

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 30TH, 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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-002080	Random Drug Testing	\$800.00
To	0200-0210-004705	Pre-Employment Screening	\$800.00

6. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (7) Computers, (10) Monitors, (4) Keyboards, (2) Docking station, (6) Printers, (4) Ink cartridges, (1) DVD writer, (1) Surge protector, (2) File Cabinets, (1) Garmen pilot, (2) Camera, (1) TV, (2) AT&T aircards, (2) Computer speakers, (2) UPS, (1) Router, (6) IBM system's, (1) Both of misc. keyboards, mice, speakers, (1) Scanner, (2) Scabbers, (1) Shredder, (1) Keyboard tray, (1) GE mini fridge, (1) 2014 F-450, (1) 2008 Ford Crown-Vic, (1) 2006 C8500 Chevy (see attached list) pursuant to Tx Local Gov't Code 263.152.
7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (2) Metal File cabinets, (1) Coat Rack, (1) Office chair (see attached list) pursuant to Tx Local Gov't code 263.152.

8. Discuss and consider confirming the appointment of Kevin Wilkie as a Pct. 3 Deputy Constable.
9. Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Parkside at Mayfield Ranch Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 1 in the amount of \$1,200.00 for obtaining SWPPP plan and services.
12. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 3 in the amount of \$8,330.00 for waterline changes.
13. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 4 in the amount of \$225.00 for TCEQ Permit.
14. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 5 in the amount of \$22,460.00 for waterline at CR 130.
15. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 6 in the amount of \$8,807.11 for Oncor power extension.
16. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 12 in the amount of a \$10,441.00 credit for data route changes.
17. Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 13 in the amount of a \$12,751.20 credit for crawl space revisions.
18. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #5 in the amount of \$0 for 24 Ga. Bristol Blue PEMB Color.
19. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #6 in the amount of \$0 for Structural Steel Scope Revisions.
20. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #7 in the amount of \$0 for Acoustical Fiberglass Wall Panels.
21. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #8 in the amount of \$0 for Transformer Pads Revisions.
22. Discuss, consider and take appropriate action on approval of the final plat for the C.R. Estates Section 3 subdivision - Pct 4.

REGULAR AGENDA

23. Discuss, consider, and take appropriate action on a resolution recognizing Patty Eason for her service to the WCCF.
24. Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.
25. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
26. Discuss, consider and take appropriate action on allocating space in the Precinct 1 Jester Annex Building.
27. Discuss, consider and take appropriate action on an Amendment No. 2 to the Agreement for Landscape Architectural Services between Williamson County and RVE, Inc. (doing business as RVi) for Phase II landscape architectural services relating to Phase V of the Brushy Creek Regional Trail Development.
28. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for a parcel of the project area for roadway construction related to SW Bypass Segment 2.
29. Discuss, consider, and take appropriate action on a nominating a candidate to be considered for appointment to the Tobacco Settlement Permanent Trust Account Administration Committee.
30. Discuss, consider, and take appropriate action on a nominating a candidate to be considered for appointment to the Tobacco Settlement Permanent Trust Account Investment Committee.
31. Discuss, consider and take appropriate action regarding the retention of the law firm of Tiemann, Shahady & Hamala, P.C. to provide legal advice and assistance with statutory and regulatory requirements relating to transfer of permitting and regulation of on-site sewage facilities from the Williamson County and Cities Health District to the Williamson County Infrastructure Department; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.
32. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Amendment NO. 2 as submitted by Symetra Life Insurance Company, for the Voluntary Short Term Disability Income Insurance Group Policy No. 01 016850.00, as an Amendment to the Policy Holder Williamson County effective March 26, 2017.
33. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Policy Rider as submitted by Symetra Life Insurance Company, for the change as amended to the Schedule of Insurance – Life Insurance Benefit for the Certificate of Insurance LGC 13500/TX-SCH 08/06, as an Amendment to the Policy Holder Williamson County effective date of change January 1, 2016.
34. Discuss, consider and take appropriate action on authorizing the County Judge to execute the April 27, 2017 Proposal as submitted by Williamson County Cities Health District to Provide Influenza Vaccines in the Benefit Plan Year of 2017 to Williamson County Employees and Covered Dependents.

35. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 34 and the County of Williamson, Texas.
36. Discuss, consider and take appropriate action on a facilities use agreement with American Heiress Productions, LLC for filming in the historic jail and Justice Center on Tuesday, June 6, 2017.
37. Discuss, consider and approve SecurePlan maintenance option document for previously approved contract with Knight Security Systems for Justice Center Cameras & Video Management System (DIR-TSO-3430, previously approved on 5-2-2017, agenda item #29)
38. Discuss, consider and take appropriate action on authorizing the extension of Lease Property 9769 Hwy 29, Georgetown, Texas 78628 for the term of July 1, 2017 through June 30, 2018 with tenant Mr. Greg Boatright.
39. Discuss, consider and take appropriate action regarding approval of project Williamson County Wireless Phase I - SOW - #20712406 with Insight Public Sector, Inc.
40. Discuss, consider and take appropriate action on authorizing the extension of Medical Supplies for Jail, #1604-071, for the same pricing, terms and conditions as the existing Contract with the Primary Vendor, Bound Tree Medical, LLC and with the Secondary Vendor, New Dimension Pharmacy. The Vendor for line item 2 only, Agni Enterprises, LLC has requested an increase of 3% per the CPI adjustment in the US Department of Labor Report from \$48.00 to \$49.44. The renewal term is July 7, 2017- July 6, 2018.
41. Discuss, consider, and take appropriate action on approving agreement with AdvoWaste Medical Services, LLC supporting Williamson County EMS three locations: Cedar Park, Taylor, and Round Rock.

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)."

42. 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 CR 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.
- u) Discuss proposed acquisition of real property on CR 138.
- v) Discuss proposed acquisition of real property at Highland Springs Lane.

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 the improvements 175 CR 138 (Giesen tract).
 - j) Discuss an Interlocal Agreement with the City of Hutto for CR 119.

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

- 43. 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
- 44. 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

- 45.** 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).
- 46.** 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)

- 47.** Discuss and take appropriate action concerning economic development.
- 48.** Discuss and take appropriate action concerning real estate.
- 49.** 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

- 50. 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.
- 51. 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:** 05/30/2017

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

Submitted For: Terron Evertson**Submitted By:** Daribel Texidor, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to provide for pre-employment screening for open positions in Road and Bridge where jobs have been offered. Funds from the item being transferred is remaining amounts from random drug testing for on the job accidents, which have been below prior year amounts.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-002080	Random Drug Testing	\$800.00
To	0200-0210-004705	Pre-Employment Screening	\$800.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Jennifer Templeton

Date

05/24/2017 03:55 PM

05/25/2017 10:27 AM

Started On: 05/24/2017 01:27 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/30/2017

Asset Auction 5/30/2017

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 (7) Computers, (10) Monitors, (4) Keyboards, (2) Docking station, (6) Printers, (4) Ink cartridges, (1) DVD writer, (1) Surge protector, (2) File Cabinets, (1) Garmen pilot, (2) Camera, (1) TV, (2) AT&T aircards, (2) Computer speakers, (2) UPS, (1) Router, (6) IBM system's, (1) Both of misc. keyboards, mice, speakers, (1) Scanner, (2) Scabbers, (1) Shredder, (1) Keyboard tray, (1) GE mini fridge, (1) 2014 F-450, (1) 2008 Ford Crown-Vic, (1) 2006 C8500 Chevy (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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Attachments[Asset Auction](#)[Asset Auction 1](#)[Asset Auction 2](#)[Asset Auction 3](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:29 AM

Started On: 05/25/2017 09:25 AM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790	5KVHWV1	C03345	Working
1	Dell Latitude E6520	8T885R1	C03123	Working

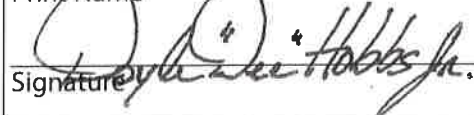
Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/
Authorized Staff:

Dee Hobbs

Print Name

Signature 

May 16, 2017

Date

Contact Person:

Stephanie Lloyd

Print Name

943-1116

Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

MAY 19 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

Print 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 Monitor	CN-0FP816-74261-7AP-46PU		Non-Working
1	Logitech wireless keyboard MK700			Working
1	Dell docking station	CN-0PW395-73901-18T-2368-A01		Working
1	Dell docking station	CN-0PW395-73901-998-7858-A01		Working
1	Dell Optiplex 790	5KWFXV1	C03349	Working

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

Dee Hobbs

Stephanie Lloyd

Print Name

Print Name

Signature

May 16, 2017

Date

943-1116

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

MAY 19 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

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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
☒ 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	LATITUDE E6510	3BH7VM1	C02813	Working

Parties involved:
FROM (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY

Print Name



Signature

Date

Contact Person:

HOLLY SHELL

Print Name

31450

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

**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

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Williamson County

Asset Status Change Form

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 ☐ DONATION to a non-county entity
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 ☐ 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 3110CN PRINTER	5YWF991		
1	DELL 3110CN PRINTER	5YWF991		
4	INK CARTRIDGE (2-magenta, 1-yellow, 1-cyan)			

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY

Print Name



Signature

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

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

MAY 17 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
☒ 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	HP Color Sphere laser printer	JP4LB06789		Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Williamson County Constable Pct 1

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

Vinnie Cherrone

Print Name

[Signature]

Signature

Contact Person:

Vinnie Cherrone

Print Name

5122448650

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

MAY 18 2017

* 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.

**AUDITOR'S OFFICE
WILLIAMSON COUNTY TEXAS**

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print 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 *
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☐ 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	HP Printer 4100N		100025	Working <input type="checkbox"/>
1	HP Deskjet 460	MY6544Z05M		Working <input type="checkbox"/>
1	Dell 5330 Printer	KR-OGN479-72210-OB6-0465		Working <input type="checkbox"/>
1	Pioneer DVD Writer	1KDK048505UC		Working <input type="checkbox"/>
1	Tripp Lite power box		A107766	<input type="checkbox"/>

Parties involved:**FROM** (Transferor Department): Constable Precinct 1**Transferor - Elected Official/Department Head/Authorized Staff:**

Vinnie Cherrone

Print Name


 Signature
Contact Person:

Vinnie Cherrone

Print Name

5122448650

Date Phone Number

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

MAY 15 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

Print Form

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

- ☐ TRANSFER between 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 Optiplex 7010	18323875693		Working <input type="checkbox"/>
1	Grey 2 drawer file cabinet		A104847	Working <input type="checkbox"/>
1	Black 2 drawer file cabinet			Working <input type="checkbox"/>
1	Dell Optiplex 740		P01990	Working <input type="checkbox"/>
				Non-Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Constable Precinct 1

Transferor - Elected Official/Department Head/Authorized Staff:

Vinnie Cherrone

Print Name


Signature

Date

Contact Person:

Vinnie Cherrone

Print Name

5122448650

Phone Number

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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

MAY 15 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.

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

Williamson County

Asset Status Change Form

Print Form

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- ☐ 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	Garmin Street Pilot	42653697		Working <input type="checkbox"/>
1	Watchgaurd Dash Camera	DV10-127047		Working <input type="checkbox"/>
1	Toshiba TV	BAB360034232		Working <input type="checkbox"/>
1	AT&T aircard	D4126983238412		Non-Working <input type="checkbox"/>
1	AT&T aircard	D4127481336212		Non-Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Constable Precinct 1

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

Vinnie Cherrone

Print Name

Vinnie Cherrone
Signature

Contact Person:

Vinnie Cherrone

Print Name

5122448650

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

MAY 15 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.

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Williamson County

Asset Status Change Form

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- ☐ TRANSFER bet ween county departments
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 ☐ DESTRUCTION due to Public Health / Safety
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 ☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor	CN-ODC-323-71618-695-AA7G		Working <input type="checkbox"/>
1	Dell Monitor	CN-0G302H-74261-8B0594S		Working <input type="checkbox"/>
1	Dell Monitor	CN-0Y4299-71618-478-A743		Working <input type="checkbox"/>
1	Dell Monitor	CN-0C552H-72872-A4-172L		Working <input type="checkbox"/>
1	Dell Monitor	CN-05Y232-71618-42A-BDJ1		Working <input type="checkbox"/>

Parties involved:

FROM (Transferor Department): Constable Precinct 1

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

Vinnie Cherrone

Print Name



Signature

Contact Person:

Vinnie Cherrone

Print Name

5122448650

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

MAY 15 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.

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Williamson County

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 ☐ 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	Keyboard	CN-ODJ33-71616-91N-0JRW		Working <input type="checkbox"/>
1	keyboard	CN-04G481-71616-37M-0P28-A00		Working <input type="checkbox"/>
1	Keyboard	CN-OTH836-44751-835-011B		Working <input type="checkbox"/>
1	Harmon Cardon Computer Speakers (pair)	CN-01D430-48220-1AA-0014		Non-Working <input type="checkbox"/>
1	Sony Mavica Camera	344917		Working <input type="checkbox"/>

Parties involved:**FROM** (Transferor Department): constable Precinct 1
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Vinnie Cherrone

Vinnie Cherrone

Print Name

Print Name



5122448650

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

MAY 15 2017

 RECEIVED
 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 _____

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Williamson County

Asset Status Change Form

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 ☐ 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)
	SEE ATTACHED LIST			Working

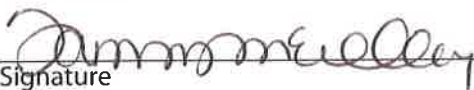
Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/
Authorized Staff:

TAMMY MCCULLEY

Print Name

Signature 

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

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 MAY 17 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 _____

DELL UPS 1920W ST#DJYLDV1

APC UPS 1500 ST#AS0651234629

CISCO 2801 ROUTER ST#FHK084613WF

IBM SYSTEM 3650 ST#7915AC1-06PXCG1

IBM SYSTEM 3650 ST#7915AC1-KQ5V7V

IBM SYSTEM 3650 ST#7915AC1-KQ1A3XM

IBM 24E ST#7805799

IBM 24E ST#7857078

IBM 24E ST#78ZZ0E9

RECEIVED

MAY 17 2017

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	BOX OF MISCEL. KEYBOARDS, MICE, SPEAKERS ECT.	NA	NA	
1	OPTIPLEX 780 DELL	DNZ7GM1	C02779	Working
1	OPTIPLEX GX520 DELL	5NBSL91	C01109	Working
1	fi4120 Scanner/2005	105702	O00078	Working
2	fi5120C Scabbers (2005) & (2006)	000630 & 062003	O00081 & O00079	Working


Parties involved:

FROM (Transferor Department): DEPT. 451 JUSTICE OF THE PEACE PCT. 1

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

Contact Person:

Justice of the Peace Pct. One Dept. 451 Dain Johnson
Print Name

Bonnie Sims 
Print Name

 05/16/2017
Signature Date

244-8691
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

MAY 17 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.

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

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Williamson County

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Destroyit Shredder Ideal 2503	SN#2729170	NA	Non-Working
1	HP Printer 4250/4300	SN# CNGXG47984	100363	Non-Working
1	DEL OPITIDEX 740	62JGLF-1	C01844	Working
4	MONITORS	NA	NA	
1	KEYBORARD TRAY	NA	NA	Working

Parties involved:**FROM** (Transferor Department):*Justice of the Peace Pct. 1 Dept. 451*
**Transferor - Elected Official/Department Head/
Authorized Staff:**

 DAIN JOHNSON JUSTICE OF THE PEACE PCT. ONE
 Print Name
Contact Person:BONNIE SIMS *BS*

Print Name

Signature

[Signature] *5-16-17*

Date

Phone Number

*512-244-8691***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

RECEIVED**MAY 17 2017****AUDITOR'S OFFICE**

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Officer of Williamson County, Texas, will 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
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☐ 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	GE White Mini Fridge	none available	A111385	Working

Parties involved:

FROM (Transferor Department): Auditor's Office

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

Contact Person:

Julie Kiley

Print Name

Print Name

Julie M Kiley

943-1579

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

MAY 17 2017

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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 _____

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Vehicle Status Change

VEHICLE STATUS CHANGE	DEPARTMENT USE ONLY	RECEIVING DEPARTMENT USE ONLY	FLEET SERVICES USE ONLY	HR USE ONLY	AUDITOR	PURCHASING USE ONLY	BUDGET OFFICE USE ONLY	ATTACHMENTS
<p>To be completed by Department releasing vehicle</p> <p>Department 540 - EMS</p> <p>Department Authorized Signer <input type="checkbox"/> Mike Knipstein</p> <p>County VIN/Serial Number 1FDUF4GT8EEA93346</p> <p>Equipment/Door Number ET1486</p> <p>License Plate 118-3416</p> <p>Year 2014</p> <p>Make Ford</p> <p>Model F-450</p> <p>Reason for Status Change OTHER: explain below</p> <p>Dept, Reason for Status Change OTHER comments Trade in for new assets of same general type for the county. Box number 8486WC. Milage: 98286</p> <p>Transferring Vehicle To</p> <p>Receiving Department Authorized Signer</p> <p>Receiving Department Contact Phone Number</p> <p>Elected Official/Department Head/Authorized Staff Digital Signature <input checked="" type="checkbox"/> Mike Knipstein 5/22/2017 1:59 PM</p>								

Version: 8.0


Created at 5/22/2017 1:59 PM by ☐ Mike KnipsteinLast modified at 5/25/2017 8:46 AM by ☐ Jayme Jasso[Close](#)



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Vehicle Status Change

VEHICLE STATUS CHANGE	DEPARTMENT USE ONLY	RECEIVING DEPARTMENT USE ONLY	FLEET SERVICES USE ONLY	HR USE ONLY	AUDITOR	PURCHASING USE ONLY	BUDGET OFFICE USE ONLY	ATTACHMENTS
<p>To be completed by Department releasing vehicle</p> <p>Department 210 - Unified Road Systems</p> <p>Department Authorized Signer <input type="checkbox"/> Jeff Ivey</p> <p>County VIN/Serial Number 1GBT8C4336F423435</p> <p>Equipment/Door Number UDT0632</p> <p>License Plate 1183355</p> <p>Year 2006</p> <p>Make CHEVROLET</p> <p>Model C8500</p> <p>Reason for Status Change OTHER: explain below</p> <p>Dept, Reason for Status Change OTHER comments 240570 miles. Has reached life expectancy</p> <p>Transferring Vehicle To</p> <p>Receiving Department Authorized Signer</p> <p>Receiving Department Contact Phone Number</p> <p>Elected Official/Department Head/Authorized Staff Digital Signature </p>								

Version: 7.0
Created at 5/18/2017 9:54 AM by ☐ Rex Schneider
Last modified at 5/25/2017 9:14 AM by ☐ Jayme Jasso

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Vehicle Status Change

VEHICLE STATUS CHANGE	DEPARTMENT USE ONLY	RECEIVING DEPARTMENT USE ONLY	FLEET SERVICES USE ONLY	HR USE ONLY	AUDITOR	PURCHASING USE ONLY	BUDGET OFFICE USE ONLY	ATTACHMENTS
<p>To be completed by Department releasing vehicle</p> <p>Department 540 - EMS</p> <p>Department Authorized Signer <input type="checkbox"/> Mike Knipstein</p> <p>County VIN/Serial Number 2FAFP71V18X103861</p> <p>Equipment/Door Number EA0805</p> <p>License Plate 119-5802</p> <p>Year 2008</p> <p>Make Ford</p> <p>Model Crown-Vic</p> <p>Reason for Status Change HIGH MILEAGE: List actual mileage below</p> <p>Dept, Reason for Status Change OTHER comments 151,789</p> <p>Transferring Vehicle To</p> <p>Receiving Department Authorized Signer</p> <p>Receiving Department Contact Phone Number</p> <p>Elected Official/Department Head/Authorized Staff Digital Signature <input checked="" type="checkbox"/> Mike Knipstein 5/18/2017 1:53 PM</p>								

Version: 5.0

Created at 5/18/2017 1:53 PM by ☐ Mike Knipstein

Last modified at 5/25/2017 9:04 AM by ☐ Jayme Jasso

Close

Commissioners Court - Regular Session**7.****Meeting Date:** 05/30/2017

Asset Transfer 5/30/2017

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 (2) Metal File cabinets, (1) Coat Rack, (1) Office chair (see attached list) pursuant to Tx Local Gov't code 263.152.

Background

Fiscal Impact

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

AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:51 AM

Started On: 05/25/2017 10:03 AM

Williamson County

Asset Status Change Form

Print 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)
2	Small metal file cabinets			<input type="checkbox"/>
1	Coat rack			<input type="checkbox"/>
1	Office chair			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Parties involved:

FROM (Transferor Department):

Auction

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

Auditors

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

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

Forward to County Auditor's Office

MAY 18 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Commissioners Court - Regular Session**8.****Meeting Date:** 05/30/2017

Confirmation of appointment for Constable Pct 3

Submitted By: Theresa Lock, Constable Pct. #3**Department:** Constable Pct. #3**Agenda Category:** Consent

Information**Agenda Item**

Discuss and consider confirming the appointment of Kevin Wilkie as a Pct. 3 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCC Wilkie

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresa Lock

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 09:19 AM

Started On: 05/23/2017 04:02 PM



Kevin Stofle
Constable Precinct 3
Williamson County, Texas

MEMORANDUM

TO: Williamson County Judge Dan Gattis
Williamson County Commissioner Precinct 1, Terry Cook
Williamson County Commissioner Precinct 2, Cynthia Long
Williamson County Commissioner Precinct 3, Valerie Covey
Williamson County Commissioner Precinct 4, Larry Madsen

FROM: Kevin Stofle, Constable Precinct 3

DATE: May 23, 2017

SUBJECT: Confirmation of Appointment of Deputy Constable

I have selected Kevin Wilkie to serve as Deputy Constable for the Precinct 3 Constable's Office. This is an open, previously budgeted position.

Mr. Wilkie holds a Texas Master Peace Officer Certification and an Instructors Certification from the Texas Commission on Law Enforcement. He served as a member of the Texas Department of Public Safety for 27 years. He has experience in patrol functions, commercial vehicle enforcement and has supervised both civilian and commissioned employees. He has conducted administrative investigations as a Lieutenant assigned to DPS Internal Affairs. He is honorably retiring at the rank of Captain in charge of the Highway Safety Operations Center for the State of Texas which provides statistical data and analysis to the executive leadership of DPS and the Governor. He has also served as a leadership instructor for DPS. Mr. Wilkie is a graduate of the FBI National Academy. Prior to his career at DPS, Mr. Wilkie served in the United States Army where he received an honorable discharge as a Sergeant (E-5).

Having successfully completed an extensive background investigation and interview during the selection process, I have full faith and confidence in his ability to perform any and all acts pertaining to the office of Constable.

I hereby request that the matter of his appointment as Deputy Constable for the Precinct 3 Constable's Office be placed on the May 30, 2017 agenda of the Williamson County, Texas Commissioner's Court for ratification.

Respectfully,

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

Commissioners Court - Regular Session**9.****Meeting Date:** 05/30/2017

MOU and Standard Agreement with Parkside at Mayfield Ranch MUD

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 the MOU and Standard Agreement with Parkside at Mayfield Ranch Municipal Utility District regarding off-duty contracting of County Sheriff Deputies.

Background

This is for a new Municipal Utility District. This agreement gives permission for Parkside at Mayfield Ranch MUD to contract County Deputies in a private capacity and the County to invoice Parkside for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsMOUStandard Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 03:55 PM

Started On: 05/24/2017 03:15 PM

MEMORANDUM OF UNDERSTANDING
Patrol Services to be Performed within Parkside at Mayfield Ranch Municipal
Utility District

1. Background and Purpose.

- a. Section 49.216 of the Texas Water Code authorizes Parkside at Mayfield Ranch Municipal Utility District (the “**District**”) to contract for or employ deputies (the “**Deputies**”, each, as “**Deputy**”) of the Williamson County Sheriff’s Office (the “**Sheriff**”) with the power to make arrests when necessary to prevent or abate the commission of: (i) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District (See paragraph 2(vi) below); (ii) any offense involving injury or detriment to any property owned or controlled by the District; and (iii) any offense against the laws of the state.
- b. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code and Section 791.011 of the Texas Government Code, the District, the Sheriff and Williamson County, Texas have entered into that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Services of County Deputies of even date herewith (the “**Off-Duty Services Agreement**”), pursuant to which the Deputies will provide additional law enforcement, security patrol, and other services within the District’s geographical boundaries.
- c. The purpose of this Memorandum of Understanding (this “**MOU**”) is to set forth the expectations and intentions of the District and the Sheriff with respect to the services to be performed by Deputies pursuant to the Off-Duty Services Agreement. Upon the expiration or termination of the Off-Duty Services Agreement, this MOU will also terminate. This MOU does not constitute a binding contractual commitment by either party hereto.

2. Services Rendered by Deputies.

- a. Although the Deputies will at all times remain under the control and supervision of the Sheriff, the parties hereto mutually agree that the services provided by the Deputies to the District pursuant to the Off-Duty Services Agreement will be performed in accordance with the following standards:
 - i. The District and the Sheriff will each establish a designee who will coordinate with each other regarding the Deputies’ provision of services to the District under the Off-Duty Services Agreement.
 - ii. The District’s designee will coordinate with the Sheriff’s designee with respect to where the patrol and law enforcement services are to be provided. By way of example, the District’s designee may coordinate with the Sheriff’s designee to direct the Deputies to provide law enforcement services at meetings of the District’s Board of Directors or committees, at specific District properties, and/or

at special events of the District, so long as the Deputies are available and willing to provide such services.

