex-410-A

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials. If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 302 – Aggregates for Surface Treatments

- TY E will be a traprock of various fine grained, dense, dark colored, igneous rock.
- TY D, Grade 4 MOD A and MOD B aggregate shall meet the gradation in Table 1.
- Contractor to provide aggregate that has been washed at least once prior to stockpiling at the plant.
- In addition to meeting the decantation requirements, aggregate that is found to contain excess amounts of dust (0.5% passing the #40 sieve, Tex-200-F, Part II) during contractor's stockpiling or hauling will be rejected.

Table 1
Aggregate Gradation Requirements (Cumulative % Retained¹)

Sieve Size	Grade	
	TxDOT Item 302, Gr 4 MOD A	TxDOT Item 302, Gr 4 MOD B
5/8"	0	0
1/2"	0-5	0-5
3/8"	30-45	75-80
1/4"	80-95	95-100
#4	95-100	-
#8	98-100	98-100

1. Round test results to the nearest whole number.

The Specifications shall be amended by Special Provision below:

SPECIAL PROVISION
302---009

Aggregates for Surface Treatments

For this project, Item 302, "Aggregates for Surface Treatments," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 302.2. Materials, Section A. Aggregate. Table 3 Los Angeles abrasion, % max, is revised with the following requirement:

Table 3

Aggregate Quality Requirements

Property	Test Method	Requirement	Requirement
Los Angeles abrasion, %, max	Tex-410-A	30	All aggregates

BID SHEET Aggregate

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST PICKED UP
1	Aggregate, TxDot Item 302, Type D, Grade 3	1000	TON	
2	Aggregate, TxDot Item 302, Type D, Grade 4 MOD A	4500	TON	
3	Aggregate, TxDot Item 302, Type D, Grade 4 MOD B	4500	TON	
4	Aggregate, TxDot Item 302, Type E, Grade 5	6000	TON	

UNIT COST DELIVERED



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

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

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

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

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:	Location:
<input type="text"/>	<input type="text"/>

Contact Name:	Title:
<input type="text"/>	<input type="text"/>

Phone:	E-mail
<input type="text"/>	<input type="text"/>

Contract Date To:	Contract Date From:	Contract Value: \$
<input type="text"/>	<input type="text"/>	<input type="text"/>

Scope of Work:
<div><div></div><div>5</div><div>6</div></div>

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	Signature not required if completing in BIDSYNC electronically.	

Question and Answers for Bid #1704-154 - Aggregates for Surface Treatments

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**38.****Meeting Date:** 04/11/2017

Tower Structural Analysis

Submitted By: Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the service contract between Scientel Solutions LLC, and Williamson County ITS for Tower Structural Analysis, in the amount of \$5,600 and authorizing the County Judge to sign.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTower agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 11:33 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR TOWER STRUCTURAL ANALYSIS
(Williamson County IT)**

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 **Scientel Solutions LLC**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- A. As described in the attached Statement of Work/Quotation, dated March 23, 2017 and marked "Proposal # 2016-068," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Proposal # 2016-068, 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 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 \$5,600.00, 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 (including premises, completed operations and contractual)	\$ 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 March 23, 2017 and marked "Proposal # 2016-068," which is incorporated herein as if copied in full; and**
- B. Any required insurance certificates evidencing required coverages.**

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 seven (7) 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.

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

Printed Name

Date: _____, 2017

Nelson Santos

Authorized Signature

Nelson C. Santos

Printed Name

Date: April 4, 2017

Proposal # 2016-068
Statement of Work/Quotation
(dated March 23, 2017 and incorporated herein as if copied in full)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-187325

Date Filed:
04/04/2017

Date Acknowledged:

4/4/17 *[Signature]*

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scientel Solutions, LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-068
Wireless Services, Engineering and Products

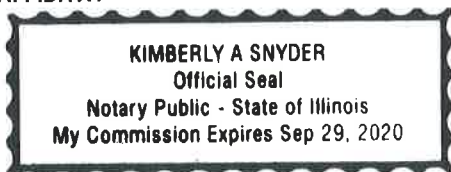
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Nelson Santos

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nelson Santos, this the 4th day of April, 2017, to certify which, witness my hand and seal of office.

Kimberly A. Snyder
Signature of officer administering oath

Kimberly A. Snyder
Printed name of officer administering oath

Accounting Administrator
Title of officer administering oath

Commissioners Court - Regular Session**39.****Meeting Date:** 04/11/2017

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
- e) Mega Site

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: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:25 AM

Commissioners Court - Regular Session**40.****Meeting Date:** 04/11/2017

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.
- t) Discuss the acquisition of real property for Crossroad Acres.

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.
- i) Discuss license agreement with Larkspur Master Community, Inc.

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: 04/06/2017

Reviewed By

Wendy Coco

Date

04/06/2017 01:26 PM

Started On: 04/06/2017 09:23 AM