- iii. Generally, the Deputies will provide patrol services within the District's parks, other property owned or controlled by the District, and any "problem areas" that experience criminal or suspicious activity.
- iv. All Deputies providing services within the District pursuant to the Off-Duty Services Agreement must become familiar with the boundaries of the District and ensure that the services performed are only undertaken within the District's boundaries.
- v. It is anticipated that the District's designee and the Sheriff's designee will develop an ongoing "security program" for the District based on actual activity in the District and community needs for purposes of continuously improving the safety and wellbeing of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.
- vi. The Deputies may enforce rules of the District on lands owned or controlled by the District provided that a violation of such rules of the District also constitutes a crime under the Texas Penal Code. The District's designee will coordinate with the Sheriff's designee as to any rules to be enforced so that the Deputies are familiar with the District's rules, if any.
- vii. The Sheriff's designee will coordinate with the District's designee regarding the hours during which the Deputies are to provide services within the District pursuant to the Off-Duty Service Agreement.
- viii. The District will compensate Deputies providing services pursuant to the Off-Duty Service Agreement at the rate of \$50.00 per hour. Any time during which a Deputy rendering services within the District pursuant to the Off-Duty Service Agreement leaves the District for emergencies or otherwise, all such time must be logged in a daily report identifying the time of departure and return. Such time must be accounted for and reported to the District's designee on a monthly basis, such that the District does not provide payment for time spent outside the District.
- ix. The Sheriff's designee will strive to maintain continuity in scheduling the Deputies for provision of services within the District pursuant to the Off-Duty Service Agreement with the intent to minimize turnover. It is the intent of the parties hereto that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a Deputy will be better able to identify and investigate suspicious or potential criminal activity.
- x. The Sheriff's designee will provide the District's designee with a monthly report that includes the following information with respect to services performed pursuant to the Off-Duty Service Agreement during the preceding monthly period:

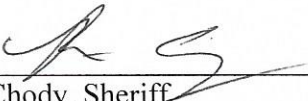
1. All crimes during the monthly reporting period by date, time, location, and responding Deputy.
 2. Working hours of each Deputy rendering services pursuant to the Off-Duty Service Agreement. The report must identify the Deputy's name; whether the services were rendered in a marked or unmarked vehicle; hours of commencement and cessation of the services; all incidents (including traffic stops) during the assignment period; and whether citations were issued. This information must be prepared utilizing daily logs of the Deputies providing services.
 3. Any traffic enforcement activity of the Deputies.
 4. The nature and duration of any emergencies or other circumstances that require a Deputy to leave the District during periods when such Deputy was rendering services to the District pursuant to the Off-Duty Service Agreement. The report must identify the time at which the Deputy leaves his or her patrol assignment within the District, and returns to his or her patrol assignment within the District.
 5. All routine patrol services furnished within the District other than pursuant to the Off-Duty Service Agreement.
- xi. It is the mutual intention of the parties hereto that traffic enforcement details (i.e., speed traps) will generally not be conducted under the Off-Duty Service Agreement unless specifically requested by the District's designee and directed by the Sheriff's designee; provided that a Deputy may take appropriate action in connection with any observed violation of the laws of the State of Texas. This MOU shall not impact the right of the Deputies to conduct traffic enforcement activities while performing routine law enforcement services other than pursuant to the Off-Duty Service Agreement.

This MOU is executed and dated as of the 9th of May, 2017.

PARKSIDE AT MAYFIELD RANCH MUNICIPAL UTILITY DISTRICT

By: 
Dan Ryan, Board President

WILLIAMSON COUNTY SHERIFF

By: 
Robert Chody, Sheriff

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, 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 employment with the LGE, the LGE 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 May 9, 2017, and shall terminate on September 30, 2017, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for the fiscal year beginning FY 2020.
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.
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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY:

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
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.

LGE:

Name of LGE: Parkside at Mayfield Ranch Municipal Utility District

Signature: 

Printed Name: Dan Ryan

Title: President, Board of Directors

Date: May 9, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 5-23-17, 2017

Address of Office: 508 S. Rock Street
Georgetown, Texas 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

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

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**10.****Meeting Date:** 05/30/2017

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
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AttachmentsComp Item

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 05/25/2017

Reviewed By

Tammy Fennell

Wendy Coco

Date

05/25/2017 11:00 AM

05/25/2017 11:11 AM

Started On: 05/25/2017 08:59 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
911 Communications	0167	02493	\$85,213.18	\$86,917.48	\$1,704.30	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0117	04012	\$64,519.42	\$65,164.61	\$645.20	1.00%	Merit	Unallocated	5/19/2017
911 Communications	0138	13260	\$43,933.12	\$44,811.77	\$878.65	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0165	11480	\$67,252.12	\$68,597.10	\$1,344.98	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0116	11481	\$59,094.76	\$60,276.65	\$1,181.90	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0115	04580	\$59,378.84	\$59,972.64	\$593.80	1.00%	Merit	Unallocated	5/19/2017
911 Communications	0168	04107	\$60,242.23	\$60,844.66	\$602.43	1.00%	Merit	Unallocated	5/19/2017
911 Communications	0164	12774	\$47,968.98	\$48,928.36	\$959.38	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0172	10377	\$53,752.82	\$54,290.35	\$537.53	1.00%	Merit	Unallocated	5/19/2017
911 Communications	0135	11859	\$41,981.16	\$42,820.94	\$839.78	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0122	11218	\$48,505.33	\$49,475.44	\$970.11	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0171	11210	\$58,632.68	\$59,805.35	\$1,172.66	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0160	10358	\$57,640.44	\$58,793.24	\$1,152.80	2.00%	Merit	Unallocated	5/19/2017
911 Communications	0012	12349	\$49,204.44	\$51,172.62	\$1,968.18	4.00%	Merit	Unallocated	5/19/2017
911 Communications	0161	12256	\$49,204.44	\$51,172.62	\$1,968.18	4.00%	Merit	Unallocated	5/19/2017
911 Communications	0163	10794	\$56,223.77	\$57,348.24	\$1,124.47	2.00%	Merit	Unallocated	5/19/2017
Juvenile Services	1069	11401	\$39,507.91	\$39,902.99	\$395.08	1.00%	Merit	Unallocated	5/19/2017
Sheriff's Office	1419	vacant	\$75,629.26	0	0	0	Title, Grade Change Office Admin SO (B.22) to Office Coordinator SR (B.23) vacant	N/A	6/2/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**11.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 1

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 1 in the amount of \$1,200.00 for obtaining SWPPP plan and services.

Background

This change has zero-dollar impact to the GMP of the project.

Obtain SWPPP plan/services for environmental conditions. Includes SWPPP Narrative, signage & MS4 documents.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPCO1SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:16 AM

Started On: 05/19/2017 01:04 PM

COST ITEMIZATION

1

PROJECT: Williamson County Sheriff's Office Training Center

CONSTR. MGR.: American Constructors, Inc.

DOCUMENT NAME: SWPPP

SUBJECT: SWPPP Report

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

[illegible]

*** Quote backup for sub pricing is attached***

Total

\$1,200.00

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

David A. Achterberg

Brinkley Sargent Wiginton Architects

Gary Wilson 5.17.17
Williamson County Date

Williamson County

Date _____

PROPOSAL FOR SWPPP SERVICES



**environmental
allies**

www.environmentallies.com
9625 Windfern Rd., Houston TX 77064
281-442-4112 office * 281-442-4117 fax
Ben West * Estimator
estimator2@environmentallies.com

January 12, 2017

Williamson County Sheriff's Office Training Center

Hutto, TX

Hutto, TX		Pricing Good for 90 Days			
		Qty	Unit	Unit Price	Total
TPDES Compliance	1 SWPPP Narrative (<i>No Start Up Service Charges</i>) Includes: 1 Bound Copy, Required SWPPP Signage, Submission of MS4 Documents, Processing of NOI and NOT Excludes: NOI Fee if applicable (see next line)	1	EA	\$1,200.00	\$1,200.00
	2 Contractor NOI Permit Fee Filed & Submitted. STEERS Account is strongly suggested for quick processing	0	EA	\$325.00	\$0.00
	3 Site Inspections Performed Weekly- plug in the project duration (Qty) in months	TBD	MO	\$400.00	TBD
TPDES Compliance Total				\$1,200.00	
Structural Controls	4 Stabilized Construction Entrance- 3" x 5" Crushed Limestone (111 SY)	0	EA	\$1,295.00	\$0.00
	5 Concrete Truck Washout- 1' Berm & Plastic Liner (10'x10')	0	EA	\$550.00	\$0.00
	6 Wire Back Reinforced Filter Fabric Fence (<i>includes removal- one time only- must meet 500 LF minimum, offer may vary- see alternates</i>)	0	LF	\$1.75	\$0.00
	7 Grate Inlet Protection Barrier with Silt Fence	0	EA	\$53.50	\$0.00
	8 Curb Inlet Protection Barrier with Geocurve (10')	0	EA	\$90.00	\$0.00
	9 Type 2 Rock Berm- 18" H with wire- \$975 Minimum	0	LF	\$27.00	\$0.00
	10 Mulch Sock (12")	0	LF	\$6.67	\$0.00
	11 Tree Protection (Chain Link Fence)	0	LF	\$2.41	\$0.00
12 Clearing (for installation of silt fence and tree protection- <i>only if needed</i>)	TBD	DAY	\$500.00	TBD	
Structural Controls Total				\$0.00	
Mob/Misc	13 Badging/ Orientation/ Drug Testing/ Safety Classes (price per person)	0	EA	TBD	\$0.00
	Mobilization Charge- This bid includes 1 mobilization*. All additional mobilizations will be charged a \$250 mobilization fee. All mobilizations must meet \$500 minimum. *This scope of work might require additional mobilization fees based on site readiness which could increase total project costs (Site readiness includes but is not limited to: contractor representative onsite to direct installation, clearing, surveying, phasing, BMP location identifications, tagged trees etc.).	0	EA	\$250.00	\$0.00
TAX	15 *Sales Tax	0	LS	8.25%	\$0.00
Alternative Items					
GeoCurve for Curb Inlet Protection: \$ 90.00		If Rock Saw for Silt Fence is needed there will be a charge of \$0.50/LF for 1000 LF and greater; for less than 1000 LF, a \$600 flat rate for the saw will be charged in addition to the Silt Fence price per LF. If Silt Fence is less than 500 LF, then additional \$0.50/LF for removal - one time only, Offer may vary based upon evaluation of silt fence state (e.g. heavily compacted)		Additional Copy of SWPPP Narrative: \$50.00	
Sales Tax*					
All bolded items are considered taxable temporary items, unless exemption certificate is provided. See section 151.338 of the Texas Tax Code.					
Exclusions					
Permits, fees, TX DOT specifications, safety classes, badging, site specific classes, damages by weather/non-weather related events, material removal & repairs, rooming fees, water meter fees, clearing, trimming, grubbing, backfilling, trenching, excavation & project maintenance.					
Certifications					
Certificates available upon request.					

TPDES Compliance Total	\$1,200.00
Structural Controls Total	\$0.00
Mobilization Total	\$0.00
*Sales Tax	\$0.00
SWPPP Grand Total	\$1,200.00

We the Contractor do hereby agree to the price, specifications and conditions referred to herein, and authorize the subcontractor named herein to perform the work as specified.

COMPANY _____

TITLE _____

SIGNATURE _____

DATE _____

SEE NEXT PAGE FOR STABILIZATION SERVICES

Page 1 of 2

PROPOSAL FOR STABILIZATION SERVICES



**environmental
allies**

www.environmentallies.com
9625 Windfern Rd., Houston TX 77064
281-442-4112 office * 281-442-4117 fax
Ben West * Estimator
estimator2@environmentallies.com

January 12, 2017

Williamson County Sheriff's Office Training Center

Hutto, TX

		Pricing Good for 90 Days			
		Qty	Unit	Unit Price	Total
Seeding & Sodding	1 Broadcast Seeding Disking of ground, broadcast seed, cultipacked disked/seeded area 50# Rye, 50# Unhulled Bermuda (Oct. 1 – Feb. 28) With Organic 4-2-2 Fertilizer @ 400# per AC (EA Standard)	0	AC	\$755.00	\$0.00
	2 Dry Application Seeding Disking of ground, broadcast seed, cultipacked disked/seeded area Chopped hay disbursed in specific area, top of the hay area with hydro mulch and tackifier 50# Rye, 50# Unhulled Bermuda (Oct. 1 – Feb. 28) With Organic 4-2-2 Fertilizer @ 400# per AC with cellulose fiber/paper mulch @ 1500# per AC 2.4 Tons Hay per Acre (EA Standard)	0	AC	\$1,675.00	\$0.00
	3 Hydromulch Seeding with Tractor Work Disking of ground, broadcast seed, cultipacked disked/seeded area Top the seeded area with hydromulch 50# Rye, 50# Unhulled Bermuda (Oct. 1 – Feb. 28) With Organic 4-2-2 Fertilizer @ 400# per AC with cellulose fiber/paper mulch @ 1500# per AC (EA Standard)	0	AC	\$1,275.00	\$0.00
	4 Un-Anchored Bermuda Sodding	0	SY	\$7.00	\$0.00
	5 Anchored Bermuda Sodding	0	SY	\$7.95	\$0.00
NOTE: All Seeding must meet 1 acre minimum All Sodding must meet 400 SY minimum					
Seeding & Sodding Total					\$0.00

Mob.	6 Mobilization Charge- This bid includes 1 mobilization*. All additional mobilizations will be charged a \$250 mobilization fee. All mobilizations must meet 1 acre of seed minimum. *This scope of work might require additional mobilization fees based on site readiness which could increase total project costs (Site readiness includes but is not limited to: contractor representative onsite to direct installation, clearing, surveying, phasing, BMP location identifications, tagged trees etc.).	0	EA	\$250.00	\$0.00
	Mobilization Total				\$0.00

Environmental Allies Guarantee	
Environmental Allies has a 1 Year Guarantee for turf establishment that includes tractor work. Area to be seeded must be prepped to final grade and free of any erosion rills or debris before seeding. Guarantee is negated if Environmental Allies is directed to perform seeding on areas that do not meeting the requirements above. Written notice will be provided to the contractor prior to work performed. If there is no growth Environmental Allies will re-seed all areas, excludes but not limited to non-growth due to poor soil conditions, flooding, drought, unusual weather conditions, or non-watering neglect from the contractor on site. The request for the costs associated with the watering schedule will be required for any warranty work.	
Exclusions	
Permits, fees, TX DOT specs, safety classes, badging, site specific classes, damages by weather/non-weather related events, material removal & repairs, rooming fees, water meter fees, clearing, trimming, grubbing, backfilling, trenching, excavation & project maintenance. The client is responsible for providing a water source for hydromulch seeding and/or sod. The client is also responsible for maintaining and watering of the seed and/or sod after work has been completed. We do not provide topsoil, lime, lime stabilization, bed prep or maintenance.	
Certifications	
Certificates available upon request.	

Seeding & Sodding Total	\$0.00
Mobilization Total	\$0.00
Stabilization Grand Total	\$0.00

We the Contractor do hereby agree to the price, specifications and conditions referred to herein, and authorize the subcontractor named herein to perform the work as specified.

COMPANY _____

TITLE _____

SIGNATURE _____

DATE _____

Dustin Wiegers

From: Bob Lubecker <rlubecker@wilco.org>
Sent: Tuesday, January 17, 2017 7:44 AM
To: Dustin Wiegers
Cc: Tom Satori; Grant Huling; David Achterberg; dboles@bsw-architects.com; Gary Wilson
Subject: RE: 21522 WCSOTC - PreCon Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Dustin,

Please provide the SWPPP plan.

Thanks,

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626
O: 512-943-1625
C: 815-341-6271

From: Dustin Wiegers [mailto:dwiegers@acitexas.com]
Sent: Thursday, January 12, 2017 2:48 PM
To: David Achterberg <dachterberg@bsw-architects.com>; dboles@bsw-architects.com; Bob Lubecker <rlubecker@wilco.org>; Gary Wilson <gwilson@wilco.org>
Cc: Tom Satori <tsatori@acitexas.com>; Grant Huling <ghuling@acitexas.com>
Subject: FW: 21522 WCSOTC - PreCon Meeting

All, it looks like Halff did not include the SWPPP in their contract. I have procured a quote to have a third party prepare the SWPPP. It will run \$1200. If I release them today I can probably have the SWPPP book in my hand Monday. As stated in the meeting this is very time sensitive since to be in compliance with TCEQ we need this in hand prior to starting any work. Please let me know if I can proceed.

Thanks,

Dustin Wiegers
AMERICAN CONSTRUCTORS
11900 West Parmer Lane | Suite 200 | Cedar Park, TX 78613
main office (512) 328-2026 | **cell** (512) 743-7107
www.acitexas.com

American Constructors has moved offices! Please note our new address above.

From: Sutherland, Matthew [mailto:mSutherland@Halff.com]
Sent: Thursday, January 12, 2017 9:44 AM

Williamson County
Sheriff's Office Training
Center

Commissioners Court - Regular Session**12.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 3

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 3 in the amount of \$8,330.00 for waterline changes.

Background

This change has zero-dollar impact to the GMP of the project.

Realignment of water supply line near Chandler Road as required by Jonah Water.

Fiscal Impact

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

AttachmentsPCO3SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:17 AM

Started On: 05/19/2017 01:05 PM

PROPOSAL REQUEST

BRINKLEY SARGENT WIGINTON ARCHITECTS

Distribution: OWNER ☒ ARCHITECT ☒ CONSULTANT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

PROJECT: Williamson County Sheriff's Office Training Center
8160 Chandler Road
Hutto, TX 78634

PROPOSAL REQUEST NO: 02

OWNER: Williamson County
3151 SE Inner Loop
Georgetown, Texas 78626

TO: American Constructors, Inc.
11900 West Parmer Lane
Cedar Park, TX 78613

INITIATION DATE: 03/07/17

PROJECT NO.: 21522.00

CONTRACT FOR: General Construction

CONTRACT DATE: 12/20/16

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

Item No. 1. Provide pricing for adjustments made to Civil sheets C18-C22 for approved water line realignment accepted by Owner on 01/19/2017 and from the plan review comments from Jonah Water.

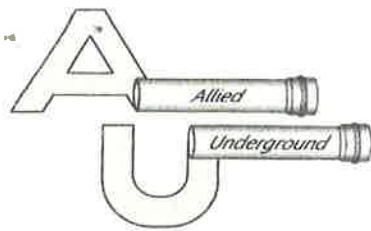
Attachments: Civil sheets C18, C19, C20, C21 and C22, Revision 03 dated 03/06/2017.

ISSUED: BRINKLEY SARGENT WIGINTON ARCHITECTS

By: David Achterberg 3/7/2017

ARCHITECT

DATE



ALLIED UNDERGROUND INC.

107 N. Grange Street

P.O. Box 1732

Bertram, Texas 78605

Phone 512.355.9094 Fax 512.355.2992

Change Order Request
Revisions per Approved Plans

American Constructors
4330 S. Mopac Expressway, Suite 160
Austin, Texas 78735
(512) 328-2026 Fax (512) 328-2520

Attn: Grant Huling

Williamson Co. Sheriff's Training Center
8160 Chandler Road
Hutto, Texas 78634

March 1, 2017

Description	Quantity	Unit Price	Ext. Price
Water			
Add - 12" DR-18 PVC Pipe	40 lf	\$39.50	\$1,580.00
Deduct - 3" Domestic DC Backflow Preventer w/box	-1 ea	\$8,500.00	-\$8,500.00
Add - 12" Gate Valve	1 ea	\$1,850.00	\$1,850.00
Add - 8" Gate Valve	1 ea	\$850.00	\$850.00
Deduct - 12" 11¼° Bend	-12 ea	\$290.00	-\$3,480.00
Add - 12" 22½° Bend	2 ea	\$325.00	\$650.00
Add - 24" Steel Encasement Pipe	75 lf	\$170.00	\$12,750.00
Add - 24" x 12" Casing Spacer	12 ea	\$150.00	\$1,800.00
Add - Concrete Cap	73 lf	\$20.00	\$1,460.00
Deduct - Concrete encase 12" water line	-20 lf	\$50.00	-\$1,000.00
Deduct - 12" Mega Lug	-18 ea	\$145.00	-\$2,610.00
Add - 8" Mega Lug	2 ea	\$70.00	\$140.00
Add - 12" Bell Joint Restraint	3 ea	\$350.00	\$1,050.00
			\$6,540.00
3" Water Line to Shooting Range			
Deduct - 3" Domestic DC Backflow Preventer w/box	-1 ea	\$8,500.00	-\$8,500.00
Add - Concrete Cap	73 lf	\$15.00	\$1,095.00
Deduct - Concrete encase 3" water line	-20 lf	\$50.00	-\$1,000.00
Add - 6" Steel Encasement Pipe	73 lf	\$120.00	\$8,760.00
Add - 6" x 3" Casing Spacer	11 ea	\$115.00	\$1,265.00
Add - 6" x 3" End Seal	2 ea	\$85.00	\$170.00
			\$1,790.00

Total Change Amount

\$8,330.00

Leonard Meredith
Leonard Meredith

3-1-17

Date

Funds Tracking Log

Commissioners Court - Regular Session**13.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 4

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 4 in the amount of \$225.00 for TCEQ Permit.

Background

This change has zero-dollar impact to the GMP of the project.

Obtain TCEQ permit which consist of Texas Pollutant Discharge Elimination System and Storm Water Construction General Permit.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPCO4SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:18 AM

Started On: 05/19/2017 01:07 PM

Your transaction is complete. Thank you for using TCEQ ePay.

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt and the vouchers for your records. An email receipt has also been sent.

Important: This is a receipt for FEE PAYMENT ONLY. Your STEERS ePermits application is NOT complete. Please return to STEERS ePermits to submit your application to TCEQ.

Transaction Information

Trace Number: 582EA000244759

Date: 01/12/2017 08:11 AM

Payment Method: CC - Authorization 0000331176

Amount: \$225.00

ePay Actor: Joe R Charlton

Actor Email: jcharlton@acitexas.com

IP: 12.169.110.230

Payment Contact Information

Name: Joe R Charlton

Company: American Constructors Inc

Address: 5004 Sendero Spring Drive, Round Rock, TX 78681

Phone: 512-328-2026

Cart Items

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
306788	GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE ELECTRONIC NOI APPLICATON (REF 154949)		\$225.00
Total fees for transaction:		\$225.00	

[Return to STEERS](#)

Note: It may take up to 3 working days for this electronic payment to be processed and be reflected in the TCEQ ePay system. Print this receipt for your records.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Texas Pollutant Discharge Elimination System
Stormwater Construction General Permit

The Notice of Intent (NOI) for the facility listed below was received on January 12, 2017. The intent to discharge stormwater associated with construction activity under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) stormwater construction general permit TXR150000 is acknowledged. Your facility's TPDES construction stormwater permit authorization number is:

TXR150030811

Coverage Effective: January 12, 2017

TCEQ's stormwater construction general permit requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater pollution prevention plan (SWP3) that is tailored to your construction site. As a facility authorized to discharge under the stormwater construction general permit, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

Project/Site Information:

RN109613604
Williamson County Sheriffs Office Training Center
8160 Chandler Road
Hutto, TX 78634
Williamson County

Operator:

CN603360702
American Constructors Holding Company
11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

This permit expires on March 05, 2018, unless otherwise amended. If you have any questions related to processing, you may contact the Stormwater Processing Center by email at swpermit@tceq.texas.gov or by telephone at (512) 239-3700. For technical issues, you may contact the stormwater technical staff by email at swgpp@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the TCEQ web site at http://www2.tceq.texas.gov/wq_dpa/index.cfm. A copy of this document should be kept with your SWP3.

Issued Date: January 12, 2017

FOR THE COMMISSION

A handwritten signature in black ink, appearing to read "R. A. Hylleberg".

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 12, 2017

Dear Applicant:

Re: TPDES General Permit for Construction Stormwater Runoff
Stormwater Notice of Intent Authorization

Your Notice of Intent application for authorization under the general permit for discharge of stormwater associated with construction activities has been received. Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Division Director of the Water Quality Division has issued the enclosed Certificate.

Please refer to the attached certificate for the identification number that was assigned to your project/site and the effective date. Please use this number to reference this project/site for future communications with the Texas Commission on Environmental Quality (TCEQ).

Authorization under the Edwards Aquifer Protection Program is required before construction can begin where the site is located within the Edwards Aquifer Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone. See <http://www.tceq.texas.gov/field/eapp/program.html> for additional information.

A Notice of Termination must be submitted when permit coverage is no longer needed. You may submit the Notice of Termination form electronically as well. **It is the responsibility of the Operator to notify the TCEQ Stormwater Processing center of any change in address supplied on the original Notice of Intent by submitting a Notice of Change.**

For questions related to processing of forms you may contact the Stormwater Processing Center by email at swpermit@tceq.texas.gov or by telephone at (512) 239-3700. If you have any questions regarding coverage under this general permit or other technical issues, you may contact the Stormwater technical staff by email at swgp@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain information on the stormwater web site at www.tceq.texas.gov.

Sincerely,

A handwritten signature in cursive script that reads "David W Galindo".

David W. Galindo, Director

Water Quality Division

Texas Commission on Environmental Quality

Texas Commission on Environmental Quality
Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Williamson County Sheriff's Office Training Center
Does the site have a physical address?	Yes
Physical Address	
Number and Street	8160 Chandler Road
City	Hutto
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.354719
Longitude (W) (-###.#####)	-97.323178
Primary SIC Code	1542
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Williamson County Sheriff's Office Training Center
Does the RE site have a physical address?	Yes
Physical Address	
Number and Street	8160 Chandler Road
City	Hutto
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.354719
Longitude (W) (-###.#####)	-97.323178
What is the primary business of this entity?	Sheriff's Office Training Center

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
--	----------

What is the applicant's Customer Number (CN)?	CN603360702
Type of Customer	Corporation
Full legal name of the applicant:	
Legal Name	American Constructors Holding Company
Texas SOS Filing Number	800942157
Federal Tax ID	742242654
State Franchise Tax ID	17422426548
DUNS Number	
Number of Employees	101-250
Independently Owned and Operated?	Yes
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	American Constructors Holding Company
Prefix	
First	Joseph
Middle	
Last	Charlton
Suffix	
Title	Project Director
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	11900 West Parmer Lane, Suite 200
Routing (such as Mail Code, Dept., or Attn:)	
City	Cedar Park
State	TX
ZIP	78613
Phone (###-###-####)	5123282026
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	sharris@acitexas.com

Application Contact

Person TCEQ should contact for questions
about this application:

Same as another contact?

CN603360702, American Constructors Holding
Company

Organization Name

American Constructors Holding Company

Prefix

First

Joseph

Middle

Last

Charlton

Suffix

Title

Project Director

Enter new address or copy one from list:

CN603360702, American Constructors Holding
Company Responsible Authority

Mailing Address

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if
applicable)

11900 West Parmer Lane, Suite 200

Routing (such as Mail Code, Dept., or Attn:)

City

Cedar Park

State

TX

ZIP

78613

Phone (###-###-####)

5123282026

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

sharris@acitexas.com

CNOI General Characteristics

1) Is the project located on Indian Country
Lands?

No

2) Is your construction activity associated with
a facility that, when completed, would be
associated with the exploration, development,
or production of oil or gas or geothermal
resources?

No

3) What is the Primary Standard Industrial
Classification (SIC) Code that best describes
the construction activity being conducted at the
site?

1542

- 4) If applicable, what is the Secondary SIC Code(s)?
- 5) Is the project site part of a larger common plan of development or sale? No
- 6) What is the total number of acres disturbed? 16.4
- 7) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site? Mustang Creek
- 8) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach? 1244
- 9) Is the discharge into an MS4? No
- 10) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters? No
- 11) Is the discharge or potential discharge within the Recharge Zone, Contributing zone, or Contributing zone within the Transition zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213? No
- 12) I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. Yes
- 13) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes
- 14) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

Certification

I certify that I am authorized under 30 Texas Administrative Code Subchapter 305.44 to sign this document and can provide documentation in proof of such authorization upon request.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly

responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

1. I am Joe R Charlton, the owner of the STEERS account ER016901.
2. I have the authority to sign this data on behalf of the applicant named above.
3. I have personally examined the foregoing and am familiar with its content and the content of any attachments, and based upon my personal knowledge and/or inquiry of any individual responsible for information contained herein, that this information is true, accurate, and complete.
4. I further certify that I have not violated any term in my TCEQ STEERS participation agreement and that I have no reason to believe that the confidentiality or use of my password has been compromised at any time.
5. I understand that use of my password constitutes an electronic signature legally equivalent to my written signature.
6. I also understand that the attestations of fact contained herein pertain to the implementation, oversight and enforcement of a state and/or federal environmental program and must be true and complete to the best of my knowledge.
7. I am aware that criminal penalties may be imposed for statements or omissions that I know or have reason to believe are untrue or misleading.
8. I am knowingly and intentionally signing Construction Notice of Intent.
9. My signature indicates that I am in agreement with the information on this form, and authorize its submittal to the TCEQ.

OPERATOR Signature: Joe R Charlton OPERATOR

Account Number:	ER016901
Signature IP Address:	12.169.110.230
Signature Date:	2017-01-12
Signature Hash:	09122CA5352E256330F59E8CE27412255C8EFCC0A63BAC63F8660DC1CE040E54
Form Hash Code at time of Signature:	590B4FFB11112FA5907025FE88EBA78DC0EC0456EEA1D25C619B1D7AB5AC4D5F

Fee Payment

Transaction by:	The application fee payment transaction was made by ER016901/Joe R Charlton
Paid by:	The application fee was paid by JOE R CHARLTON
Fee Amount:	\$225.00
Paid Date:	The application fee was paid on 2017-01-12
Transaction/Voucher number:	The transaction number is 582EA000244759 and the voucher number is 306788

Submission

Reference Number:	The application reference number is 154949
-------------------	--

Submitted by:

The application was submitted by
ER016901/Joe R Charlton

Submitted Timestamp:

The application was submitted on 2017-01-12
at 08:12:07 CST

Submitted From:

The application was submitted from IP address
12.169.110.230

Confirmation Number:

The confirmation number is 140469

Steers Version:

The STEERS version is 6.07

Additional Information

Application Creator: This account was created by Joe R Charlton

Funds Tracking Log

Commissioners Court - Regular Session**14.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 5

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 5 in the amount of \$22,460.00 for waterline at CR 130.

Background

This change has zero-dollar impact to the GMP of the project.

Adjust water supply piping hook up at CR130 to match conditions found after digging up connection pipe.

Adjustment per new tie in plan required by Jonah Water.

Fiscal Impact

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

AttachmentsPCO5SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:18 AM

Started On: 05/19/2017 01:08 PM

COST ITEMIZATION

5

Williamson County Sheriff's Office Training Center

American Constructors, Inc.

RFI 020

05/11/17

Waterline at 130

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION—Use Separate line for each item

[illegible]

*** Quote backup for sub pricing is attached***

\$22,460.00

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

Digitally signed by David A. Achterberg
DN: c=US, e=dachterberg@pdp-architects.com,
o=Brinkley Sargent Wiginton Architects
CN=David A. Achterberg
Locust Austin, TX
Contact Info: dachterberg@pdp-architects.com
Date: 2017.05.12 08:56:12 -0500

Date _____

James Wilson 5.17.17
Williamson County Date

Williamson County

Date



11900 West Parmer Lane, Suite 200

Cedar Park, TX 78613

RFI

WCSOTC

8160 Chandler Road

Hutto, Texas 78634

ACI Job #: 899

To: **David Achterberg**
Brinkley Sargent Wiginton Architects

RFI #: 020

cc: **Matthew Sutherland**
Halff Associates, Inc.

Date Submitted: 03/14/17

Response Requested By: 03/18/17

Subject: Waterline Connection at CR 130

Drawing: C18

Spec Section:

Schedule Impact: TBD

Request:

Sheet C18 shows an existing 16" waterline running north parallel to CR 130. After digging the connection point up it was found that a 2" waterline at the tie in point. The 16" line stops 86 feet short of the tie-in location. See attached sketch and picture of the condition at the existing fire hydrant location where the 16" line stops.

Please provide revised tie-in plan.

Dustin Wiegers

American Constructors

Response:

Please refer to revised sheet attached to this response.

Refer to attached drawing for pricing.

Answered by **Halff**

03/16/2017

Company

Date

STA. 7+17.63 WATERLINE A
PC, BEGIN CURVE C1
FL 12" = 694.76

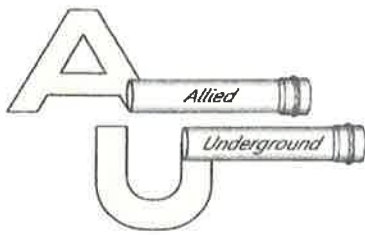
!!! ATTENTION !!!
CONTRACTOR TO MAINTAIN ACCESS
TO SHOOTING RANGE FACILITY
SAFE, ACCESSIBLE & CLEAR OF OBSTACLES

!!! CAUTION !!!
OVERHEAD ELECTRIC
CONTACT ONCOR ELECTRIC 48 HOURS
PRIOR TO CONSTRUCTION

CURVE #	LENGTH	RADIUS
C1	329.04'	8644.5'

GRADE

±453 LF 12" PVC @ 0.7%



ALLIED UNDERGROUND INC.

107 N. Grange Street

P.O. Box 1732

Bertram, Texas 78605

Phone 512.355.9094 Fax 512.355.2992

Change Order Request

American Constructors

4330 S. Mopac Expressway, Suite 160

Austin, Texas 78735

(512) 328-2026 Fax (512) 328-2520

Attn: Dustin Wiegers

Williamson Co. Sheriff's Training Center

8160 Chandler Road

Hutto, Texas 78634

April 12, 2017

Description	Quantity	Unit Price	Ext. Price
Water			
Mobilization	1 ls	\$2,500.00	\$2,500.00
Layout and Staking	1 ls	\$500.00	\$500.00
Locate and expose all existing utilities for new design	1 ls	\$3,000.00	\$3,000.00
16" DR-18 PVC Pipe	80 lf	\$68.00	\$5,440.00
16" x 12" Tapping Sleeve & Valve (Labor & Equipment Only)	-1 ea	\$14,700.00	-\$14,700.00
Remove existing 16" 90 Bend	1 ls	\$1,500.00	\$1,500.00
Connect to existing 16" water line	1 ls	\$10,000.00	\$10,000.00
16" Gate Valve	1 ea	\$5,980.00	\$5,980.00
16" x 16" Tee	1 ea	\$1,200.00	\$1,200.00
16" Sleeve	2 ea	\$550.00	\$1,100.00
16" x 12" LEB Reducer	1 ea	\$410.00	\$410.00
12" 90 Bend	1 ea	\$445.00	\$445.00
16" Mega Lug	10 ea	\$315.00	\$3,150.00
12" Mega Lug	3 ea	\$145.00	\$435.00
Traffic Control	1 ls	\$1,500.00	\$1,500.00
			\$22,460.00

Total Amount

\$22,460.00


Leonard Meredith

4-12-17
Date



Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	\$6,509,639.00	\$285,095.00	\$285,095.00	\$203,500.00	\$502,053.00	\$209,258.00	\$7,994,640.00	\$7,994,640.00
1	22	\$1,200.00	\$0.00	\$0.00	-\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
2	16	\$106,356.00	-\$106,356.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	\$8,330.00	-\$8,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0	\$225.00	\$0.00	\$0.00	-\$225.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0	\$22,460.00	-\$22,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0	\$8,807.11	\$0.00	\$0.00	-\$8,807.11	\$0.00	\$0.00	\$0.00	\$0.00
7	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
8	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
9	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
10	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
11	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
12	0	-\$10,441.00	\$10,441.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	0	-\$12,751.00	\$12,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
15	0	\$4,743.00	\$0.00	\$0.00	-\$4,743.00	\$0.00	\$0.00	\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
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								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Totals	38	\$6,638,568.11	\$171,141.00	\$285,095.00	\$188,524.89	\$502,053.00	\$209,258.00	\$7,994,640.00	\$7,994,640.00

Commissioners Court - Regular Session**15.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 6

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 6 in the amount of \$8,807.11 for Oncor power extension.

Background

This change has zero-dollar impact to the GMP of the project.
Extend Oncor power line from right of way to building location.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPCO6SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:19 AM

Started On: 05/19/2017 01:09 PM

**Oncor Electric Delivery Company LLC,
a Delaware limited liability company**

Bateman, Katelyn;#8880
512-244-5621
katelyn.bateman@oncor.com

Statement of Charges

Date: 3/23/2017

WR #: 3327289

Transaction ID: 4856

American Constructors
Dustin Wiegars
11900 West Parmer Ln Suite 200
Cedar Park, TX 78613

Services provided at:
Chandler Rd
Hutto
Williamson

DESCRIPTION	AMOUNT
Cost to serve WILCO Sheriff's training facility by building new overhead line extension and underground extension to pad mount transformer.	\$8,807.11
Total Amount Due Upon Receipt	\$8,807.11

* Price quoted is valid for sixty (60) days from the date of this document.

* Remit payment per instructions below.

* Please contact your Project Manager if you have any questions.

Project will be scheduled upon:

- 1) CIAC Coordinator's receipt of payment
- 2) Project Manager's receipt of Executed Agreement(s)

EFT / Electronic Funds Transfer

JP Morgan Chase Bank

ABA No. (Wire) 021000021

ABA No. (ACH) 111000614

For Credit To:

Oncor Electric Delivery

Acct #: 08806169791

Please make all check(s) payable to

Oncor Electric Delivery

Remit to:

Lynne Gadd

317 N 2nd St

Killeen TX 76541

*Once EFT has been initiated please forward
confirmation number and transfer date to:*

Deborah.Gadd2@oncor.com

*Please Include the WR # and Transaction ID (as listed above) on all
correspondence including your Check or EFT.*

Failure to do so will cause unnecessary delays with your project.





Williamson County
Sheriff's Office Training
Center

PCO number	Time Extension Days	Cost of Work	CM Contingency	Owner Contingency	Allowance	General Conditions	Construction Phase Fee	GMP	Total updated contract amount
GMP	N/A	\$6,509,639.00	\$285,095.00	\$285,095.00	\$203,500.00	\$502,053.00	\$209,258.00	\$7,994,640.00	\$7,994,640.00
1	22	\$1,200.00	\$0.00	\$0.00	-\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
2	16	\$106,356.00	-\$106,356.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	0	\$8,330.00	-\$8,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0	\$225.00	\$0.00	\$0.00	-\$225.00	\$0.00	\$0.00	\$0.00	\$0.00
5	0	\$22,460.00	-\$22,460.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	0	\$8,807.11	\$0.00	\$0.00	-\$8,807.11	\$0.00	\$0.00	\$0.00	\$0.00
7	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
8	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
9	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
10	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
11	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
12	0	-\$10,441.00	\$10,441.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	0	-\$12,751.00	\$12,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Will be submitted at a later date, Allowance Placeholder							\$0.00	\$0.00
15	0	\$4,743.00	\$0.00	\$0.00	-\$4,743.00	\$0.00	\$0.00	\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
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								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
Totals	38	\$6,638,568.11	\$171,141.00	\$285,095.00	\$188,524.89	\$502,053.00	\$209,258.00	\$7,994,640.00	\$7,994,640.00

Commissioners Court - Regular Session**16.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 12

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 12 in the amount of a \$10,441.00 credit for data route changes.

Background

This change has zero-dollar impact to the GMP of the project.
Change routing of data cables to overhead vs. in ground conduits.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPCO12SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:19 AM

Started On: 05/19/2017 01:10 PM

COST ITEMIZATION

12

Williamson County Sheriff's Office Training Center

American Constructors, Inc.

RFI 011

05/11/17

RFI 011 - Data Route to Building

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

[illegible]

*** Quote backup for sub pricing is attached***

(\$10,441.00)

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

Digitally signed by David A. Aschberg
DN: cn=US E=daschberg@bmc-arch.com
Ordinary Sargent William Aschberg, CN=David A.
Aschberg
Location: Austin, TX
Contact info: daschberg@bmc-arch.com
Date: 2017.09.12 11:50:35-0500

Date _____

Date _____

Williamson County



11900 West Parmer Lane, Suite 200
Cedar Park, TX 78613

RFI

WCSOTC
8160 Chandler Road
Hutto, Texas 78634
ACI Job #: 899

To: **David Achterberg**
Brinkley Sargent Wiginton Architects

RFI #: 11

cc:

Date Submitted: 02/03/17
Response Requested By: 02/10/17

Subject: Data Route to Building

Drawing: T100, E100

Spec Section:

Schedule Impact: TBD

Request:

Sheet T100 note 5 calls out for the 4-4" data conduits to be extended to the right of way. Please confirm it is acceptable to extend these to the nearest overhead power pole shown on Sheet E100.

Dustin Wiegers

American Constructors

Response:

Per feedback from the Owner, the telecom service to the new facility is going to come to the site overhead. No objections to the re-routing of the OSP conduits to the nearest overhead power pole. Coordinate with Owner the final location. Update the as-built documents to reflect this revision.

Thanks,
John Rob Hicks
DataCom Design Group

Answered by

Company

Date



Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

TO: AMERICAN CONSTRUCTORS

APRIL 18, 2017

(512) 328-2026

RE: Sheriff's Office RFI#011-SHORTEN DATA BANK

Attn: DUSTIN WEIGERS

Dear Dustin,

Evergreen Power, LLC. offers the credit below for RFI#011 (shorten data bank):

MATERIAL	4,075.00
LABOR	4,514.00
BURDEN	903.00
TOTAL	9,492.00
10% O & P	949.00
TOTAL CREDIT	10,441.00

Sincerely,

Glen Stephens, President

(409) 877-9166 celll

WILLIAMSON COUNTY SHERIFF'S OFFICE - RFI#011 - CREDIT TO SHORTEN DATA

QUNATITY	ITEM	MAT'L	EXTEND	LABOR	EXTEND
450'	DATA TRENCH			0.12	54
1,800'	4" PVC	132.85/C	2,391.00	.04/FT	72
1800'	INNERDUCT		1,684.00	6/M	10.8
TOTAL			4,075.00		136.8
LABOR RATE					33
					4,514.00
MATERIAL	4,075.00				
LABOR	4,514.00				
BURDEN	903				
TOTAL	9,492.00				
10% O & P	949.00				
TOTAL	10,441.00				

Funds Tracking Log

Commissioners Court - Regular Session**17.****Meeting Date:** 05/30/2017

Sheriff's Office Training Center, P323 - PCO # 13

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Sheriff's Office Training Center Project; Potential Change Order # 13 in the amount of a \$12,751.20 credit for crawl space revisions.

Background

This change has zero-dollar impact to the GMP of the project.

Delete excessive light fixtures and related materials/labor at building crawl space.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPCO13SOTC Funds

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:20 AM

Started On: 05/19/2017 01:11 PM

COST ITEMIZATION

13

Williamson County Sheriff's Office Training Center

American Constructors, Inc.

RFI 010

05/11/17

RFI 010 - Crawl Space Revisions

Funding Source CM Contingency

Extended Calender Days Requested:

ITEMIZED COST BREAKDOWN

DESCRIPTION--Use Separate line for each item

[illegible]

*** Quote backup for sub pricing is attached***

(\$12,751.20)

Note:

The cost proposal as shown above is only inclusive of the cost of the work for this change proposal. If unforeseen conditions are encountered these costs may be revised and re-submitted. The Construction Manager's cost of bonds, insurance, and fee will be included at the rate stipulated in the contract in the final reconciliation and/or owner change order.

This Cost Proposal has no impact on the GMP of \$7,994,640.00.

Digitally signed by David A. Achenberg
DN: cn=US, E=dachienberg@base architects.com
O=Brinkley Sargent Wigston Architects, CN=David
A. Achenberg
Location: Austin, TX
Contact info: dachienberg@base architects.com
Date: 2017.05.12 12:02:41 -0500

Date _____

Date _____

5.17.17



Evergreen Power of Texas

P.O. Box 1639 Lampasas, Texas 76550

512.564.1388 OFC

512.564.1042 FAX

TO: AMERICAN CONSTRUCTORS

MARCH 22, 2017

(512) 328-2026

RE: Sheriff's Office ASI#10

Attn: Dustin Wiegers

Dear Dustin,

Evergreen Power, LLC. is pleased to quote the above referenced ASI#10 as follows:

- 1. Delete (53) J2 fixtures from crawl space**
- 2. Delete associated conduit and wire**
- 3. Delete associated labor**
- 4. Delete associated overhead and profit**

Quote (credit).....\$12,751.20

Sincerely,

Glen Stephens, President

(409) 877-9166 celll

WILLIAMSON COUNTY SHERIFF'S OFFICE - ASI#10

QUANTITY	ITEM	MAT'L	EXTEND	LABOR	EXTEND
53	J2 FIXTURES	152.00/EA	8,056.00	.5/EA	26.5
800'	1/2" EMT	20/C	160	3/C	24
120	1/2" SS CON	26/C	31.2	.03/EA	3.6
100	1/2" SS COUP	26/C	26	.025/EA	2.5
80	1/2" STRAPS	25/C	20	.03/EA	2.4
2,400'	#12 THHN CU	90/M	216	6/M	14.4
TOTAL			8,509.20		73.4
LABOR RATE					35
					2,569.00

MATERIAL	8,509.20
LABOR	2,569.00
BURDEN	513.8

TOTAL	11,592.00
10% O & P	1,159.20

TOTAL CREDIT	12,751.20
--------------	-----------

Funds Tracking Log

Commissioners Court - Regular Session**18.****Meeting Date:** 05/30/2017

North Campus Facility - Change Order 5

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #5 in the amount of \$0 for 24 Ga. Bristol Blue PEMB Color.

Background

This change order is for custom color sheet metal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsNCF-CO5

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 09:32 AM

Started On: 05/25/2017 08:59 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

April 20, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0005

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide 24 Ga. Bristol Blue PEMB Color for the above referenced project.

24 Ga. Bristol Blue PEMB Color

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "Boram", written over a light blue rectangular background.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0005

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
24 Ga. Bristol Blue PEMB Color	\$0.00	\$0.00	\$19,676.00	\$19,676.00
To be Funded by CM Contingency	\$0.00	\$0.00	\$(19,676.00)	\$(19,676.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
--------	--------	--------	--------	--------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$0.00
-------------	--------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$0.00
-------	--------

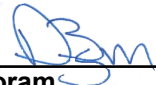
TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 4/20/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By:  _____
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	-	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	-	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,354,137	\$387,095	\$267,706	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927

Commissioners Court - Regular Session**19.****Meeting Date:** 05/30/2017

North Campus Facility - Change Order 6

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #6 in the amount of \$0 for Structural Steel Scope Revisions.

Background

This change order is for anchor bolt revisions due to column base plate changes.

Fiscal Impact

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

AttachmentsNCF-CO6

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 09:32 AM

Started On: 05/25/2017 08:59 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

April 21, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0006

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Structural Steel Scope Revisions for the above referenced project.

Structural Steel Scope Revisions

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", written over a horizontal line.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0006

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Anchor Bolt RFA Comments Rev. Bldg. b, d, g, & h	\$0.00	\$0.00	\$9,196.00	\$9,196.00
Detailing Revisions per ASI-004	\$0.00	\$0.00	\$3,509.00	\$3,509.00
Remodel Bldg. d per New TOS Elevations	\$0.00	\$0.00	\$1,760.00	\$1,760.00
To be funded by CM Contingency	\$0.00	\$0.00	\$(14,465.00)	\$(14,465.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
---------------	--------	--------	--------	--------

Insurance, Tax, Benefits on Labor	\$0.00
--	--------

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------


TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 4/21/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By:  _____
Doug Boram

Date _____

Proposal Valid for 10 Days

GMF Construction of Texas, LLC

529 E Mulberry St.
Angleton, TX 77515
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 01
Date: 2/8/2017
Description: Anchor Bolt RFA comments Rev Bdg B,D,G,H

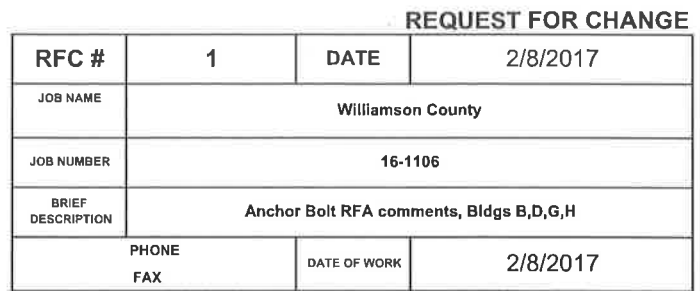
The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$9,196.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,066,657.00
This Request	\$9,196.00
Other Pending Requests	\$0.00
Total Contract Plus Pending RFCs	\$1,075,853.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction



Revisions to anchor bolts, baseplates, elevations and layout per return comments on anchor bolt shop drawings.

TOTAL MATERIAL	\$	-
TOTAL SHOP LABOR	\$	-
TOTAL EQUIPMENT/CONSUMABLES	\$	-
TOTAL FIELD LABOR/SUBCONTRACT	\$	8,360.00
TAX (8.25% on taxable items)	\$	-
MARK-UP (15%)	\$	836.00
TOTAL	\$	9,196.00

Ironhorse Detailing, Inc.

P.O. Box 132
Clay City, Indiana 47841

Phone: (812)939-3300

Change Order Request: #2

Customer: GMF Steel Group

Date: 2-1-2017

Attention: Sean Douget

Project: Williamson County

Reason for Request: Please see attached breakdown for for area H BFA comments.

Change Order:

\$3,080.00

Certified Connection Calculations:

N/A

Sincerely,
Ironhorse Detailing

Additional Work Approval Request						Ironhorse Detailing	
Change Order Back Up						<i>Structural Steel Detailing</i>	
Project	WILLIAMSON COUNTY				Job No.#	16-1106	
Customer	GMF				CO Request#	2	
Attention	Sean Douget				Submitted On	02/01/17	
<i>Source Of Change</i>							
<p>As per RFI responses and BFA comments on area-H anchor bolts.</p>							
<i>General Description of Change</i>							
<p>1. BP-2 Base plate changed to BP-12, which effected 12 columns-Newly Added. 2. As per BFA comments, BP-6 changed to BP-10-Newly Added. 3. As per BFA comments, along grid line-8 BP-2 changed to BP-4 & 6. 4. As per BFA comments, at grid intersection 4 & 1 BP-2 changed to BP-4. 5. At grid intersection A & 6 the column section size revised from 6x6x5/8 to 8x8x5/16 with new base plate added BP- 11 at this location.</p>							
Time of Revision	Hours		Number of Assembly Changed			Number of Sheets Affected	
Modeling	10		Columns	17		Detail Sheets	23
Connections	6		Beams	6		Erection Sheets	5
Detailing	12		Bracing	0		Gather Sheets	0
Erection Views	10		Truss	0			
Checking	18		Beam Frame	0			
Additional Hours			56				
Prepared By	Josh Booe				Accepted By		
					Customer CO#		

Ironhorse Detailing, Inc.

P.O. Box 132
Clay City, Indiana 47841

Phone: (812)939-3300

Change Order Request: #3

Customer: GMF Steel Group

Date: 2-1-2017

Attention: Sean Douget

Project: Williamson County

Reason for Request: Please see attached breakdown for for area B, D, and G revisions.

Change Order:

\$5,280.00

Certified Connection Calculations:

N/A

Sincerely,
Ironhorse Detailing

Additional Work Approval Request						Ironhorse Detailing	
Change Order Back Up						Structural Steel Detailing	
Project	WILLIAMSON COUNTY				Job No.#	16-1106	
Customer	GMF				CO Request#	3	
Attention	Sean Douget				Submitted On	1-Feb-17	
Source Of Change							
As per RFI responses and BFA comments at area-B, D and G anchor bolts.							
General Description of Change							
1. BP-9 Anchor rod changed from 1" dia to 3/4" dia (Area-B) -Newly Added. 2. As per RFI responses the B.O.B.P elevation changed from 99-8 1/2 to 98-10 1/2"(Area-B). 3. In building D & G all the ASP column section sizes are changed from Hss5x5x1/4 to Hss4x4x5/16. 4. In (Area-B) 5 ASP columns are newly added and 8 are deleted. 5. As per RFI response one ASP column is added in Area-G. 6. New base plate added for all the ASP columns in Area-D & G. 7. As per BFA comments 8 Base plate types are changed in Area-G.							
Time of Revision		Hours	Number of Assembly Changed		Number of Sheets Affected		
Modeling	20		Columns	40		Detail Sheets	50
Connections	8		Beams	0		Erection Sheets	8
Detailing	24		Bracing	0		Gather Sheets	0
Erection Views	24		Truss	0			
Checking	20		Beam Frame	0			
Additional Hours			96				
Prepared By	Josh Booe			Accepted By			
				Customer CO#			

GMF Construction of Texas, LLC

529 E Mulberry St.
Angleton, TX 77515
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 02
Date: 2/8/2017
Description: Detailing Revisions per ASI 4

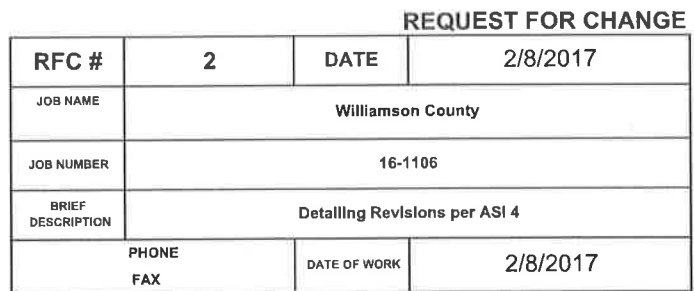
The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,509.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,066,657.00
This Request	\$3,509.00
Other Pending Requests	\$9,196.00
Total Contract Plus Pending RFCs	\$1,079,362.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction



Detailing and Engineering revisions to model per ASI # 4.

TOTAL MATERIAL	\$	-
TOTAL SHOP LABOR	\$	-
TOTAL EQUIPMENT/CONSUMABLES	\$	-
TOTAL FIELD LABOR/SUBCONTRACT	\$	3,190.00
TAX (8.25% on taxable items)	\$	-
MARK-UP (15%)	\$	319.00
TOTAL	\$	3,509.00

Ironhorse Detailing, Inc.

P.O. Box 132
Clay City, Indiana 47841

Phone: (812)939-3300

Change Order Request: #4

Customer: GMF Steel Group

Date: 2-1-2017

Attention: Sean Douget

Project: Williamson County

Reason for Request: Please see attached breakdown for ASI 4.

Change Order:

\$3,190.00

Certified Connection Calculations:

N/A

Sincerely,
Ironhorse Detailing

Additional Work Approval Request				Ironhorse Detailing		
Change Order Back up				Structural Steel Detailing		
Project	WILLIAMSON COUNTY			Job No.#	16-1106	
Customer	GMF			CO Request#	4	
Attention	Sean Douget			Submitted On	02/1/17	
Source Of Change						
Revised BOBP elevation per ASI#04 revisions.						
General Description of Change						
1. Due to change in BOBP elevations, columns, vertical braces and brace beams are affected.						
Time of Revision		Hours	Number of Assembly Changed		Number of Sheets Affected	
Modeling	6		Columns	28	Detail Sheets	52
Connections	8		Beams	6	Erection Sheets	4
Detailing	24		Bracing	18	Gather Sheets	0
Erection Views	5		Truss	0		
Checking	15		Beam Frame	0		
Additional Hours			58			
Prepared By	Josh Booe			Accepted By		
				Customer CO#		

GMF Construction of Texas, LLC

529 E Mulberry St.
Angleton, TX 77515
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 03
Date: 2/10/2017
Description: Remodel Building D per new TOS Elevations
Remodel and detail Building D due to revised top of steel elevations noted
on the returned shop drawing comments.

The above work is subject to the same conditions as specified in the
original contract unless otherwise stipulated.

Upon approval the sum of \$1,760.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,066,657.00
This Request	\$1,760.00
Other Pending Requests	\$12,705.00
Total Contract Plus Pending RFCs	\$1,081,122.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction

Ironhorse Detailing, Inc.

P.O. Box 132
Clay City, Indiana 47841

Phone: (812)939-3300

Change Order Request: #5

Customer: GMF Steel Group

Date: 2-10-2017

Attention: Sean Douget

Project: Williamson County

Reason for Request: The below cost represents the time it will take to re-model area D steel based on the BFA elevation changes.

Change Order:

\$1,600.00

Certified Connection Calculations:

N/A

Sincerely,
Ironhorse Detailing

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	-	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	-	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6	OCO	0	-	\$14,465	(\$14,465)	\$0	\$0	\$0	\$0	\$21,530,927
7		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,368,602	\$372,630	\$267,706	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927

Commissioners Court - Regular Session**20.****Meeting Date:** 05/30/2017

North Campus Facility - Change Order 7

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #7 in the amount of \$0 for Acoustical Fiberglass Wall Panels.

Background

This change order is for added acoustical wall panels.

Fiscal Impact

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

AttachmentsNCF-CO7

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 09:32 AM

Started On: 05/25/2017 09:00 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

April 25, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0007

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Added Wall Panels per Reviewed 098114 Acoustical Fiberglass Wall Panel Submittal for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", written over a faint rectangular stamp.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0007

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Added Wall Panels per Reviewed 098114 Submittal	\$0.00	\$0.00	\$2,237.00	\$2,237.00
To be Funded by Owners Contingency	\$0.00	\$0.00	\$(2,237.00)	\$(2,237.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
---------------	--------	--------	--------	--------

Insurance, Tax, Benefits on Labor	\$0.00
-----------------------------------	--------

Overhead	\$0.00
----------	--------

Fee on Subs	\$0.00
-------------	--------

Fee on JTV	\$0.00
------------	--------

Bond	\$0.00
------	--------

Remodel Tax	\$0.00
-------------	--------

TOTAL	\$0.00
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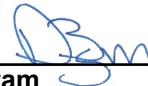
TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 4/25/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By:  _____
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	-	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	-	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	-	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6	OCO	0	-	\$14,465	(\$14,465)	\$0	\$0	\$0	\$0	\$21,530,927
7	OCO	0	-	\$2,237	\$0	(\$2,237)	\$0	\$0	\$0	\$21,530,927
8		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
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21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,370,839	\$372,630	\$265,469	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927

Standard Drywall, Inc.

3900 Drossett drice, Suite C Austin, Texas 78744

Change Order Proposal

TO: Doug Boram
Vaughn Construction
3920 North IH 35
Austin, Texas 78751
PHONE: 512-663-7461
FAX: -

DATE: April 21, 2017
JOB NAME: North Campus facilities
JOB NUMBER: TX6262 -2

Description: Additional acoustical wall panels in Bldg. D from Submittal review process.

<u>DETAILS OF WORK</u>		<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
<u>Materials</u>				
AWP		1	\$ 1,005.80	\$ 1,005.80
Flatmetal		1	\$ 74.58	\$ 74.58
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Material Subtotal	\$ 1,080.38
<u>Labor</u>				
see attached		1	\$ 826.37	\$ 826.37
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Labor Subtotal	\$ 826.37
			Subtotal	\$ 1,906.75
			OH&P 15%	\$ 286.01
			Bond 2%	\$ 43.86
			TOTAL AMOUNT OF CHANGE:	\$ 2,237
			ADDITIONAL DAYS REQUESTED:	

QUALIFICATIONS:

The above unit pricing includes all required Framing, Drywall, Hollow Core Doors, and Door Hardware.

ACCEPTED BY:

SUBMITTED BY:

Doug Boram

Date

Trent Patteson

Trent Patteson

April 21, 2017

Date
Revised: 9/17/2004

Job Cost Summary

Williamson County N Camp Facility

Additional AWP from submittal review

Bid No. 18

Selected Sections: 09110 Interior Metal Framing, 09840 Acoustical Wall Treatment

Selected Typical Areas:

Selected Areas: (unassigned), D, F, E, B, A, G, H (LEVEL 1, LEVEL 2, ROOF)

Estimator:

Job Status:

Job Class:

Bid Date/Time: **8/23/2016 2:00:00 PM**

Wage Type: **Union**

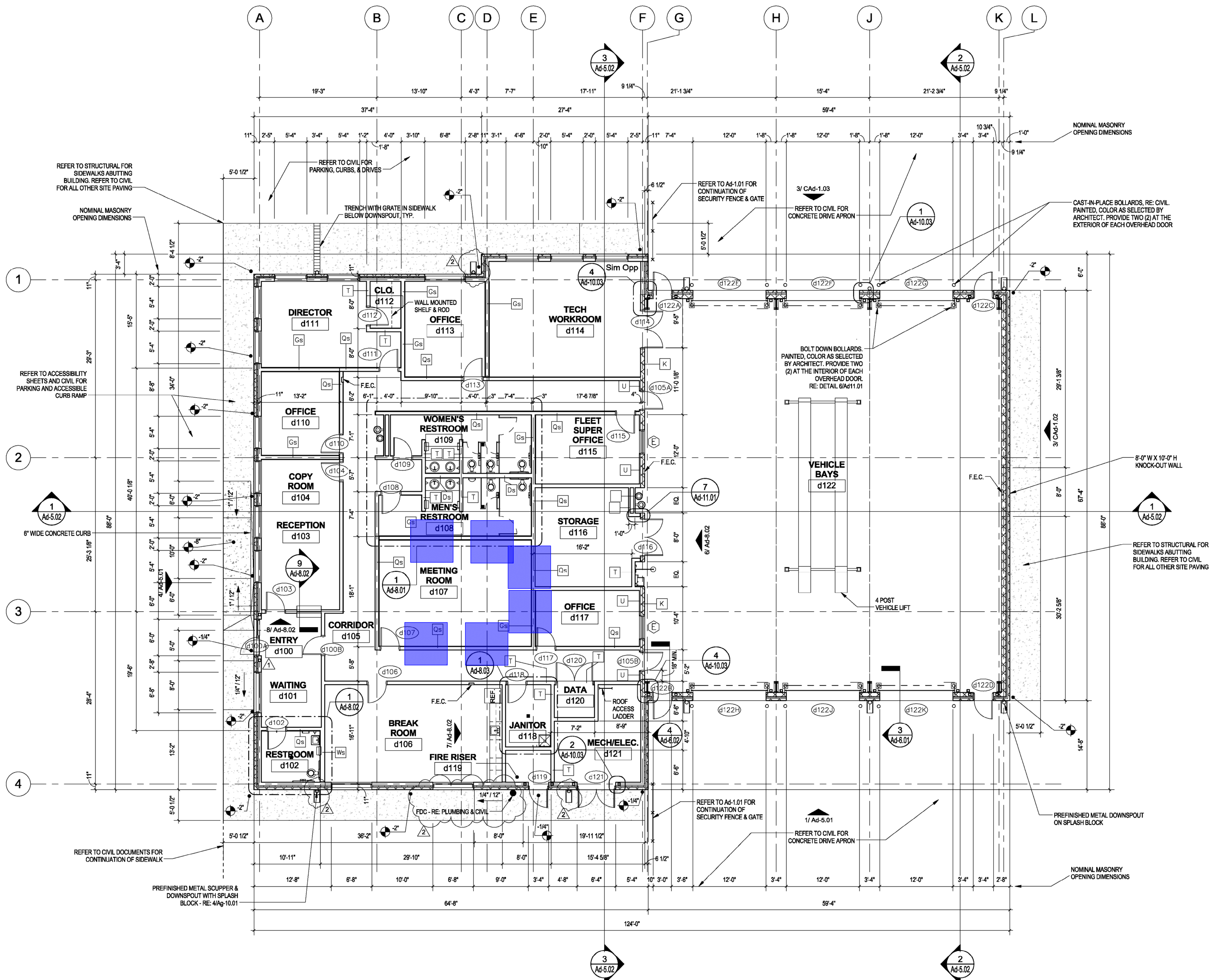
Plans Date: **8/15/2016**

Job Site: WILCO N Campus Facility, 3189 S.E. Inner Loop, Georgetown, Texas 78626

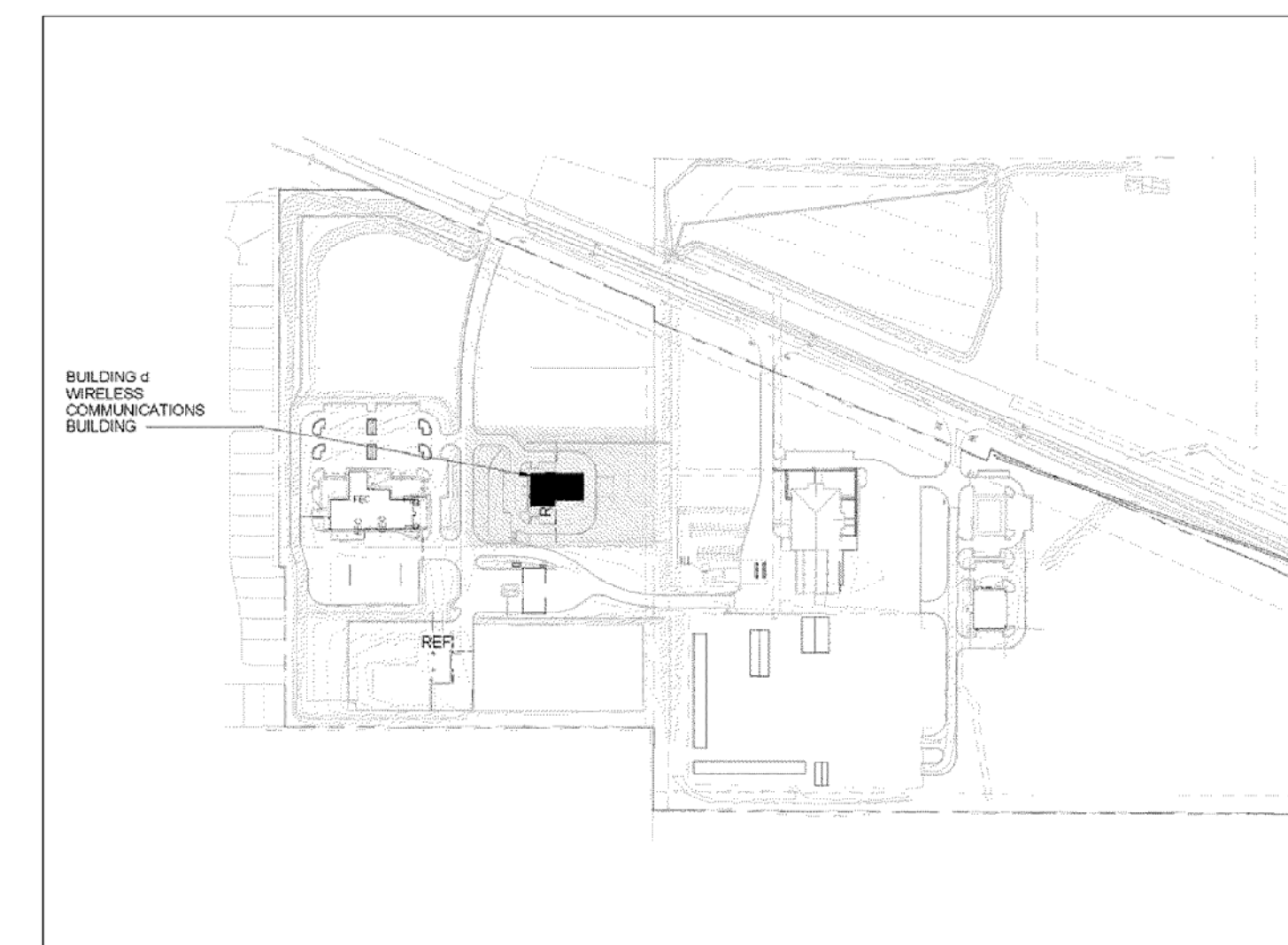
Material Cost Code	Description	Quantity	Unit Cost	Amount			
601	Framing	132.00 LF	0.57	74.58			
609	Architectural finish	168.00 SF	5.99	1,005.80			
Material Totals				1,080.38			
Labor Cost Code	Description	Quantity	Unit Cost	Amount	Crew Hours	Man Hours	Prod/ Hour
150	layout	168.00 SF	0.75	126.00	3.00	3.00	56.00
164	Backing	132.00 LF	1.90	250.80	6.60	6.60	20.00
229	ACT wall panels	168.00 SF	1.96	329.50	8.67	8.67	19.38
501	Supervision			50.65	1.21	1.21	0.00
507	Cleanup			48.60	1.28	1.28	0.00
508	Stocking			20.83	0.55	0.55	0.00
Labor Totals				826.37	21.30	21.30	
Grand Total				1,906.75			

FLOOR PLAN GENERAL NOTES

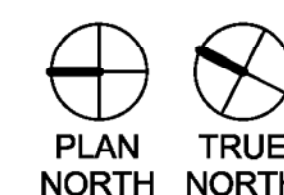
- ALL INTERIOR PARTITIONS ARE DIMENSIONED TO THE FACE OF STUD UNLESS OTHERWISE NOTED.
- REFER TO SHEET G1.01 FOR PARTITION TYPES.
- INSTALL VERTICAL WALL CONTROL JOINTS IN ALL GYP. BD. PARTITIONS THAT EXCEED 30'-0" IN LENGTH.
- AT GYP. BD. PARTITIONS, DOOR FRAMES SHALL BE HELD 4 INCHES FROM BACKEND OF FRAME TO ADJACENT WALLS AT HINGE JAMB UNLESS NOTED OTHERWISE.
- EXTEND FURRING 8" ABOVE CEILING BRACE STUDS TO COLUMN OR WALL AT TOP AND AT MID-SPAN WHERE SPAN EXCEEDS 12'-0". WHEN FURRING FORMS A PART OF A FIRE RATED ASSEMBLY, EXTEND FURRING TO STRUCTURE AND FINISH THE SAME AS THE DESIGNATED ASSEMBLY.
- SLOPE FLOORS TO FLOOR DRAINING 1/4" PER FOOT FOR A 3'-0" RADIUS UNLESS NOTED OTHERWISE.
- DIMENSIONS NOTED "VERIFY" SHALL BE CONFIRMED IN THE FIELD. REPORT VARIATIONS TO THE ARCHITECT FOR RESOLUTION BEFORE PROCEEDING WITH WORK AFFECTED.
- DIMENSIONS NOTED "CLEAR" ARE MEASURED FROM THE FACE OF FINISH MATERIAL TO THE FACE OF FINISH MATERIAL.
- ALIGN DIFFERENT WALL TYPES SO THAT CONTINUOUS FACES OF WALLS ARE FLUSH.
- ELECT. PANELS, FIRE EXTINGUISHERS AND OTHER ITEMS IN WALLS SHALL BE BACKED WITH DRYWALL TO MAINTAIN REQUIRED RATINGS.
- REFER TO ACCESSIBILITY INFORMATION SHEETS FOR INFORMATION RELATED TO ACCESSIBILITY, INCLUDING CLEARANCES, MOUNTING HEIGHTS AND OTHER REQUIREMENTS. REFER TO APPLICABLE ACCESSIBILITY STANDARDS FOR ADDITIONAL ACCESSIBILITY INFORMATION NOT SHOWN ON THE ACCESSIBILITY INFORMATION SHEETS.
- ROOM NAMES AND NUMBERS SHOWN ARE FOR PURPOSES OF COORDINATION DURING CONSTRUCTION AND DO NOT NECESSARILY REPRESENT FINAL ROOM NAMES OR NUMBERS.
- FINISH FLOOR ELEVATIONS OR DIMENSIONS ARE TO THE TOP OF CONCRETE SLAB UNLESS OTHERWISE NOTED.
- REFER TO FINISH PLANS FOR FINISH FLOORING PATTERNS AND EXTENT OF SPECIAL WALL FINISHES.
- GENERAL CONTRACTOR IS TO COORDINATE AND INSTALL ALL OWNER-PROVIDED ITEMS.
- PROVIDE TRANSITION STRIPS AT DISSIMILAR FLOORING MATERIAL JOINTS.
- ALL FURNITURE, FIXTURES AND EQUIPMENT SHOWN ARE FOR COORDINATION PURPOSES ONLY.
- KEYNOTES AND LEGENDS ARE TYPICAL FOR ALL FLOOR PLAN SHEETS, AND MAY NOT APPLY TO EACH SHEET.
- SEE ENLARGED FLOOR PLANS AND DETAILS FOR SPECIFIC LOCATIONS OF TOILET ROOM PLUMBING FIXTURES.
- REFER TO CIVIL DRAWINGS FOR SITE WORK.
- REFERENCE STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING FOR ITEMS NOT SHOWN. COORDINATE AS REQUIRED INCLUDING NECESSARY FRAMING, BLOCKING, ETC.
- FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OF ANY CABINETRY, FRAMES, STRUCTURAL ITEMS, ETC.
- COORDINATE CLEAR OPENINGS AND DIMENSIONS AS REQUIRED AT EQUIPMENT TO ACCOMMODATE INDIVIDUAL MANUFACTURER'S REQUIREMENTS. NOTIFY ARCHITECT AND SUBMIT PROPOSED REVISIONS PRIOR TO ANY MODIFICATIONS.
- ALL DOORS IN FIRE RATED WALLS SHALL BE RATED. SEE DOOR SCHEDULE FOR SPECIFIC RATING REQUIREMENTS.
- REFERENCE ROOF PLAN FOR LOCATIONS OF ROOF HATCHES AND EXTERIOR LADDERS.
- PROVIDE AND INSTALL HORIZONTAL LOUVER BLINDS AT ALL INTERIOR AND EXTERIOR WINDOWS. COLOR TO BE SELECTED BY ARCHITECT.
- ALL PARTITIONS ARE TYPE "S1" UNLESS NOTED OTHERWISE.
- PROVIDE AND INSTALL DEFIBRILLATOR AS SPECIFIED. INSTALL LOCATION TO BE DETERMINED BY OWNER.
- EXACT INSTALL LOCATION OF 4-POST LIFT TO BE DETERMINED BY OWNER.
- REFER TO ELEVATIONS FOR WINDOW DESIGNATIONS.
- INSTALL MASONRY CONTROL JOINTS AT ALL INSIDE MASONRY CORNERS. REFER TO BUILDING ELEVATIONS FOR ADDITIONAL LOCATIONS.



1 - 4'x7' panels - 168 SF



1 FLOOR PLAN
1/8" = 1'-0"



KEY PLAN

**RETURN SUBMITTAL
COVER SHEET**



Date: 4/13/2017

Transmitted To:
Trent Patteson
3900 Drossett Drive, Suite C
Austin TX 78744
Phone: (512) 651-5096
Fax: (512) 651-5133

Re: North Campus Facilities

Job No: 233901

From:
VAUGHN CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX 78626

T: (512) 663-7461

F: (512) 681-9752

TRANSMITTING:

(One) 1 Copies of submittals as detailed below

SUBMITTAL NO(S):

98114-1-0

SUBMITTAL DESCRIPTION(S):

ACOUST. FIBERGLASS WALL PANELS - Product Data

ACTIONS TAKEN

Approved As Noted

* All material safety data sheets for any product, consumables or otherwise, must be given to Vaughn's superintendent prior to use on or arrival at the jobsite.

** Submittal approval shall not relieve subcontractor or supplier from responsibility for errors or deviation from the contract documents.

This submittal has been reviewed only as to general design and requirements of the contract documents of this project. SubContractor/Vendor to verify dimensions, quantities and field conditions for proper and complete installation of this work.

By:

Camille Carpenter

A handwritten signature in blue ink, appearing to be "CC" or a stylized version of the name Camille Carpenter.

CC:

Doug Boram - JTV
Stuart Baker - JTV
Thomas Morrill - JTV



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

SUBMITTAL REVIEW SHEET

PROJECT NAME Williamson County North Campus Facility
PROJECT NUMBER 21504.00

SUBMITTAL NUMBER 09 81 14 -1- 0 | 0
Spec Section No. Times revised

SUBMITTAL DESCRIPTION Acoustical Fiberglass Wall Panels - Samples

Architect's review is for general conformance with the design concept and Construction Documents. Markings or comments shall not be construed as relieving the Contractor from responsibility for compliance with the project plans and specifications, or for departures therefrom.

The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for means and methods of construction, and for performing the Work in a safe manner.

Architects Review

☐ No Exceptions Taken

☒ Note Markings

☐ Rejected

☒ Comments Attached

Response Required by Contractor

☐ Confirmation Letter

☐ Resubmit

☐ Submit Requested Product Data and Samples

DATE 01/25/17 BY Brody Harris

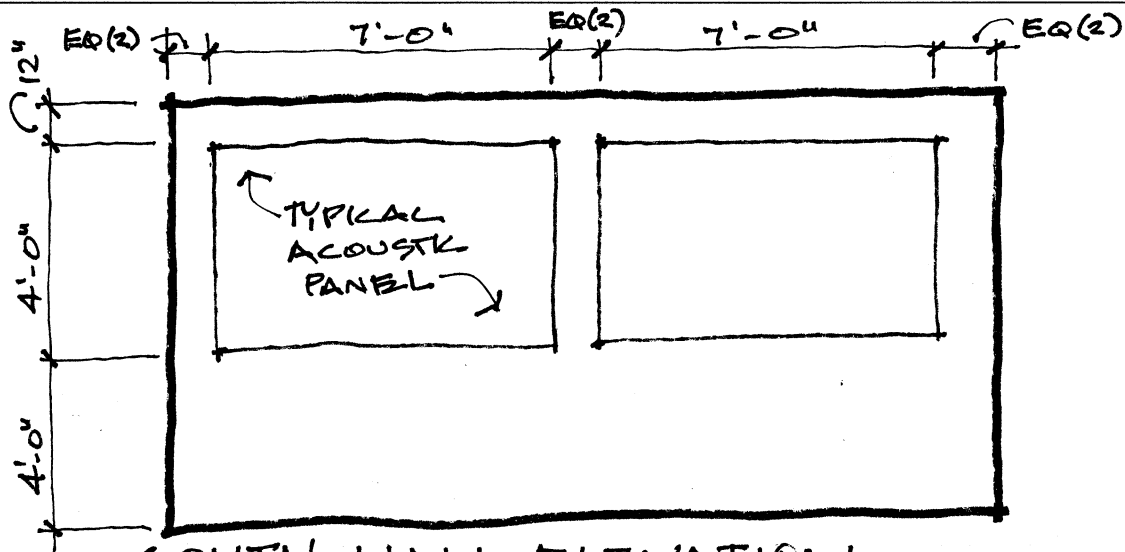
COMMENTS

Refer to attached Fuse SK-1 for wall panels to be added in building d

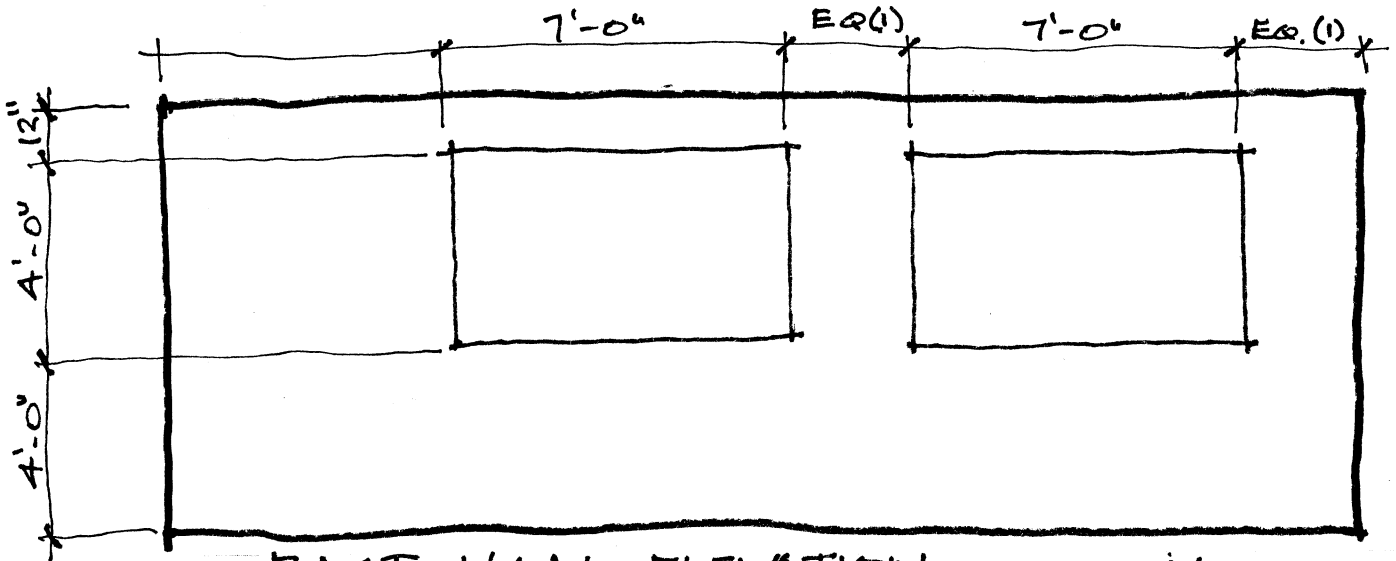
Change 1"thick to 2" thick panels in Training room as noted in Bai review.

Refer to finish plans, schedules, and elevations for locations and sizes of panels.

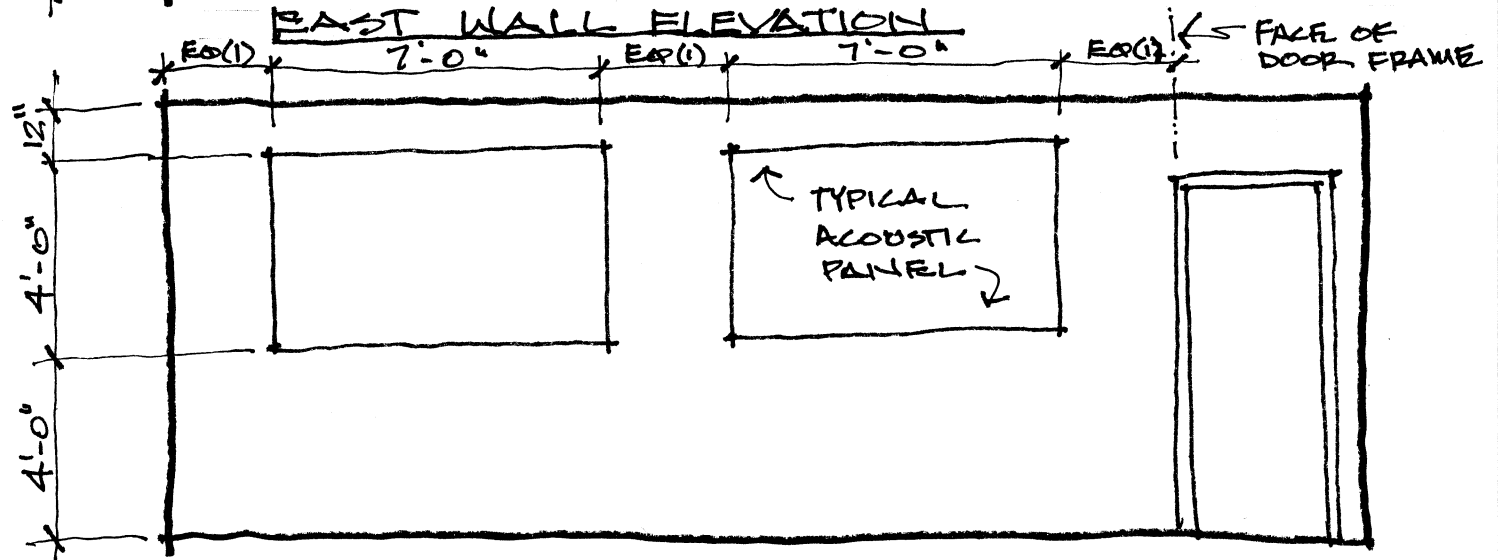
Finishes will be provided with sample review once all interior finishes are reviewed,
coordinated and approved by owner.



SOUTH WALL ELEVATION



EAST WALL ELEVATION



WEST WALL ELEVATION



FUSE ARCHITECTURE STUDIO

702 SAN ANTONIO ST
AUSTIN, TX 78701
512-992-1520

WWW.FUSE-ARCH.COM

TITLE: ACOUSTICAL FIBERGLASS WALL PANELS -
MEETING ROOM d107 SUBMITTAL NO. 98114-1-0

REFERENCE DRAWING: Ad-2.01

NORTH CAMPUS FACILITY - WILLIAMSON CO.
2910, 3151 & 3189 S.E. INNER LOOP

SCALE: 1/4" = 1'-0"

PROJ NO: 21504.00

DATE: 01-23-2017

SHEET NO:

SK-1 of 1

SUBMITTAL COVER SHEET



Date: 1/19/2017

Owner: Williamson County, Texas

VCC#: 233901

Re: North Campus Facilities
3171 SE Inner Loop
Georgetown, TX 78626

Transmitted To:

Brody Harris
2204 Forbes Dr., Suite 101
Georgetown, TX 78754
Phone: (512) 977-0390
Fax:

From:

VAUGHN CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX 78626

T: (512) 663-7461

F: (512) 681-9752

Vaughn Construction has reviewed this Submittal only as to general design and requirements of the Contract documents of this project. SubContractor/Vendor to verify dimensions, quantities and field conditions for proper and complete installation of this work. Approval shall not relieve subcontractor or vendor from responsibility for errors or deviation from the contract documents.

TRANSMITTING:

(One) 1 Copies of submittals as detailed below

AS SUBMITTED BY:

Standard Drywall, Inc.

SUBMITTAL NO(S):

98114-1-0

SUBMITTAL DESCRIPTION:

ACOUST. FIBERGLASS WALL PANELS - Product Data

CC:

Dwayne Gossett
File

Vaughn Construction has reviewed the subcontractor's certifications contained on the submittal cover sheet for the work included within the scope of the submittal, and based upon our review of such, does not dispute such certifications.

PLEASE RETURN 1 COPIES WITH COMMENTS TO VAUGHN CONSTRUCTION

A/E COMMENTS:

A/E STAMP:

BAi: USE 2" THICK PANELS IN
TRAINING ROOM (H107). 1"
THICK PANELS ACCEPTABLE IN
ALL OTHER SPACES.

By: _____

SHOP DRAWING / SUBMITTAL REVIEW

☐ APPROVED ☒ APPROVED WITH CHANGES NOTED
☐ REVISE AND RESUBMIT ☐ REJECTED

SUBMITTAL WAS REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING DIMENSIONS AT JOBSITE FOR TOLERANCE, CLEARANCE, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION, AS WELL AS FOR COORDINATION OF HIS WORK WITH OTHER TRADES AND FOR COMPLETION OF HIS WORK IN A SAFE MANNER AND IN FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

BY: Dan Hemme DATE: 25 Jan 2017

BAi, LLC
AUSTIN, TX

**In every company we often work in such a rush
that we forget a seemingly small,
but most important matter.**

AVL SYSTEMS, INC.

wishes to sincerely

THANK YOU

**for the opportunity to do business
for you, our**

VALUED CUSTOMER.

SUBMITTAL PRESENTATION INDEX

AVL SYSTEMS, INC. SWEETS BROCHURE.....

ACOUSTECH PANEL SERIES..... 1.1

FIELD MEASUREMENTS & CUT-OUTS..... 5.1

MAINTENANCE & CLEANING..... 6.2

STAIN REMOVAL CHART..... 6.3

WHITE AND LIGHT NOTIFICATION..... 8.1

FABRIC FINISHES..... F.1



AVL Systems Product Guide

AcousTech™ Wall & Ceiling Panel Systems

APPLICATION

AVL Systems AcousTech™ Wall & Ceiling Panels feature beauty, durability, high-performance and exceptional value where decorative acoustical products are desired. These products are designed for both wall and ceiling applications.

CONSTRUCTION

The core construction is a dimensionally stable 6-7 PCF glass fiberboard laminated with a 1/8" molded high-density glass fiber sheet. Edges are reinforced and protected by hardening to a minimum of 1/8" and hardness level of .42 Barcol. The acoustically transparent finishes that are available completely cover the face and exposed edges.

SIZE AVAILABILITY

Standard available thicknesses are listed below. Maximum recommended sizes are 48" 'x 120". Panels larger than this are susceptible to damage during handling and installation. Consult AVL Systems for larger size availability for specific applications.

EDGE DETAIL

Standard shapes include: square, radius, and bevel. Custom profiles are available as an option.

FINISH

AVL Systems AcousTech™ Walls & Ceilings come factory-finished from a wide assortment of standard finishes. Custom finishes and colors are also offered to precisely match any interior design palette.

MOUNTING

Standard mountings are factory installed and totally concealed. Specifier may choose z-clip mechanical fasteners, magnetic, adhesive, or lay-in for ceiling applications.

ACOUSTICAL PERFORMANCE

AVL Systems AcousTech™ Walls & Ceilings provide excellent acoustical performance for new construction and renovation such as auditoriums, conference areas, libraries, schools, offices, public buildings, or any area where acoustics, aesthetics, and value are a consideration.

AcousTech Product	Thickness	NRC
ATP 1.0	1" (25.0 mm)	0.90
ATP 1.1 High Impact	1-1/8" (26.5 mm)	0.95
ATP 1.5	1-1/2" (37.5 mm)	1.05
ATP 1.6 High Impact	1-5/8" (39.0 mm)	1.05
ATP 2.0	2" (50.0 mm)	1.10
ATP 2.1 High Impact	2-1/8" (51.5 mm)	1.10
ATP 3.0	3" (75.0 mm)	1.10
ATP 4.0	4" (100.0 mm)	1.15

USE ATP 2.0 IN TRAINING ROOM

Noise reduction coefficients (N.R.C.) were derived from tests conducted according to ASTM C 423 by NVLAP accredited laboratories.

FIRE PERFORMANCE

Assembled, composite panels have been tested according to ASTM E 84* and have a Class I/A rating.

LEED RATING INFORMATION

As a Member of the U.S. Green Building Council, AVL Systems is an active participant in the leadership and support of LEED initiatives. Through this affiliation, AVL continues a 25 year commitment to our employees, customers and friends, and the environment, for a sustainable and environmentally friendly workplace, "green" products and public environmental stewardship. LEED Certification and the awarding of credits are based on the overall project design. AVL Systems Products contribute to the categories listed below. Other LEED categories may apply or benefit depending on products and project requirements.

Schools EQ Prerequisite 3 & Credit 9: Minimum Acoustical Performance Required

Product Name	Reverberation Times	Background Noise Level	STC Ratings Between Spaces	STC Ratings Of Windows	Points Available
1 AcousTech™ Wall & Ceiling Panels	1 Point	1-2 Points	1 Point	Contribute	1-4
2 AcousTech™ High Impact Panels	1 Point	1-2 Points	1 Point	Contribute	1-4

MR 4.1 & 4.2 Recycled Content (% by weight): 1 – 2 Points

Product Name	Post Consumer Recycled Content (%)	Pre Consumer Recycled Content (%)	Material Cost (\$)	Recycled Content Information Source
1 AcousTech™ Wall & Ceiling Panels	43	36		AVL Systems, Inc
2 AcousTech™ High Impact Panels	43	36		AVL Systems, Inc

MR 5.1 & 5.2 Regional Materials: 1 – 2 Points

Product Name	Origin from Ocala, FL 34474 to Site (miles)	Material Cost (\$)	Harvest/Manufacturer Location Information Source
1 AcousTech™ Wall & Ceiling Panels			Ocala, FL / AVL Systems, Inc.
2 AcousTech™ High Impact Panels			Ocala, FL / AVL Systems, Inc.

IEQ 4.1 & 4.2 Low VOC Materials, Adhesives, Paints & Sealants

Product Name	Total VOC's Meet GREENGUARD Indoor Air Quality	Total VOC's Meet GREENGUARD Children & Schools	Paint/Coatings	Information Source
AcousTech™ Wall & Ceiling Panels	YES, ≤0.22 mg/m³	YES, ≤0.22 mg/m³	< 50grams/liter	Saint-Gobain AVL Systems, Inc.

Innovation in Design (ID): 1 – 4 Points

Product Name	
1 AcousTech™ Wall & Ceiling Panels	Credit can be achieved through any combination of the Innovation in Design and Exemplary Performance.
2 AcousTech™ High Impact Panels	Credit can be achieved through any combination of the Innovation in Design and Exemplary Performance.

VOC & FORMALDEHYDE EMISSIONS

AVL Systems AcousTech™ Wall & Ceiling Panels meet California Department of Health Services Standard Practice for the testing of VOC Emissions, GREENGUARD Indoor Air Quality standards, and GREENGUARD Children & School requirements

ANTI-MOLD, MILDEW & BACTERIA

AVL Systems AcousTech™ Wall & Ceiling Panels are constructed of non-organic materials and do not support mold, mildew or bacteria.

1-YEAR WARRANTY

AVL Systems AcousTech™ Wall & Ceiling Panels have a standard 1-year Limited Warranty. The panels are warranted to be free from defects in material and workmanship for a period of one year from the date of purchase.

See product warranty for full details and limitations.

* The ASTM E 84 standard should be used to measure and describe the properties of materials, products or assemblies in response to heat and flame under controlled laboratory conditions and should not be used to describe or appraise the fire hazard or fire risk of materials, products or assemblies under actual fire conditions. However, results of this test may be used as elements of a fire risk assessment, which takes into account all of the factors, which are pertinent to an assessment of the fire hazard of a particular end use. Values are reported to the nearest 5 rating.

AcousTech™ High Performance Acoustical Wall & Ceiling Panels



AVL AcousTech™ Sound Absorption Products are extremely effective wall and ceiling panel treatments for the control of excessive reverberation and echoes that interfere with the intended use of interior spaces. AVL Systems' custom manufactured AcousTech™ panel cores are designed to provide the highest levels of sound absorption, product strength and rigidity, indoor air health quality, and purchase value.

AVL Systems' GreenSafe™ Technologies

AcousTech™ Products are manufactured from naturally occurring and/ or recycled materials using rapidly-renewable raw materials and bio-based technology. The recycle content of AVL products are inert, non-combustible, do not support mold or mildew, and are dimensionally stable with hard, framed edges. Eligibility for LEED Credits is available with this product.

AVL Systems' products and technologies are aligned with the highest social consciousness and environmental standards for green, earth friendly, sustainable practices.

Features

- Highest Sound Absorption Efficiency & Performance
- Durable and Resistant to Damage
- Wide Selection of Standard Colors, Textures & Finishes
- Custom-Printed Digital Imaging Available
- Easy to Install with Fully-Concealed Mounting Hardware Included
- Edge Profile Options Include Square, Bevel, Radius, Miter
- Standard and Custom Sizes
- Fire Performance Class 1/A, UL 723 and ASTM E-84
- Indoor Air Quality (IAQ) and Low VOC Meets GREENGUARD Children & Schools Certification and California Title 24
- LEED Credit Eligibility With Installation of These Products



79% Total Recycled Content
43% post-consumer recycled,
balance (36%) pre-consumer recycled



Applications

Suitable for walls and ceilings in new construction and renovation of interior spaces. Applications include auditoriums, worship space and sanctuaries, convention centers, schools, music and performance spaces, cinemas, home theaters, offices, public buildings, or any area where acoustics, aesthetics and value are a consideration.



AVL Systems, Inc.

5540 SW 6th Place • Ocala, FL 34474 • www.AVLonline.com

Toll Free: 1-800-228-7842 • Fax: 352-854-1278 • Email: info@AVLonline.com

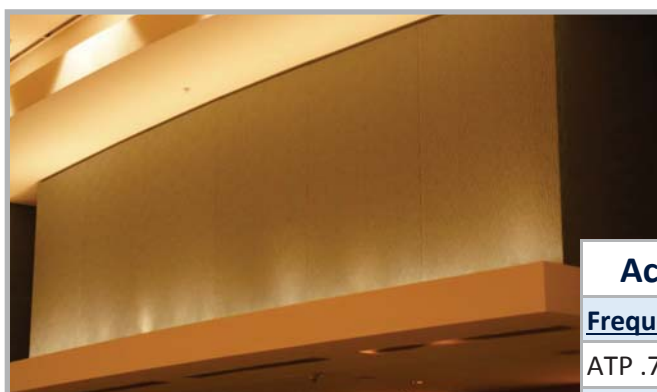
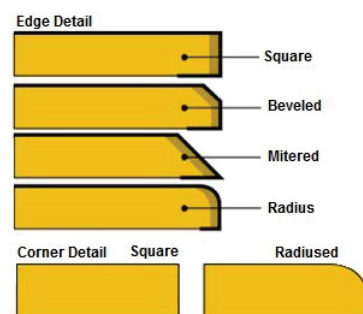
AcousTech™ High Performance Acoustical Wall & Ceiling Panels

AcousTech™ Wall & Ceiling Panels are a decorative, high-performance, sound absorption product for interior spaces. At its substrate that is manufactured from and/or recycled materials using rapidly-renewable raw materials and bio-based technology. It will not support mold or mildew, is inert, non-combustible, dimensionally stable with solid edges that will not warp or separate. Panels may be installed individually as an accent of color and shape, or together as a grouping. Standard or client-specified facings are factory applied to the face, sides and back-returned to provide a finished product with fully-tailored edges and corners. AcousTech™ panels are manufactured to any size specified and come with totally concealed mounting hardware. If changes should occur during installation, alterations are easily performed in the field by the installer.

2" IN TRAINING ROOM

Technical Features & Information

- Lightweight Systems for Ceiling & Wall Installations
- Decorative Fabric Facings or Designer Selection/ C.O.M.
- Core: 6-7 lb./cu. ft. fiberglass
- Thickness: ¾", 1", 1-½", 2", 3", 4"
- Sizes: Any Size Up To 48" x 120"
- Special Sizes: Available Upon Request
- Edge Profile: Square, Bevel, Radius, Miter
- Fasteners: Z-Clip, Impaling, Velcro, Magnet
- Dimensional Tolerances: +/- 1/16" (.0625")
- Fire Performance: Class 1/A, UL 723 / ASTM E-84
- Indoor Air Quality (IAQ) and Low VOC Meets GREEN-GUARD Children & Schools Certification and California Title 24
- LEED Credit Eligibility with Installation of these Products



Interactive Product Performance

USE ATP 2.0 IN TRAINING ROOM
The AcousTech™ family of interactive

performance products is designed to provide the acoustical engineer and specifier with a complete "toolbox" of technically compatible products for any application. These engineered products can be used individually or as an interactive system, working together to optimally enhance the interior design, functionality and acoustics of the architectural space. AVL Systems, Inc. is pleased to offer a full range of standard and custom architectural acoustical products for virtually every application and technical requirement.

Acoustical Performance - Absorption Coefficients

Frequency (Hz)	125	250	500	1K	2K	4K	NRC
ATP .75 ¾" Panel	0.08	0.26	0.71	0.98	1.01	1.03	0.75
ATP 1.0 1" Panel	0.07	0.45	0.95	1.07	1.07	1.18	0.9
ATP 1.5 1½" Panel	0.29	0.73	1.13	1.16	1.1	1.18	1.05
ATP 2.0 2" Panel	0.38	0.96	1.16	1.16	1.11	1.28	1.1
ATP 3.0 3" Panel	0.49	1.12	1.23	1.07	1.01	1.05	1.1
ATP 4.0 4" Panel	0.67	1.16	1.37	1.21	1.19	1.22	1.15

Warranty

AVL Systems' *Limited Warranty* extends for ONE FULL YEAR from the original date of shipment. AVL Systems' literature, presentations and published data are correct to the best of our knowledge at time of publication. AVL Systems, Inc. reserves the right to change or amend any of the products or the information presented or published without liability or notice.



AVL Systems, Inc.

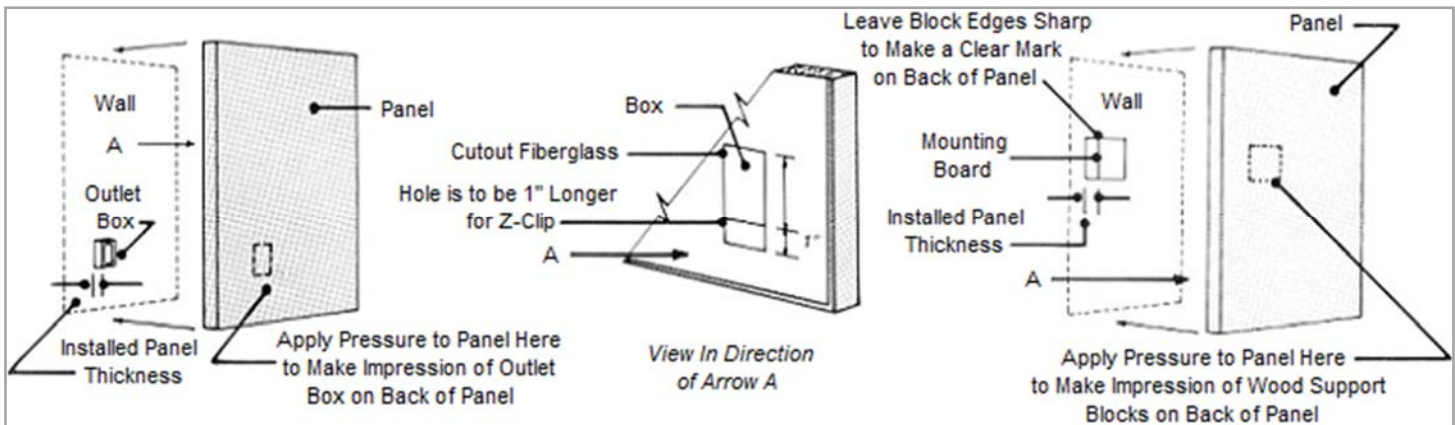
5540 SW 6th Place • Ocala, FL 34474 • www.AVLonline.com

Toll Free: 1-800-228-7842 • Fax: 352-854-1278 • Email: info@AVLonline.com

Field Measurements & Cut Outs

ELECTRICAL OUTLETS

1. The electrical contractor mounts the outlet box so it extends outward from the wall at the same depth as the installed thickness of the panel. If the outlet is in place, a sleeve may be used to extend the box out to the panel face.
2. The panel is then positioned on the wall in its final installed location so the outlet makes a slight impression on the back of the panel when pressure is applied.
3. The panel is then removed and from the back, using the impression as a guide, the fiberglass board is cut out and removed to accommodate the outlet box. Take care not to cut the fabric facing. (Cut the hole the size of the box plus an extra 1" at the bottom of the hole if Z-Clip fasteners are used.)
4. Attach the panel to the wall. (See appropriate installation instructions.)
5. Carefully cut the fabric by making a diagonal slit in the fabric on the centerline of the hole, about $\frac{1}{3}$ the distance from the top and bottom. From each corner hole, slit the fabric to intersect with the centerline slit.
6. Apply contact adhesive to the inside of the electrical box about a $\frac{1}{2}$ inch.
7. Wrap fabric over the edge of the box and slightly inside.
8. Replace the face plate of the outlet.



SURFACE MOUNTED FIXTURES (Thermostats, Signs, Heavy Pictures, Etc.)

1. Prior to mounting panels, an appropriate sized wood board, the same thickness as the wall panel, should be placed on the wall. Care should be taken to keep the board within 6" if the perimeter of the wall panel. (Where the object to be mounted spans two panels, two boards should be used in keeping the perimeter of the panels intact.)
 2. The panel is positioned on the wall and pressed against the board, making a slight impression of the board on the panel back.
 3. The fiberglass panel is then carefully cut out to that size, avoiding cutting through the fabric facing. (If the panel will be installed with Z-Clips, cut out an additional 1" at the bottom.)
 4. The panel is now mounted on the wall. (See appropriate installation instructions.)
 5. Where wiring or other services must pass through the panel, the fabric should be stapled to the board. The fabric may then be cut out, exposing the opening. Wiring for thermostats, alarms, clocks, etc. can be coiled and placed in a recess cut into the wood block until the panel is mounted. X-cuts in the fabric should be made for screws.
 6. Heavy items may be mounted by nailing or screwing through the fabric into the wood support blocks.
- NOTE:** These instructions serve only as a guide. As there are many variable field conditions, the responsibility for recognizing these conditions and compensating for them, lies with the installer.

Maintenance & Cleaning

1. All wall coverings, regardless of finish, are subject to soiling and wear. A regular maintenance program initiated at the earliest possible time after installation will go a long way toward preventing soil and dirt build-up or staining of the panel. Extra cleaning and preventative maintenance is necessary in areas adjacent to air-conditioning or air-return vents.
2. *Perforated vinyl is a delicate material* and should be handled very gently. The surface may be marked or broken with abrasive materials or chemicals.
3. Where fabric faced panels are concerned, the fabric manufacturer's instructions should be followed where they do not conflict with the information below.
4. Cleaning agents used on the surface should *not* contain alcohol, strong alkalis or solvents which will react to the vinyl or adhesives used in the panels. Warm water with a mild soap should be used for cleaning.
5. Care should be taken in using cleaning agents and pesticide control agents as the fumes may contain agents which will react to the adhesives bonding the surface material to the core, causing a loosening of the bond which will result in sagging of the surface material.
6. Temperature should be maintained between 50°F and 85°F. Humidity should be maintained between 20% and 50% for maximum life of the panels.
7. The panel should never be placed in water or allowed to become wet inside.
8. Test any cleaning agents on a piece on the rear of a panel before using on the face.
9. Grease or oil should be wiped off immediately upon contact. Remove excess grease or oil by blotting. Use hot water and mild soap to remove any remaining material.
10. Do not handle the panels any more than necessary. Avoid bending or flexing panels as it may break the bond between the surface material and the core.
11. Avoid contact with any sharp edges on material which may cause a puncture of the surface.
12. Avoid excessive heat or moisture as they may affect the finish and adhesives.

Stain Removal Chart

NOTE: Always Remove Excess	Proprietary Upholstery Shampoo Solution	Proprietary Agents for Removing Stains	Clean, Warm Water	Cold Water	Absorbent Paper and Hot Iron	Chewing Gum Remover (Freezing Agent)	Surgical Alcohol	Nail Polish Remover (Preferably Acetone)	Turpentine or White Spirit	Vacuum	Proprietary Absorbent Powders	Hydrogen Peroxide Diluted to 1 Vol.	Scrape Lightly with Coin
Wine			2nd								1st		
Beer	1st												
Beverages	2nd		1st										
Blood	2nd			1st									
Burn or Scorch Mark												2nd	1st
Butter	2nd	1st											
Chewing Gum						1st							
Chocolate	1st	2nd											
Colas	2nd		1st										
Cooking Oils	2nd	1st											
Cream	1st	2nd											
Egg	1st												
Felt Tip Pen	2nd		1st				3rd						
Fruit Juice	2nd		1st										
Furniture Polish	2nd	1st											
Gravies	2nd		1st										
Ink (Fountain Pen)	2nd		1st										
Ink (Ballpoint Pen)	2nd						1st						
Lipstick	2nd	1st											
Milk	2nd		1st										
Nail Polish		2nd						1st					
Oil & Grease	2nd	1st											
Paint (Emulsion)	2nd			1st									
Paint (Oil)	3rd	2nd							1st				
Salad Dressing	1st	2nd											
Shoe Polish	2nd	1st											
Soot	3rd	2nd								1st			
Urine (Fresh Stain)	1st												
Urine (Old Stain)	2nd		1st										
Vomit	2nd		1st										
1st, 2nd and 3rd means order of steps to be followed.	WHEN IN DOUBT, CALL IN A PROFESSIONAL CLEANER												



Hear + Feel
the Difference™

AVL Systems, Inc.

5540 SW 6th Place · Ocala, FL 34474 · www.AVLonline.com

Toll Free: 1-800-228-7842 · Fax: 352-854-1278 · Email: info@AVLonline.com

White & Light Colored Fabrics

White and light colored fabrics should only be considered for use with acoustical panels with the full understanding of the following:

1. Panel fabrics are acoustically "transparent" to allow sound to pass through to the substrate. This also means that the fabric is somewhat transparent visually and the substrate and its physical characteristics can be seen through the fabric covering, especially when white or very light colored fabrics are used.
2. Fiberglass substrates are yellow in color and have lighter and darker areas as a result of the manufacturing process. This yellow color is seen throughout the panel fabric, tinting the apparent color of the acoustical panel and is especially noticeable with white or light colored fabrics. In addition, any dark or light areas on the substrate can be noticeable through the white or light facing.

These characteristics are generally recognized and accepted in the architectural design community. All designers and planners should note these conditions, realizing that slight color variations can and will occur.

*** If one or more of the colors listed below are selected, please sign and return this document with your selection.**

# 130 WHEAT	# 403 VANILLA NEUTRAL	# 538 SILVER PAPIER
# 144 EGGSHELL	# 460 BUFF	# 748 BONE
# 224 WHITE	# 468 EUCALYPTUS	# 797 SUNSHINE
# 380 QUARTZ	# 481 PEARL	BAILEY STYLE # 2229

DESIGNTEX "SINGING IN THE RAIN" (ALL COLORWAYS)

MAHARAM CRISP (Light Colored Fabrics)

Customer Name: _____

Attn: _____

Project Name: _____

Color Name & Number: _____

Authorized by (please print): _____

Signature: _____ Date: _____

Please fax back to (352) 854-1278



AVL Systems, Inc.

5540 SW 6th Place · Ocala, FL 34474 · www.AVLOnline.com

Toll Free: 1-800-228-7842 · Fax: 352-854-1278 · Email: info@AVLOnline.com

Fabrics

Features, Guidelines & Limitations

Features and Advantages of Fabric Facings

- Approved fabrics provide good acoustical transparency for performance
- Fabric can be applied to most panel edge profiles
- Corners can be nicely tailored and finished with approved fabrics
- Nap of standard weight fabrics help make nicely fitting panel joints
- Most “panel fabrics” have Class 1 or A flame spread properties
- Specific fabrics, when applied to AVL Systems’ substrates, provide a composite panel Class A flame spread (less than 25) per ASTM E-84

Properties and Limitations

Of the thousands of fabrics available today, many are not suitable for acoustical product applications. All fabrics specified and received are examined by review of the manufacturer’s specifications and recommendations, and by product application and short-term evaluation for obvious limitations that make them unsuitable for use. Any limitations found will be disclosed to enable re-selection by the specifier. Fabrics that are determined as acceptable exhibit, as can best be determined, the following properties and characteristics:

- Acoustical transparency and performance
- Dimensional stability (ASTM D6207)
- Tension and stretch capability within necessary range
- Adhesive compatibility
- No adhesive wet-out
- No adhesive bleed-through
- Adhesion and bond to substrate
- No telegraphing of normal core irregularities
- Color suitability and opacity to prevent core color visibility
- Upholstery characteristics that are without residual memory or bulging
- No “pull lines”, a recent phenomenon, are visible as sags or wrinkles on fabrics under certain lighting conditions. The fabric is in fact flat, but appears otherwise due to the light reflecting unevenly from the tensioned or stretched fibers. Although there is no conclusive determination as to the cause, fabrics containing unspun fibers, extruded and crepe type weaves are all susceptible to this phenomenon. This is particularly true of fabrics with high recycled content.
- Fire retardant treatments are sometimes requested on fabrics and should remain stable in the intended environment. Some solutions when exposed to high humidity or abnormal environmental conditions greater than 80% RH, is drawn to the fabric surface, evaporates and leaves a deposit that leaves a noticeable light stain known as “blooming”. This stain is difficult to remove and may discolor fabric.

Specification Considerations

DIMENSIONAL STABILITY (ASTM D6207): Based on AVL Systems’ experience and successes with various fabrics, we have found that polyester, polyolefin, olefin, modacrylic, and blends using these fibers as a base material are the most stable and yield the best result. Although all choices of fabric should be evaluated for dimensional stability, fabrics containing silk, nylon and rayon are less likely to remain stable. Backings, whether acrylic, latex or other will not stabilize a fabric that is already physically and dimensionally stable.

CUSTOM PRINTS & PATTERNS: AVL Systems can match patterns and repeating designs, custom prints, artwork, designs, logos, and murals can be matched across abutting panels for an additional charge.

MICRO-PERFORATED FABRICS AND BACKINGS: Fabrics and facings that are micro-perforated, pierced, or porolated will not have increased acoustical performance. Perforations of this type will close or “heal” over time. This process was originally developed to reduce mildew and not to improve acoustics.

Purchase Considerations & Order Requirements

Guilford of Maine, owned by True Textiles, continues to lead the industry in producing and stocking fabrics that are highly suitable for acoustical product applications and require little or no evaluation prior to ordering. Most other producers use independent mills to produce their fabrics and lead times can be substantial. Furthermore, these fabrics and backings can vary from submittal samples when manufactured at different mill locations. In the event that fabrics other than Guilford of Maine/ True Textiles are selected, it will be necessary to adhere to the following:

- Fabrics must be approved by AVL Systems prior to placement of fabric order. In all cases, evaluations will be completed within 3 business days after receipt of sample fabric from specified company.
- Providing a purchase order has been issued to AVL Systems, there is no charge for fabric evaluation. One linear yard minimum for each type specified must be supplied to AVL Systems for use in this evaluation.
- Any fabric requested to be ordered prior to receipt of manufacturer’s sample for evaluation, or lacking approval by AVL Systems, must be paid for in advance by the customer.
- Any custom fabric order that has “pro forma” terms must be paid for in advance by customer.
- All lead times are determined by the availability of goods from the specified vendors, NOT AVL Systems.



AVL Systems, Inc.

5540 SW 6th Place • Ocala, FL 34474 • www.AVLonline.com

Toll Free: 1-800-228-7842 • Fax: 352-854-1278 • Email: info@AVLonline.com

Commissioners Court - Regular Session**21.****Meeting Date:** 05/30/2017

North Campus Facility - Change Order 8

Submitted By: Gina Wrehsnig, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #8 in the amount of \$0 for Transformer Pads Revisions.

Background

This change order is for additional bollards required around the transformer.

Fiscal Impact

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

AttachmentsNCF-CO8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 09:32 AM

Started On: 05/25/2017 09:01 AM



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

May 05, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities

Job No: 233901

Subj: Change Proposal No. 233901-0008

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide Adding Bollards to Transformer Pads Per RFI 040 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

A handwritten signature in blue ink, appearing to read "DBoram", written over the company name.

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0008

QUOTATION :

<u>Item</u>	<u>Labor</u>	<u>Materials</u>	<u>Subs</u>	<u>Total</u>
Adding Bollards to Transformer Pads Per RFI 040	\$0.00	\$0.00	\$3,450.00	\$3,450.00
To Be Funded By Owners Contingency	\$0.00	\$0.00	\$(3,450.00)	\$(3,450.00)

Totals	\$0.00	\$0.00	\$0.00	\$0.00
---------------	--------	--------	--------	--------

Insurance, Tax, Benefits on Labor	\$0.00
--	--------

Overhead	\$0.00
-----------------	--------

Fee on Subs	\$0.00
--------------------	--------

Fee on JTV	\$0.00
-------------------	--------

Bond	\$0.00
-------------	--------

Remodel Tax	\$0.00
--------------------	--------

TOTAL	\$0.00
--------------	---------------

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 5/5/2017

Accepted

VAUGHN CONSTRUCTION

By: _____

By: 
Doug Boram

Date _____

Proposal Valid for 10 Days

Funds Tracking Log

Change Proposal No.	Change Type & No.	Time Extension (Days)		GMP Breakdown					GMP #2339.01	Total Updated Contract Amount
		Pending	Approved	Cost of Work	CM Contingency	Owner Contingency	General Conditions	Construction Phase Fee		
N/A	GMP	-	-	\$18,195,395	\$406,771	\$406,772	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927
1	OCO	0	0	\$3,659	\$0	(\$3,659)	\$0	\$0	\$0	\$21,530,927
2	OCO	10	10	\$114,186	\$0	(\$114,186)	\$0	\$0	\$0	\$21,530,927
3	OCO	0	-	\$1,727	\$0	(\$1,727)	\$0	\$0	\$0	\$21,530,927
4	OCO	0	-	\$19,494	\$0	(\$19,494)	\$0	\$0	\$0	\$21,530,927
5	OCO	0	-	\$19,676	(\$19,676)	\$0	\$0	\$0	\$0	\$21,530,927
6	OCO	0	-	\$14,465	(\$14,465)	\$0	\$0	\$0	\$0	\$21,530,927
7	OCO	0	-	\$2,237	\$0	(\$2,237)	\$0	\$0	\$0	\$21,530,927
8	OCO	0	-	\$3,450	\$0	(\$3,450)	\$0	\$0	\$0	\$21,530,927
9		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
10		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
11		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
12		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
13		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
14		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
15		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
16		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
17		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
18		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
19		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
20		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
21		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
22		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
23		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
24		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
25		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
26		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
27		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
28		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
29		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
30		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$21,530,927
Current Amounts		10	10	\$18,374,289	\$372,630	\$262,019	\$1,896,522	\$625,467	\$21,530,927	\$21,530,927

GMF Construction of Texas, LLC

529 E Mulberry St.
Angleton, TX 77515
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 05
Date: 5/4/2017
Description: RFI 40 Transformer Bollards

Furnish only additional cast in place and bolt down bollards per RFI 40.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$3,450.00 will be added to the contract price.

Original Contract	\$1,066,657.00
Other Approved Change Orders	\$0.00
Total Contract to Date	\$1,066,657.00
This Request	\$3,450.00
Other Pending Requests	\$24,585.00
Total Contract Plus Pending RFCs	\$1,094,692.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction



REQUEST FOR CHANGE

RFC #	5	DATE	5/1/2017
JOB NAME	Williamson County		
JOB NUMBER	16-1106		
BRIEF DESCRIPTION	RFI 40 Transformer Bollards		
PHONE FAX	DATE OF WORK		5/1/2017

DESCRIPTION OF WORK:

Furnish only additional cast in place and bolt down bollards per RFI 40.

MATERIAL	QTY	U/M	RATE	AMOUNT	EQUIPMENT/CONSUMABLES	QTY	RATE	AMOUNT
		-	\$ -	\$ -	-		\$ -	\$ -
		-	\$ -	\$ -	-		\$ -	\$ -
Cast In Place Bollard		-	\$ -	\$ -	-		\$ -	\$ -
4" Sch. 40	24	EA	\$ 125.00	\$ 3,000.00	-		\$ -	\$ -
		-	\$ -	\$ -	-		\$ -	\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
		-	\$ -	\$ -	-			\$ -
MATERIAL SUBTOTAL				\$ 3,000.00	EQUIPMENT/CONSUMABLES SUBTOTAL \$ -			
SHOP LABOR	HRS		RATE	AMOUNT	FIELD LABOR/SUBCONTRACT	U/M	RATE	AMOUNT
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
-			\$ -	\$ -	-	0.0	\$ -	\$ -
SHOP LABOR SUBTOTAL				\$ -	FIELD LABOR/SUBCONTRACT SUBTOTAL \$ -			

TOTAL MATERIAL	\$ 3,000.00
TOTAL SHOP LABOR	\$ -
TOTAL EQUIPMENT/CONSUMABLES	\$ -
TOTAL FIELD LABOR/SUBCONTRACT	\$ -
TAX (8.25% on taxable items)	\$ -
MARK-UP (15%)	\$ 450.00
TOTAL	\$ 3,450

REQUEST FOR INFORMATION



3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

RFI NO: 40

To: Brody Harris
BLGY, Inc.
2204 Forbes Dr., Suite 101
Georgetown, TX 78754
Phone: (512) 977-0390
Fax:
From: Camille Carpenter

Date: 1/30/2017

Required By: 3/3/2017

Owner: Williamson County, Texas

Job No : 233901

Project: North Campus Facilities
3171 SE Inner Loop
Georgetown, TX 78626

Re: CoG Coordination

Spec. Section:

Drawing Number:

Other Reference:

Question:

In the attached Power Pole layout, the City of Georgetown utilities run directly on top of the water line at the North side of Drive A. Please advise.

Also, there is to be a guy wire running directly across sidewalk based on coordinates captured which tie back to the civil drawings. Please advise.

Answer:

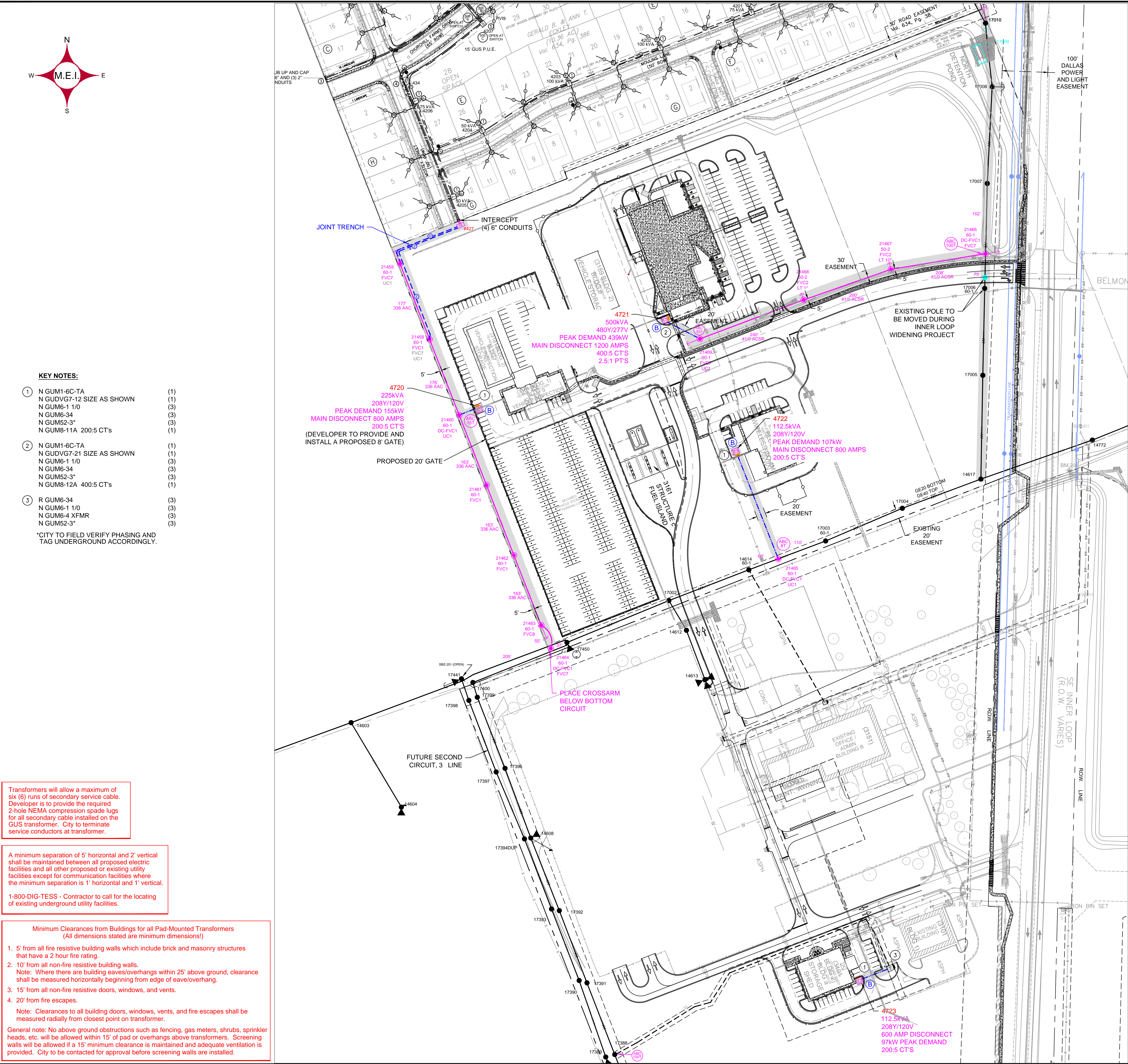
Please see the attached drawing showing the power poles in a new location 5 feet from the proposed water lines. The guy wires have been modified as well to not cross the side walks.

Very truly yours,

VAUGHN CONSTRUCTION

Attachments: Utilities Mark-up

CC: Mark Brown - BLGY

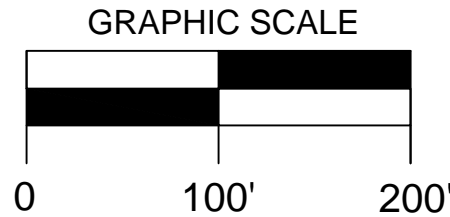


DEVELOPER CONSTRUCTION NOTES

- Before construction starts, Contractor shall meet with the Electrical Division Representative.
- According to City policy, the Developer is required to provide all labor, equipment, and material for trenching, and installing electrical conduit, pull boxes, man holes, secondary junction boxes, pedestals, and concrete pads for all pad-mount equipment to City specifications.
- According to City policy, the Developer is required to provide all labor, equipment, and material for installing streetlights and their foundations, conduit, trenching, wire, fixtures, and poles to City specifications.
- Contractor to contact GUS for conduit location on riser pole.

LEGEND

- PROPOSED TWO (2) 4" PVC CONDUITS FOR FUTURE COMMUNICATIONS AND TWO (2) 6" PVC CONDUITS FOR FUTURE GUS ELECTRIC. (CITY TO PROVIDE AND INSTALL CONDUIT)
- PROPOSED TWO (2) 6" PVC CONDUITS FOR FUTURE GUS ELECTRIC. (CITY TO PROVIDE AND INSTALL CONDUIT)
- PROPOSED THREE-PHASE #1/0 AL 250V UNDERGROUND PRIMARY IN ONE (1) 4" PVC CONDUIT WITH ONE (1) SPARE 4" PVC CONDUIT. (DEVELOPER TO PROVIDE AND INSTALL CONDUIT)
- PROPOSED THREE-PHASE 48x4" SUB-SURFACE PRIMARY PULL BOX (CITY TO PROVIDE AND INSTALL PULL BOX)
- EXISTING THREE-PHASE PAD-MOUNT SWITCHGEAR
- EXISTING SINGLE-PHASE PAD-MOUNT TRANSFORMER
- PROPOSED THREE-PHASE PAD-MOUNT TRANSFORMER (DEVELOPER TO PROVIDE AND INSTALL CONCRETE PAD)
- EXISTING SECONDARY PEDESTAL
- PROPOSED METER LOCATION (DEVELOPER TO PROVIDE AND INSTALL)
- EXISTING SINGLE-ARM STREETLIGHT LOCATION
- BLACK: EXISTING ELECTRIC FACILITIES
- GREY: EXISTING OR FUTURE DEVELOPMENT
- MAGENTA: PROPOSED ELECTRIC FACILITIES
- CYAN: RETIRE EXISTING ELECTRIC FACILITIES
- EXISTING TXU FACILITIES
- POLE IN NEW LOCATION
- POLE IN EXISTING LOCATION
- TRANSFORMER
- TRANSFORMER IN NEW LOCATION
- TRANSFORMER IN EXISTING LOCATION
- GUY LOCATION
- OVERHEAD SERVICE
- SINGLE-PHASE OVERHEAD DISTRIBUTION
- THREE-PHASE OVERHEAD DISTRIBUTION
- THREE-PHASE DOUBLE CIRCUIT OVERHEAD DISTRIBUTION
- UNDERGROUND PRIMARY
- UNDERBUILD
- SECONDARY OR SERVICE
- PROPOSED FUSE PHASING, SIZE, AND TYPE
- CAPACITOR BANK
- PROPOSED LOCATION NUMBER
- PROPOSED BOLLARDS PER CITY SPECIFICATIONS
- DEVELOPER TO GRANT 20' EASEMENT



McCORD ENGINEERING, INC.
Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

THIS DOCUMENT IS RELEASED FOR THE PURPOSE
OF INITIAL REVIEW UNDER THE AUTHORITY OF:
REX N. WOODS, P.E. 87089
FEBRUARY 1, 2017
IT IS NOT TO BE USED FOR BIDDING OR
CONSTRUCTION PURPOSES.

REVISION #1
PRELIMINARY
FOR REVIEW

CITY OF GEORGETOWN

ELECTRICAL LAYOUT FOR:

WILLIAMSON COUNTY NORTH CAMPUS

WS# 10448



Texas Registered Engineering Firm F-2664
916 Southwest Parkway East
College Station, TX 77840
(979) 764-8356

VERSION AND DATE OF THE DEVELOPERS SITE PLAN UTILIZED FOR THIS DRAWING

SITE PLAN DATED 06-29-16

DATE	DEVELOPER	APPROVED	APPROVED WITH REVISION

SCALE: 1"=100'	DATE: 09-22-16	DWG NO.	SHEET NO. 1 OF 2
DRAWN BY: MRC	JOB CODE: GEO-42-W-27	MEI-12165-1	REV. MRC 02-01-17

Transformers will allow a maximum of six (6) runs of secondary service cable. Developer is to provide the required 2-hole NEMA compression spade lugs for all secondary cable installed on the GUS transformer. City to terminate service conductors at transformer.

A minimum separation of 5' horizontal and 2' vertical shall be maintained between all proposed electric facilities and all other proposed or existing utility facilities except for communication facilities where the minimum separation is 1' horizontal and 1' vertical.

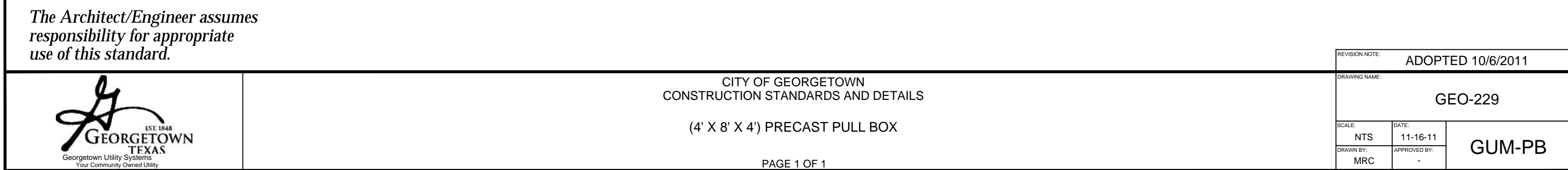
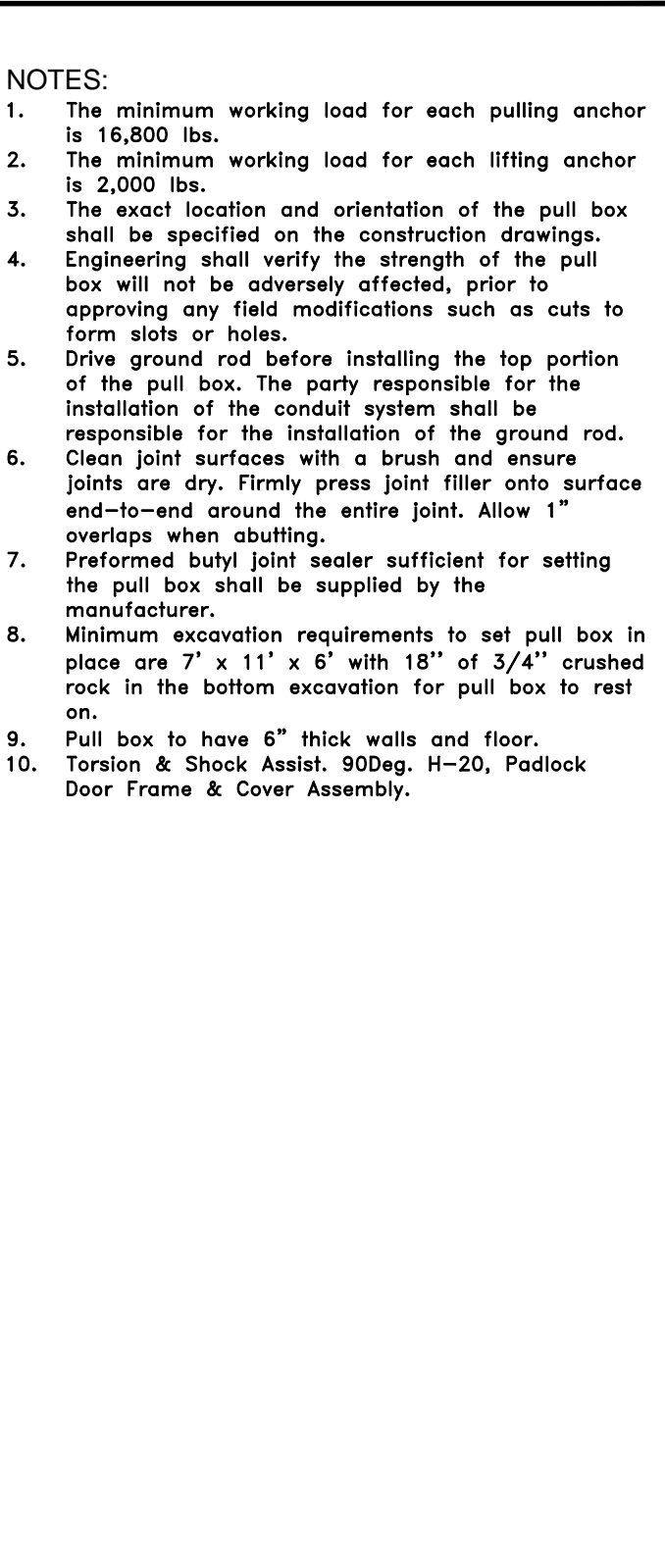
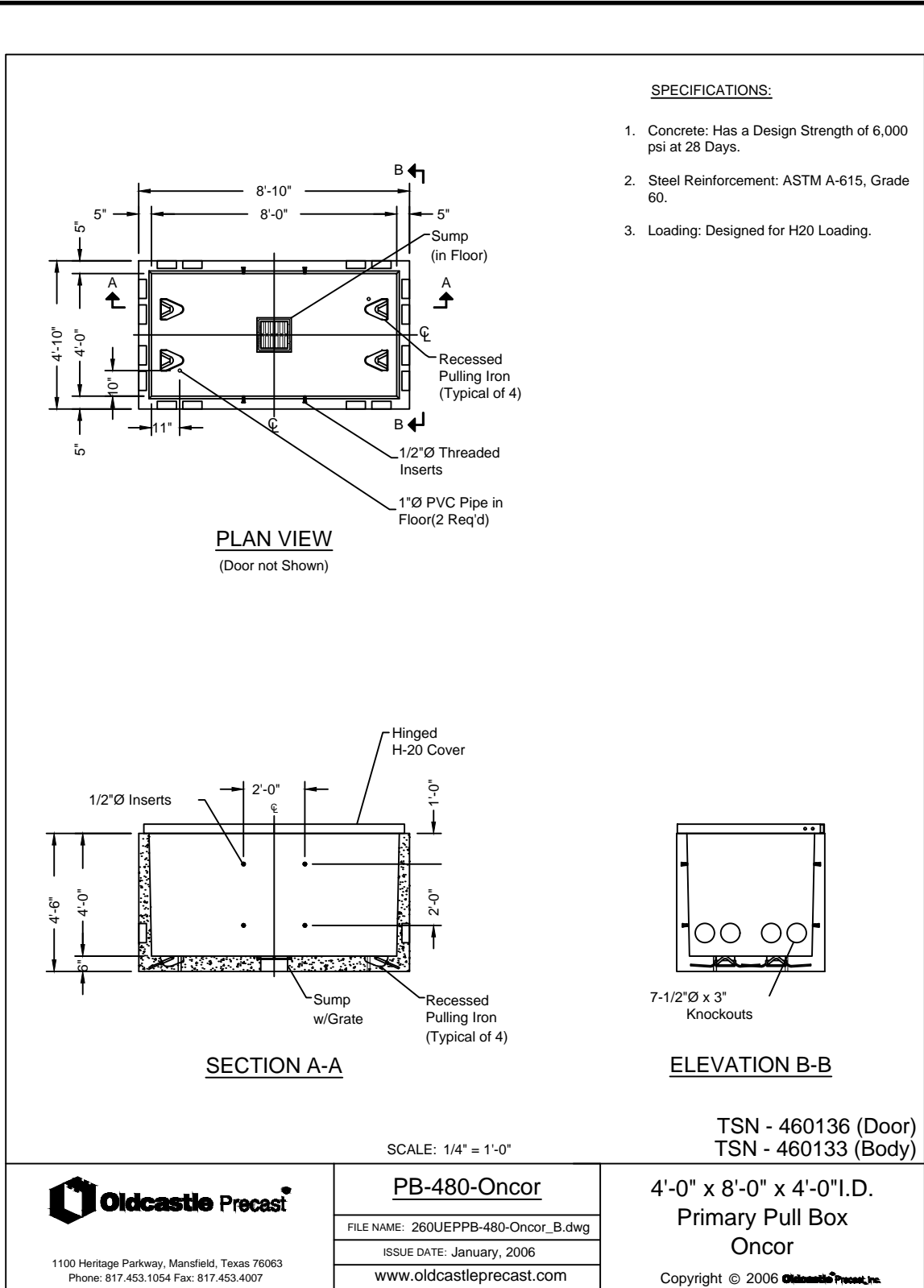
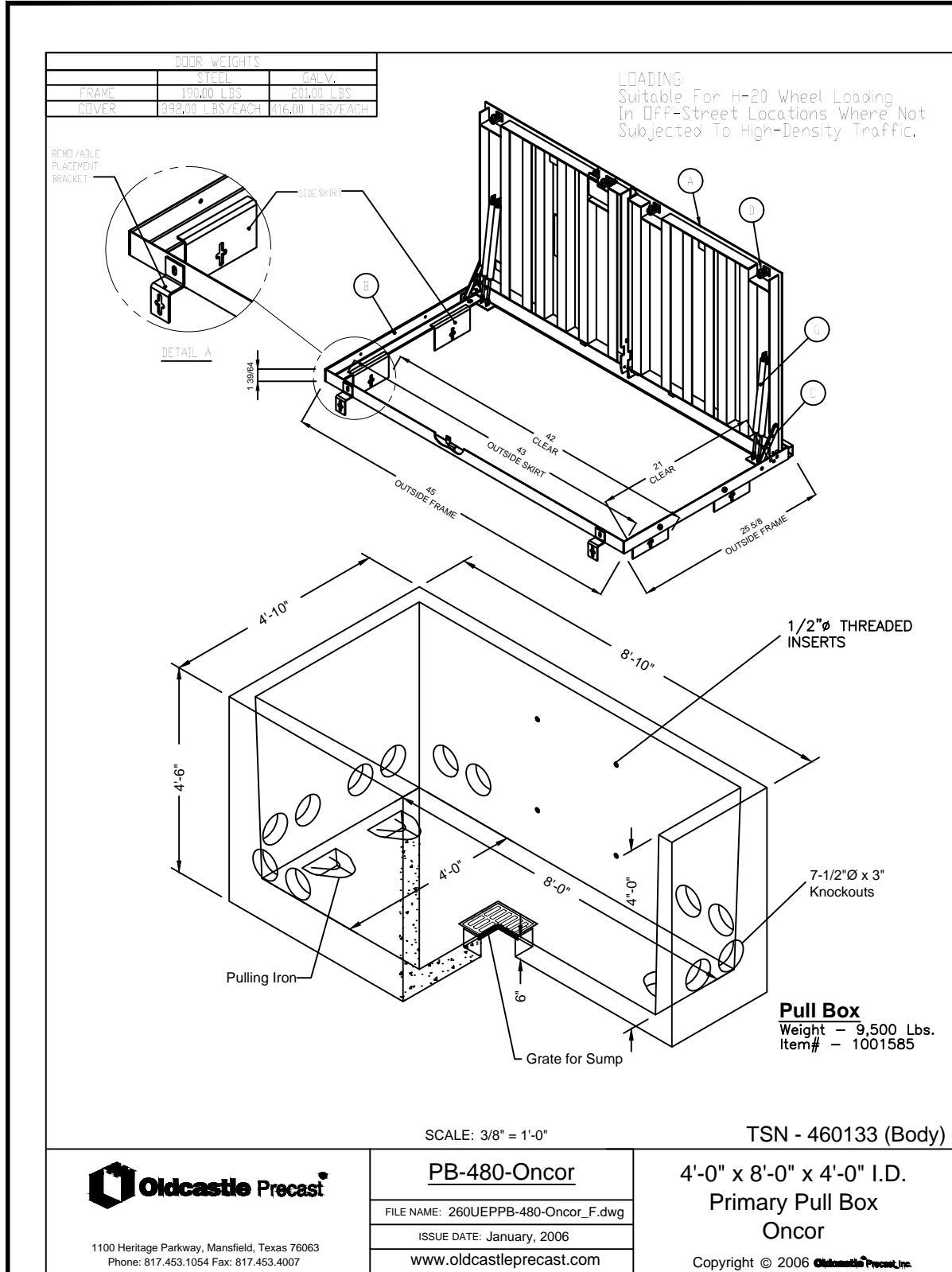
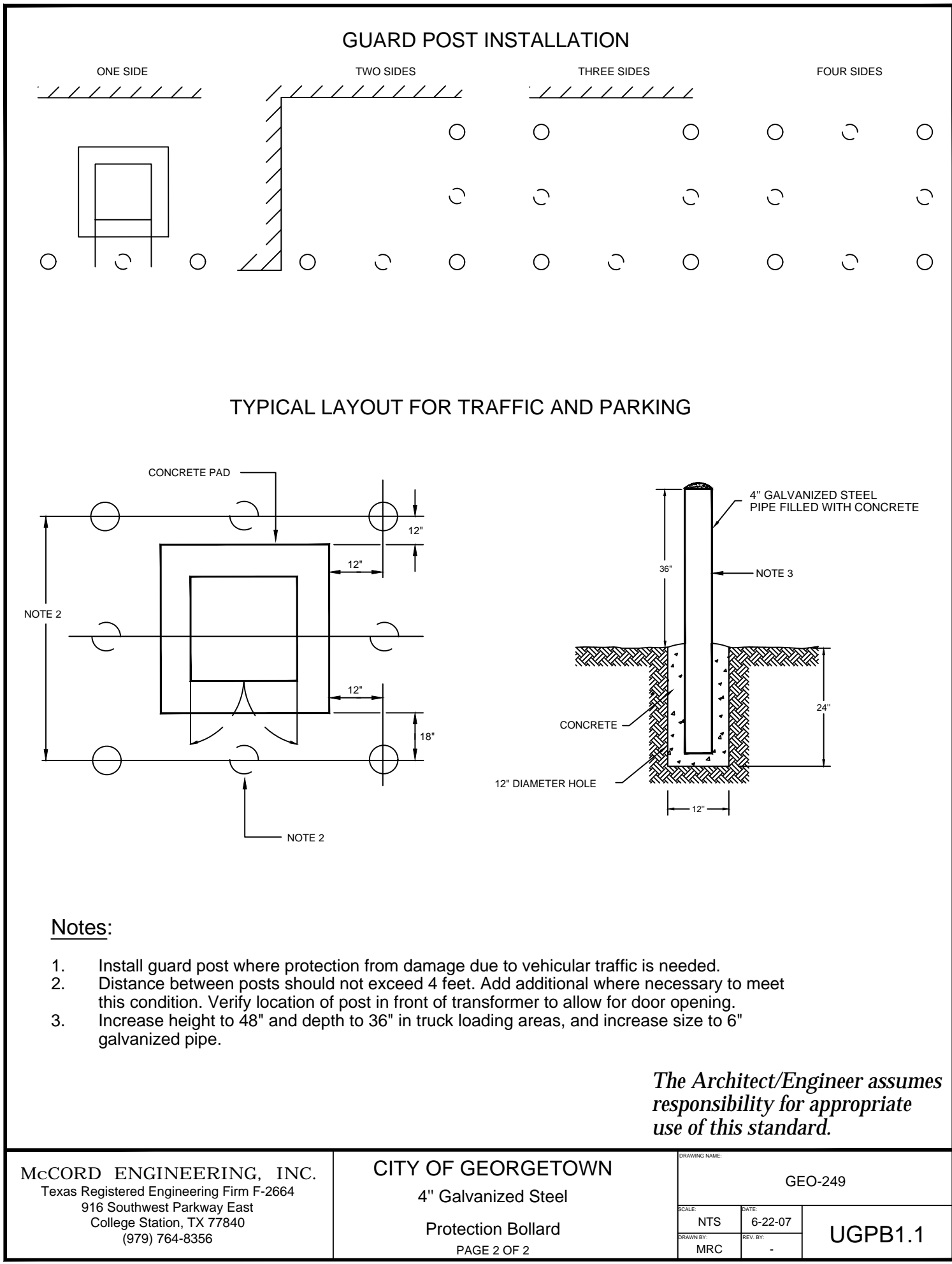
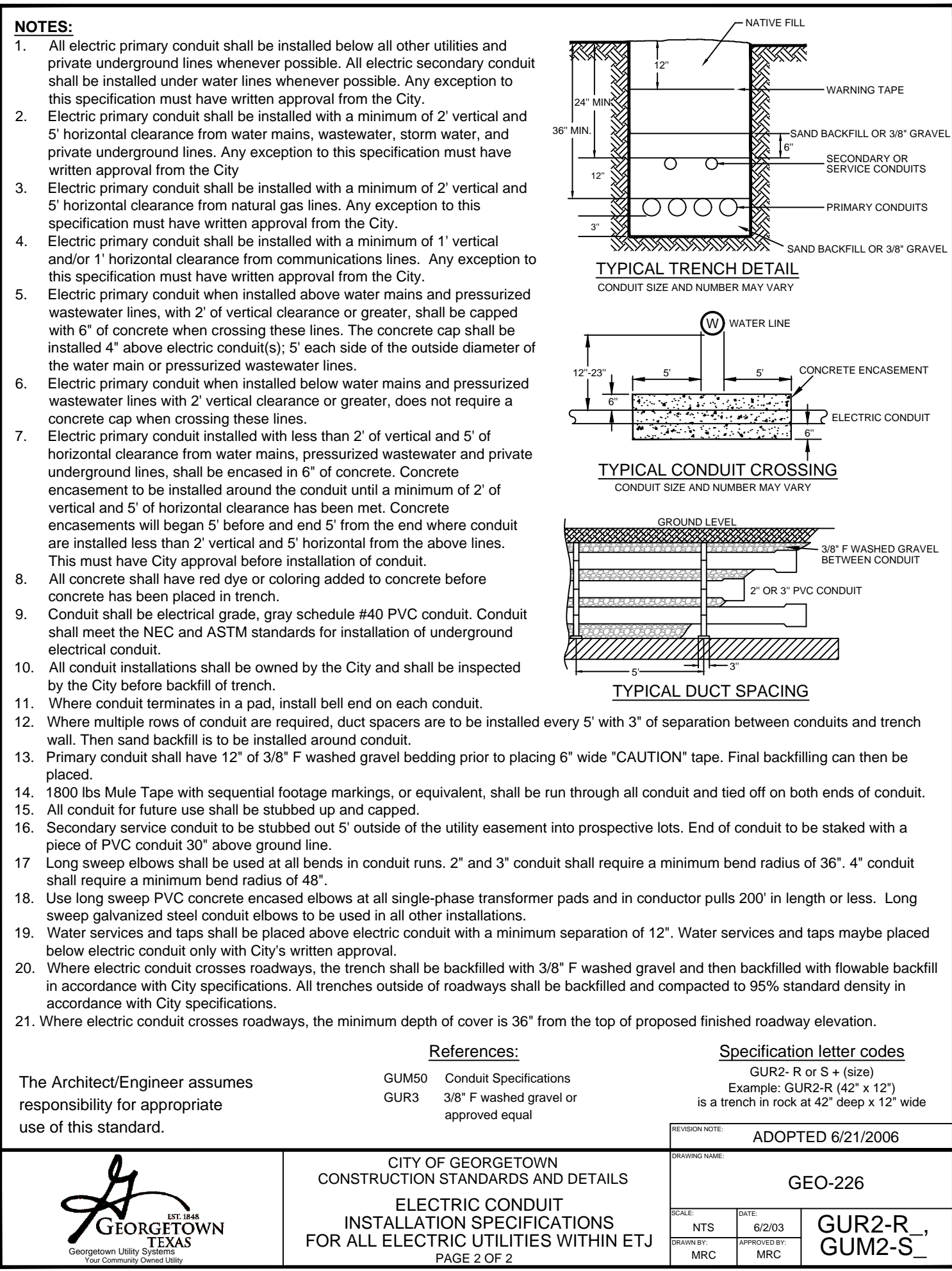
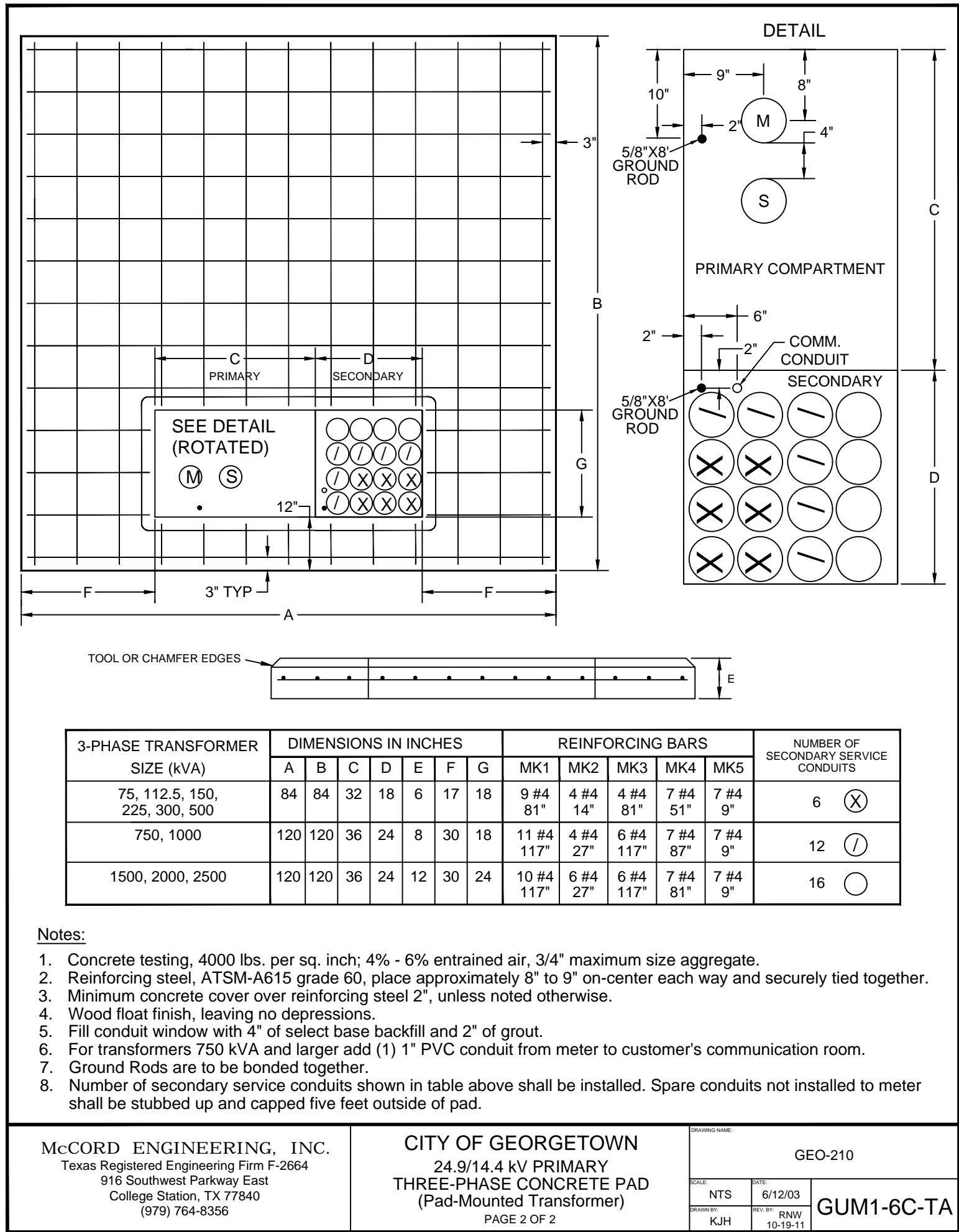
1-800-DIG-TESS - Contractor to call for the locating of existing underground utility facilities.

Minimum Clearances from Buildings for all Pad-Mounted Transformers
(All dimensions stated are minimum dimensions!)

- 5' from all fire resistive building walls which include brick and masonry structures that have a 2 hour fire rating.
- 10' from all non-fire resistive building walls.
Note: Where there are building eaves/overhangs within 25' above ground, clearance shall be measured horizontally beginning from edge of eave/overhang.
- 15' from all non-fire resistive doors, windows, and vents.
- 20' from fire escapes.

Note: Clearances to all building doors, windows, vents, and fire escapes shall be measured radially from closest point on transformer.

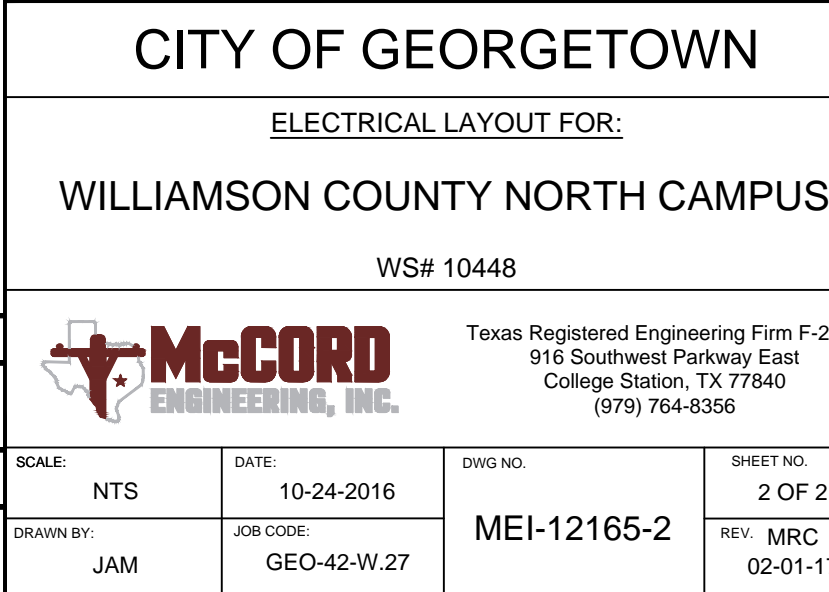
General note: No above ground obstructions such as fencing, gas meters, shrubs, sprinkler heads, etc. will be allowed within 15' of pad or overhangs above transformers. Screening walls will be allowed if a 15' minimum clearance is maintained and adequate ventilation is provided. City to be contacted for approval before screening walls are installed.



McCord Engineering, Inc. Texas Registered Engineering Firm F-2664 916 Southwest Parkway East College Station, TX 77840 (979) 764-8356

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INITIAL REVIEW UNDER THE AUTHORITY OF: REX N. WOODS, P.E. 87089 FEBRUARY 1, 2017 IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

REVISION #1 PRELIMINARY FOR REVIEW



VERSION AND DATE OF THE DEVELOPERS SITE PLAN UTILIZED FOR THIS DRAWING			
SITE PLAN DATED 06-29-16			
DATE	DEVELOPER	APPROVED	APPROVED WITH REVISION

SCALE: NTS	DATE: 10-24-2016	DWG NO. MEI-12165-2	SHEET NO. 2 OF 2
DRAWN BY: JAM	JOB CODE: GEO-42-W/27	REV. MRC	02-01-17

Sean Douget

From: Camille Carpenter <CCarpenter@vaughnconstruction.com>
Sent: Monday, March 06, 2017 10:08 AM
To: Sean Douget
Subject: RE: Bollard Qty.
Attachments: RFI-040A CoG Utilities.pdf

Sean,

Please see bollard qty. below. I've attached RFI-040 which added additional bollard around the transformers. The detail for these bollards is shown on the last page of the RFI. Please provide pricing. Let me know if you have any questions.

Interior/ Exterior	Location	Qty.	Type
Ext.	Bldg. b	16	Cast-in-Place
	Bldg. d	12	Bolt-down
Ext.	Bldg. d	12	Cast-in-Place
	Bldg. e	13	Bolt-down
Ext.	Bldg. e	12	Cast-in-Place
Int.	Bldg. g	8	Bolt-down
Ext.	Bldg. g	8	Cast-in-Place
Ext.	Bldg. h @ Dumpster Pad	3	Bolt-down
	Bldg. h @ Oxy. Storage	4	Cast-in-Place
Ext.	XFMR's per RFI-040	24	Detail UGPB1.1

Camille Carpenter
Vaughn Construction
(512) 516-4569



From: Camille Carpenter
Sent: Monday, February 27, 2017 10:07 AM
To: Doug Boram (doughboram@vaughnconstruction.com) <doughboram@vaughnconstruction.com>
Subject: FW: Williamson sheet C9

Camille Carpenter
Vaughn Construction
(512) 516-4569

Commissioners Court - Regular Session**22.****Meeting Date:** 05/30/2017

Discuss consider and take appropriate action on approval of the final plat for the CR Estates Sec 3 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 C.R. Estates Section 3 subdivision - Pct 4.

Background

This is a small, two-lot rural subdivision located along SH 29 on the north bank of the San Gabriel River. There is a FEMA Zone AE Flood Zone on this property. Minimum first floor elevations for each lot have been established. The final plat review fee has been paid. The preliminary plat was approved on April 7, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFinal Plat - C.R. Estates Sec 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

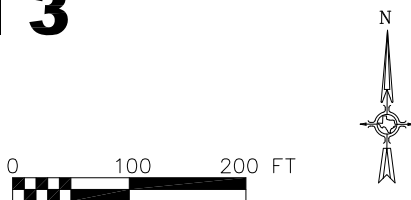
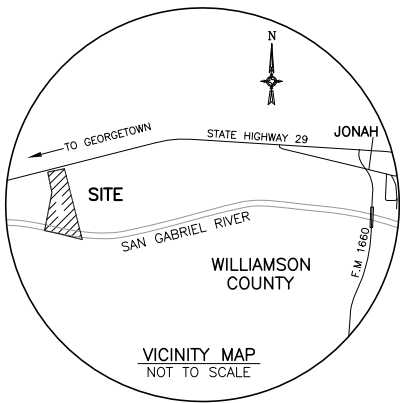
Date

05/22/2017 09:14 AM

Started On: 05/19/2017 02:19 PM

C.R. ESTATES SECTION 3

FINAL PLAT



LEGEND

- HL 1/2" REBAR WITH "HEJL LEE" CAP SET
- HL 1/2" REBAR WITH "HEJL LEE" CAP FOUND
- CH 1/2" REBAR WITH "CHAPARRAL" CAP FOUND
- 1/2" REBAR FOUND
- ⊙ 1" IRON PIPE FOUND
- CONC. HIGHWAY MONUMENT FOUND
- ⊕ CALCULATED POINT
- ⊙ BENCHMARK LOCATION
- J.A.E. JOINT ACCESS EASEMENT

OWNER
WILLIAM RANDALL RUSS & KYLE LEE RADER
3874 LIMMER LOOP
HUTTO, TX 78634
PH. (512) 689-3763 FAX. (512) 759-2763

BENCHMARK
CONCRETE MONUMENT FOUND, STAMPED
JON 1, ELEV. 607.40 (NAVD 1988
FROM OPUS GPS OBSERVATIONS MADE
IN OCTOBER, 2009)

BEARING BASIS
NORTHWEST LINE OF LOT 1
C.R. ESTATES, SECTION ONE
BEARS N05°46'10"W

FLOODPLAIN
THE 100-YEAR FLOODPLAIN SHOWN ON THE PLAT IS
CLASSIFIED AS ZONE AE, PER FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) FIRM MAP PANEL NO.
48491C0325E, EFFECTIVE DATE SEPTEMBER 26, 2008.

ADDRESS
8030 & 8040 STATE HIGHWAY 29
GEORGETOWN, TX 78626

NO. OF LOTS
2

ACREAGE
R.O.W. DEDICATION 0.160 AC.
LOT 1 7.545 AC.
LOT 2 7.543 AC.
TOTAL 15.248 AC.

PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE
HISTORY REPORT.

ENGINEER'S CERTIFICATION:

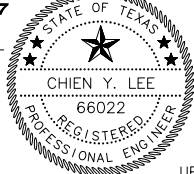
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, CHIEN Y. LEE, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO
PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT
IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE.

THE 100 YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN
HEREON. THE TRACT SHOWN HEREON LIES WITHIN ZONE "AE" (AREAS DETERMINED
TO BE INSIDE 100-YEAR FLOODPLAIN), AS IDENTIFIED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO.
48491C0325 E, DATED SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD
HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY
AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD
DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE
ENGINEER.

CHIEN Y. LEE, P.E., R.P.L.S., AICP
HEJL, LEE & ASSOCIATES, INC.
321 ED SCHMIDT BLVD., STE. 100
HUTTO, TEXAS 78634
(512) 642-3292

5-18-2017



SHEET 1 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TEXAS 78634
Ph: (512) 642-3292
TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

UPDATED: 5-18-2017 FILE: CR ESTATES PH3 FINAL 5-18-2017.DWG HLA PROJECT SP1141D CHIEN

C.R. ESTATES SECTION 3

C.R. ESTATES SECTION 3 FINAL PLAT

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

WE, WILLIAM RANDALL RUSS AND KYLE LEE RADER, BEING OWNERS OF 7.62 ACRE TRACTS EACH IN THE JOHN F. FURGUSON SURVEY, ABS. NO. 231, IN WILLIAMSON COUNTY, TEXAS, CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2015033196 AND 2015035458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT C.R. ESTATES SECTION THREE. 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.

TO CERTIFY WHICH, WITNESS by my hand this 19th day of May, 2017.

BY: William Russell
WILLIAM RANDALL RUSS
3874 LIMMER LOOP
HUTTO, TEXAS 78634
PH. (512) 759-3763 FAX. (512) 759-2763



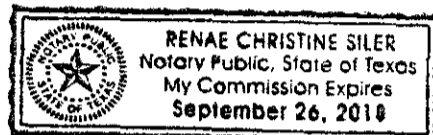
STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILLIAM RANDALL RUSS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 19th DAY OF May, 2017, AD.

BY: Renae C. Siler
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES 9/26/2018



TO CERTIFY WHICH, WITNESS MY HAND THIS THE 19th DAY OF May, 2017, A.D.

BY: Kyle Lee Rader
KYLE LEE RADER
3874 LIMMER LOOP
HUTTO, TEXAS 78634
PH. (512) 759-3763 FAX. (512) 759-2763

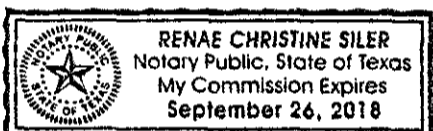
STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE LEE RADER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 19th DAY OF May, 2017, AD.

BY: Renae C. Siler
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME
MY COMMISSION EXPIRES 9/26/2018



FIELD NOTES

A DESCRIPTION OF 15.248 ACRES TRACT IN THE JOHN F. FURGUSON SURVEY, ABS. NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING TWO 7.62-ACRE TRACTS CONVEYED TO WILLIAM RANDALL RUSS AND KYLE LEE RADER BY WARRANTY DEED DATED APRIL 27, 2015 AND MAY 1, 2015, DESCRIBED AS TRACT TWO AND ONE IN RECORDED DOCUMENT NO. 2015033196 AND 2015035458, RESPECTIVELY, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC), TEXAS; SAID 15.248 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod found with "HEJL LEE" cap in the south right-of-way line of State Highway 29 (80' R.O.W.), being the northeast corner of Lot 1, C.R. Estates, Section Two, a 5.803 acres tract, as recorded in Document No. 2014024294 of the Official Public Records of Williamson County, Texas, also being the northwest corner of said 7.62 acres Tract Two;

THENCE N 78°22'14" E, with the south line of said State Highway 29, being the north line of said two 7.62 acre tracts, a distance of 347.32 feet to an iron rod found with "Chaparral" cap, being the northeast corner of said 7.62 acre Tract One, also the northwest corner a 12.565 acre tract deeded to Joe S. Watson & Bettye Watson as recorded in Volume 2560 Page 56 of the Deed Records of Williamson County, also being the northeast corner of herein described tract;

THENCE S 14°07'48" E, along the west line of said 12.565 acre Watson tract and the east line of said 7.62 acre Tract One, a distance of 20.00 feet to an iron rod set with "HEJL LEE" cap for the proposed south line of State Highway 29 R.O.W.;

THENCE S 14°07'48" E, continuing along the west line of said 12.565 acre Watson tract and the east line of said Tract One, passing an iron rod found at a distance of 1,249.49 feet, continuing for a total distance of 1,510.80 feet from said iron rod found with "Chaparral" cap, to an iron found on the south low bank of San Gabriel River for the southwest corner of said 12.565 acre Watson tract, being on the north line of a 1.66 acre tract deed to D.R. Scurlock as recorded in Volume 719 Page 2 of Deed Records of Williamson County, being the southeast corner of said Tract One, also being the southeast corner of herein described tract;

THENCE along the north line of Scurlock 6.97 acre, 19.213 acre, and 4.948 acre tracts recorded in Volume 1739 Page 416, Volume 1757 Page 629, Volume 1739 Page 411 of Deed Records of Williamson County, respectively, and the south line of said Tract One and Tract Two, the following three (3) courses and distances:

1. N 76°03'32" W, a distance of 499.33 feet to a calculated point;
2. N 77°35'45" W, a distance of 271.70 feet to a calculated point;
3. N 80°41'55" W, a distance of 18.90 feet to a calculated point, being the southeast corner of said Lot 1, C.R. Estates, Section Two, and the southwest corner of said Tract Two, also being the southwest corner of herein described tract;

THENCE N 10°50'55" E, traveling along the east line of said Lot 1, C.R. Estates, Section Two, and the west line of said Tract Two, a distance of 792.47 feet to an iron rod found with "HEJL LEE" cap;

THENCE N 11°37'46" W, with the east line of said Lot 1, C.R. Estates, Section Two, and the west line of said Tract Two, a distance of 424.17 feet to an iron rod found with "HEJL LEE" cap for the proposed south line of State Highway 29 R.O.W.;

THENCE N 11°37'46" W, continuing with the east line of said Lot 1, C.R. Estates, Section Two, and west line of said Tract Two, a distance of 20.00 feet to the POINT OF BEGINNING, containing 15.248 acres of land, more or less.

Bearing is based on the northwest line of Lot 1, C.R. Estates, Section One, bears N05°46'10"W.

GENERAL NOTES:

1. TOTAL ACRES: 15.248 Ac.
2. NUMBER OF LOTS: 2
3. NUMBER OF BLOCKS: 1
4. PROPOSED USE: RESIDENTIAL
5. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE MINIMUM FINISH FLOOR ELEVATION (FFE) SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
6. EACH LOT WILL BE SERVED BY AN ON-SITE SEWAGE FACILITY. WATER FOR THIS SUBDIVISION IS PROVIDED BY JONAH WATER SUPPLY CORPORATION.
7. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
8. ALL DWELLINGS, TRAILERS, OR MOBILE HOMES PLACED ON SUBDIVISION LOTS OR RANCHETTES MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATIONS.
9. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
10. NO BUILDINGS OR STRUCTURES ARE PERMITTED IN DRAINAGE EASEMENTS. NO FENCES OR LANDSCAPING ARE PERMITTED IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
12. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
13. THE MINIMUM FIRST FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS OBTAINED FROM THE FLOOD INSURANCE STUDY PREPARED BY THE FEDERAL EMERGENCY AGENCY, AS REVISED ON SEPTEMBER 26, 2008.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF May, 2017, A.D.

BY: Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

BY: Deborah L. Marlow, RS
DEBORAH L. MARLOW, RS, OS0029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

DATE: 5/19/2017

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES, AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE 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 OR MAINTAIN 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 HERewith. IT IS FURTHER UNDERSTOOD THAT UPON COMPLETION OF THE AFORESAID OBLIGATIONS OF THE DEVELOPER AND EITHER 60% OCCUPANCY OF THE LOTS ALONG THE ROADWAYS AND STREETS IN THE SUBDIVISION HAS BEEN ACHIEVED, OR TWO YEARS FROM THE DATE OF COMPLETION OF THE STREETS HAS ELAPSED, ON WRITTEN PERMISSION FROM THE COMMISSIONERS' COURT, THE COUNTY WILL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE OF SAID STREETS AND ROADS. 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. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT.

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON }

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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 THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

COUNTY CLERK'S CERTIFICATION:

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON }

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

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

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

BY: _____, DEPUTY

SHEET 2 OF 2

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

321 ED SCHMIDT BLVD., SUITE 100, HUTTO, TEXAS 78634

PH: (512) 642-3292

TBPE FIRM NO. F-755 TBPLS FIRM NO. 10058500

UPDATED: 5-19-2017 FILE: CR ESTATES PH3 FINAL 5-19-2017.DWG HLA PROJECT SP1141D CHIEN

C.R. ESTATES SECTION 3

Commissioners Court - Regular Session**23.****Meeting Date:** 05/30/2017

Resolution Patty Eason

Submitted For: Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a resolution recognizing Patty Eason for her service to the WCCF.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsPatty Eason Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:51 AM

Started On: 05/25/2017 09:43 AM

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

That on the 30th day of May 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse 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

RESOLUTION

WHEREAS, the Williamson County Conservation Foundation (WCCF) was established in December 2002 to provide for conservation of endangered species in Williamson County while helping to promote responsible development; and

WHEREAS, the WCCF board is comprised of appointed volunteers that dedicate their time and efforts to the betterment of Williamson County; and

WHEREAS, Patty Eason began volunteering her efforts with conservation in 2002 and was officially appointed to the WCCF board in November 2004; and

WHEREAS, as a member of the WCCF Ms. Eason served on multiple subcommittees including the Citizen's Advisory Board, which was vital to the Regional Habitat Conservation Plan's (HCP) development; and

WHEREAS, Ms. Eason played an integral role in the creation of Williamson County's HCP; she represented the City of Georgetown and Williamson County in numerous meetings with the US Fish & Wildlife Service in both their local and regional offices and lobbied for the HCP's creation in the nation's capital as the local delegation met with both house and senate leaders; and

WHEREAS, her efforts and desire to strike a balance between preservation and development led to the conservation of several endangered species habitats and the DB Wood Rd. bridge being constructed below Lake Georgetown; and

WHEREAS, Ms. Eason's leadership was vital to the US Fish & Wildlife Services decision to grant the City of Georgetown its Special 4(d) rule for the preservation of the Georgetown salamander; she served as the liaison between the WCCF and the Georgetown City Council and made the important motion to proceed with Georgetown's salamander ordinance; now, therefore be it

RESOLVED, that the Williamson County Commissioners Court recognizes and thanks Patty Eason for her 15 years of dedicated service and leadership to the Williamson County Conservation Foundation and the citizens of Williamson County, many of whom do not know her, but will forever benefit from her efforts.

Dan A. Gattis, County Judge

Valerie Covey, Commissioner Pct. 3
WCCF President

Cynthia Long, Commissioner Pct. 2
WCCF Vice-President

Nancy Rister, County Clerk

Commissioners Court - Regular Session**24.****Meeting Date:** 05/30/2017

American Heart Association Mission Lifeline Gold Plus Award 2017

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

Information**Agenda Item**

Discuss, consider and take appropriate action on acknowledging Williamson County EMS as the recipient of the American Heart Association Mission Lifeline Gold Plus Award.

Background

The American Heart Association Mission Lifeline would like to recognize Williamson County EMS for their continued work, training and commitment in improving the overall quality of care for STEMI (heart attack) patients 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: Michael Knipstein

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:14 AM

Started On: 05/22/2017 07:13 AM

Commissioners Court - Regular Session**25.****Meeting Date:** 05/30/2017

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

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

Information**Agenda Item**

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

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/18/2017

Reviewed By

Wendy Coco

Date

04/18/2017 11:05 AM

Started On: 04/18/2017 11:03 AM

Commissioners Court - Regular Session**26.****Meeting Date:** 05/30/2017

Allocating space in Pct 1 Jester Annex

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

Information**Agenda Item**

Discuss, consider and take appropriate action on allocating space in the Precinct 1 Jester Annex Building.

Background

Precinct 1 Constable has requested use of currently unused and unallocated space in the Precinct 1 Jester Annex. The Constables use of this additional room will allow for more appropriate CJIS security.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 05/23/2017

Reviewed By

Wendy Coco

Date

05/23/2017 11:48 AM

Started On: 05/22/2017 08:56 AM

Commissioners Court - Regular Session**27.****Meeting Date:** 05/30/2017

Amended Agreement with RVi for Phase V development of Brushy Creek Regional Trail

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 2 to the Agreement for Landscape Architectural Services between Williamson County and RVE, Inc. (doing business as RVi) for Phase II landscape architectural services relating to Phase V of the Brushy Creek Regional Trail Development.

Background

County and RVi entered into an Agreement for Landscape Architectural Services for Phase V of the Brushy Creek Regional Trail Development dated effective as of March 30th, 2015 (the "Original Agreement"). As contemplated and set out in the Original Agreement, County now desires to proceed with obtaining from RVi the services referred to and defined as "Phase II Services" in the Original Agreement and; therefore, it is necessary to set out the scope, compensation and production schedule of the Phase II Services in this Amendment. The Phase II Services include Construction Document Services, Regulatory Review, Bidding/Negotiations Services, Construction Phase Services, and Surveys & Studies Services for Phase V of the Brushy Creek Regional Trail Development. The not-to-exceed amount for such services is \$248,355.04.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[PSA Amendment 2](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 05/24/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

05/24/2017 02:12 PM

05/24/2017 03:55 PM

Started On: 05/24/2017 09:55 AM

AMENDMENT #2 TO LANDSCAPE ARCHITECTURAL DESIGN CONTRACT
RVi No.144226

This Amendment to the Agreement for Landscape Architectural Services (the "Amendment") is entered into effective as of the date of the last party's execution below by and between Williamson Co., Texas, ("County") and RVi ("LA").

I. RECITALS

- A. County and LA entered into that certain Agreement for Landscape Architectural Services for Phase V of the Brushy Creek Regional Trail Development dated as of March 30th, 2015 (the "Original Agreement") and desire to amend the Original Agreement.
- B. As contemplated and set out in the Original Agreement, County now desires to proceed with obtaining from LA the services referred to and defined as "Phase II Services" in the Original Agreement and; therefore, the County and LA have set out the scope, compensation and production schedule of the Phase II Services in this Amendment.
- C. Except as expressly modified by this Amendment, the terms and conditions of the Original Agreement and any prior supplemental agreements and/or amendments thereto shall remain unchanged and in full force and effect.

II. PROJECT PARAMETERS

- A. The parties agree that Article 1, Article 3, and Exhibit A of the Original Agreement, and Supplemental Agreement No.1 is hereby amended by adding the following Phase II Services: Construction Document Services, Regulatory Review, Bidding/Negotiations Services, Construction Phase Services, and Surveys & Studies Services for the Project. See attachment A for project limits.
- B. The project will consist of the construction of a 10' wide Shared Use Path segment of Brushy Creek Regional Trail approximately 1 mile (Exhibit A, Segment "A") in length that will parallel and cross Brushy Creek. One pedestrian bridge is to be constructed. (Approximately 250 linear ft. of an elevated precast concrete boardwalk application (Permatrak) will be required as well).

III. CONSTRUCTION DOCUMENT PHASE

Based on the approved Design Phase Services by the County, the LA shall prepare Construction Contract Documents including:

- A. Plan, section, elevation, and typical detail drawings, that set forth in reasonable detail the requirements for construction of the Project components, including depiction of their size, shape, dimensions, and locations; including construction plans required for TxDOT submittal.

1. Construction drawings include the following sheets:
 - a) Title Sheet -1
 - b) Index Sheet -1
 - c) Estimate and Quantity Sheets -4
 - d) Project Layout and Survey Control Sheets -2
 - e) General Notes Sheets -15
 - f) Typical Sections -1
 - g) Shared Use Path Plan and Profile Sheets (1:50 scale) -12
 - h) Miscellaneous Path Details -1
 - i) SW3P -6
 - j) Cross Section Sheets – 60
 - k) TxDOT Standard Details -28
 2. Drainage Design Services; Prepare construction plans for the proposed drainage improvements. This includes the following approximate number of sheets:
 - a) Overall Drainage Area Map – 3
 - b) Miscellaneous Plan Sheets -1
 - c) TxDOT Standard Details -8
 - d) HEC-RAS & HEC-HMS evaluation of the proposed river crossing
 3. Specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for project components.
 4. Utility Coordination and Design including two coordination meetings and Utility Coordination Report.
 5. Coordinate information provided by the County's consultants.
- B. Initiate geotechnical testing and reporting required for bridges, boardwalk and structural retaining walls (if required).
- C. Review for compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required.
- D. Review for conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
- E. Prepare 95% drawings and submittal for TxDOT Review. Coordinate with TxDOT reviewer on revisions necessary to satisfy requirements set forth by agency and CAMPO grant. Provide up to one review meeting with TxDOT.
- F. Prepare 100% drawings and estimate of probable costs, and meet with County staff to review.
- G. Prepare an opinion of probable cost of the construction based on the Construction Documents.

LA may include escalation factors and contingencies. Opinions of cost are based on the experience and judgement of consultants and are merely opinions. LA does not warrant that actual costs will not vary from those options because, among other things, LA has no control over market conditions.

- H. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary.

IV. REGULATORY REVIEW

As requested by the County, and upon approval and authorization to proceed, prepare documents for Brushy Creek Regional Trail, including drawings and calculations related to project components, reasonably required for review by applicable governmental authorities to comply with permitting requirements that are in effect on the date of this Amendment, including:

- A. NEPA Documentation - LA shall prepare (1) Categorical Exclusion (CE) checklist and Summary of Findings Report.
 - B. Coordination with TxDOT Environmental Affairs Division (TxDOT ENV), Project Coordination Request (PCR) and non-archeological historic resources survey as required by TxDOT.
 - C. City of Round Rock: Site Development Permit
 - 1. LA shall follow all required development permit processes within the City of Round Rock Development Services Office (DSO). LA shall provide all documents necessary to secure approvals and permitting. LA shall provide the following services:
 - a) Establish and attend required Pre-development meeting (1 meeting).
 - b) Prepare necessary plans and application(s) for proposed project improvements.
 - c) Review and address any comments required for approval and permitting (1 meeting).
- *All application and processing fees are the responsibility of the County or billed as reimbursable.
- D. Texas Department of Licensing and Regulations (TDLR): Texas Accessibility Standards (TAS) Compliance
 - 1. LA shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act. TDLR inspection for compliance with TAS will be required upon completion of project construction.

*All application and processing fees are the responsibility of the County or billed as reimbursable.

- E. Texas Commission on Environmental Quality (TCEQ): Water Pollution Abatement Plan (WPAP)

1. LA shall provide the following services:
 - a) Prepare a WPAP to reflect the proposed improvements for the park.
 - b) Review and incorporate Geological Assessment / Karst Survey within application.
 - c) Meet with TCEP to review application and address any comments required for approval/permitting.

*All application and processing fees are the responsibility of the County or billed as reimbursables.

V. BIDDING AND CONTRACT PHASE

- A. If requested, the LA, following the County's approval of the Construction Documents, will assist the County in obtaining bids and in awarding contracts for construction of the Brushy Creek Regional Trail.
- B. The Services that may be provided in this phase include:
 1. Assist County during the bidding process.
 2. Coordinate the schedule for bid advertising, pre-bid conference, and bid opening with County Purchasing Department.
 3. Attend pre-bid meeting and prepare addenda (as needed).
 4. Address contractor RFI's, prepare and issue addenda as required.
 5. Attend the bid opening, review/evaluate bids including alternated and formulate bid tabulation.
 6. Provide written recommendation to County staff.

VI. CONSTRUCTION ADMINISTRATION PHASE

- A. LA shall, as part of the Basic Services, visit the site at County's request to observe particular portions of the work identified by the County and to answer questions from the County as to whether those identified portions are, in general being performed in accordance with the Construction Documents. LA may also visit the site periodically to determine whether the completed construction portions of the work is in general conformance with the aesthetic intent of the Construction Documents. The LA will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. The total number of all such County-requested, and periodic, visits included in the basic services is twelve based on a 6 month construction schedule.
- B. Perform the following services as they relate to project components:
 1. Attend pre-construction conference;
 2. Respond to Requests for Information;
 3. Review and process shop drawings, product data and samples (submittals), limited to 2 reviews per submittal;
 4. Review 'as-build' drawings provided by contractor;
 5. Assist County in preparing work descriptions for Change Orders;
 6. Assist County in reviewing applications for payment from contractor;
 7. Assist County in preparing progress memoranda.

- C. Assist County in conducting a Final Observation of the Project to determine, in general, whether the items contained on the punch list have been completed or corrected and are in general conformance with the aesthetic intent of the Construction Documents.
- D. The Construction Observation Phase will terminate when final payment to the contractor is due, or in the absence of a final Certificate for Payment, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.
- E. For the construction phase services budget indicated in this proposal, it is anticipated that construction will be ongoing over a 6-month period from the letting date. Should the schedule for construction exceed this time frame, we request an addition monthly allowance of \$7,500.00 to accomplish the above outlined Phase II Scope of Services during the remaining period of the project.

VII. SURVEYS AND STUDIES

A. Geotechnical Engineering Study

- 1. Geotechnical Engineering Study - The broad objectives the Geotechnical Engineering Study will be to determine soil conditions at the site and to develop information concerning foundation design and construction recommendations for a pre-engineered pedestrian bridge. In addition, it will provide pertinent design and construction recommendations for the proposed trail elements to be constructed along the alignment, which may include retaining walls, concrete boardwalk and trails.

- 2. Field Study

Based on requests from the County in determining the geotechnical needs of the project, the following number of borings and boring depths are proposed:

Consideration	No. of Borings	Depth of Borings (ft)
Pedestrian Bridges	4	25
Retaining Wall	3	15
Boardwalk	3	15

Samples will be taken using conventional split-spoon, Shelby-tube, and NX rock core sampling techniques. Borings will be located in the field utilizing a recreation grade hand-held GPS device and/or tape and right angle measurements from existing benchmarks. Our scope of service does not include surveying in the boring locations. Brush Clearing for equipment is included. The borings will be backfilled utilizing auger cuttings generated during drilling activities.

- 3. Laboratory Study

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the subsurface soils. The testing program may include moisture content tests, Atterberg Limits (plasticity tests), unconfined compression test, and grain size analyses; however, the type and number of tests will be

based on the subsurface conditions encountered in the field.

4. Engineering Report

The results of the field and laboratory phases of the study will be reviewed by a staff of engineers and geologists. The results of review, together with the supporting field and laboratory data, will be presented in a single written, engineering report. Included therein will be recommendations concerning the design and construction of foundations for the pedestrian bridges, retaining walls, trail, and Permatrak Boardwalk. The Geotechnical Engineering Report will include the following information and recommendations, if applicable:

- a) A summary of the field and laboratory sampling and testing program
- b) Boring logs and laboratory testing results
- c) A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered
- d) Foundation design considerations and recommendations, including:
 - i. Types of shallow and deep foundations
 - ii. Available bearing pressures
 - iii. Lateral load resistance design parameters
 - iv. Groundwater considerations
- e) Foundation construction considerations, including:
 - i. Site drainage
 - ii. Site preparation
 - iii. Select fill materials
 - iv. Foundation excavations
 - v. Excavation considerations
- f) Trail paving thickness recommendations and construction guidelines, if required
- g) The final report will be reproduced in 1 spirally-bound copy and a digital PDF file will also be provided.

B. Topographic Survey

- 1. Topographical survey of an additional 1000' at minimum 20' wide along the proposed alignment to where proposed alignment has deviated from preliminary surveyed alignment. Locate all visible utility features and overhead obstructions along route. Hardwood trees 4" or greater to be located and tagged using City standards. Survey cross sections at maximum 50' intervals and grade breaks.
- 2. Prepare survey control sheets for project limits.

VIII. PRODUCTION SCHEDULE

The production schedule for the Phase II Scope of Services is set out in Attachment B, which is attached hereto and incorporated herein for all purposes.

IX. ADDITIONAL SERVICES

- A. All services requested by the County that are not listed in Phase II Scope of Services above are considered Additional Services. Additional Services are not included in the Basic Fee. Additional Services shall only be provided if previously authorized by the County and in accordance with the terms of the Original Agreement.
- B. Additional Services may include, but not be limited to, the following:
 - 1. Obtaining FIS and preparing floodplain permit for any structure encroach on floodplain.
 - 2. Retaining wall design from structural engineer for pedestrian bridge beyond bridge abutments.
 - 3. Structural engineering services not specifically outlined in Phase II Scope of Services.
 - 4. WPAP basin design.
 - 5. All required utility data including surface features and one call markings is included in survey. Additional SUE work not included.
 - 6. Detailed Flood Plain Analysis.
 - 7. FEMA Conditional Letter of Map Revision (CLOMR) and/or Letter of Map Revision (LOMR)
 - 8. Preparation or processing of any permits associated with the disturbance of Waters of the US in accordance with USACE 33 CFR and Section 404 of the Clean Water Act not described in the Basic Services
 - 9. Land Acquisition services
 - 10. Easement acquisition or vacation services
 - 11. Legal Lot Determinations
 - 12. Preparation of multi-use agreement(s) and exhibits
 - 13. Any services related to ROW acquisition
 - 14. Assistance or representation in litigation concerning the property of proposed project
 - 15. Preparation of Phased bid package(s) with reduced scope of items defined herein, including construction drawings and specifications
 - 16. Traffic Impact Analysis
 - 17. TxDOT roadway modifications
 - 18. Traffic Control Plans
 - 19. Construction Staking
 - 20. Conflict Resolution
 - 21. Preparation and processing of Waivers, Variances or Exceptions
 - 22. Services required after final acceptance of construction work
 - 23. Revisions to drawings previously approved by the County and regulatory entities due to changes in: Project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
 - 24. Preparation of presentation materials for marketing or purposes other than those described in the Phase II Scope of Services
 - 25. Public or other presentations beyond those described in the Phase II Scope of Services
 - 26. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in the Phase II Scope of Services
 - 27. Preparation of record documents from contractor's construction record drawings



- 28. Providing services other than those outlined in the Phase II Scope of Services.
- 29. Traffic study, signal design and/or modifications.
- 30. Design, plans, and construction phase services for the relocation of utilities.

X. COMPENSATION, HOURLY RATE SCHEDULE AND VENDOR REIMBURSEMENT POLICY

- A. The parties agree that §11.1 (Compensation) of the Original Agreement, is hereby amended as follows:

1. For the LA's Phase I Services, the County shall compensate the LA the "not-to-exceed" amount of:

Phase I Services Fees: \$50,000.00 (Previously Completed by LA and Paid by County)

2. For the LA's Phase II Services set out in this Amendment, the County shall compensate the LA the "not-to-exceed" amount of:

Phase II Services Fees: \$248,355.04

- B. The hourly billing rates for Additional Services (if any), which are set forth under Exhibit B of the Original Agreement, shall be amended as follows:

Principal	\$175.00 - \$250.00
Project Director/Director of Planning/Landscape Architecture	\$125.00 - \$200.00
Project Manager	\$100.00 - \$175.00
Landscape Architect, Planner, Designer Production	\$80.00 - \$150.00
Production, Technical, Administrative/Clerical	\$70.00 - \$100

- C. The Williamson County Vendor Reimbursement Policy was amended following the execution of the Original Agreement. The amended version of the Williamson County Vendor Reimbursement Policy, which is attached hereto as Attachment C, shall replace and supplant the prior version of the policy that was set out under Exhibit D of the Original Agreement.



XI. APPROVED AND ACCEPTED

This Amendment to Agreement for Landscape Architectural Services is approved and accepted by the County and LA upon both parties signing and dating the Amendment, and returning a signed copy to the LA. The effective date of the Amendment shall be the last date entered below.

**LA: RVE, INC. D/B/A RVi,
A TEXAS CORPORATION (LA)**

COUNTY: WILLIAMSON COUNTY, TEXAS

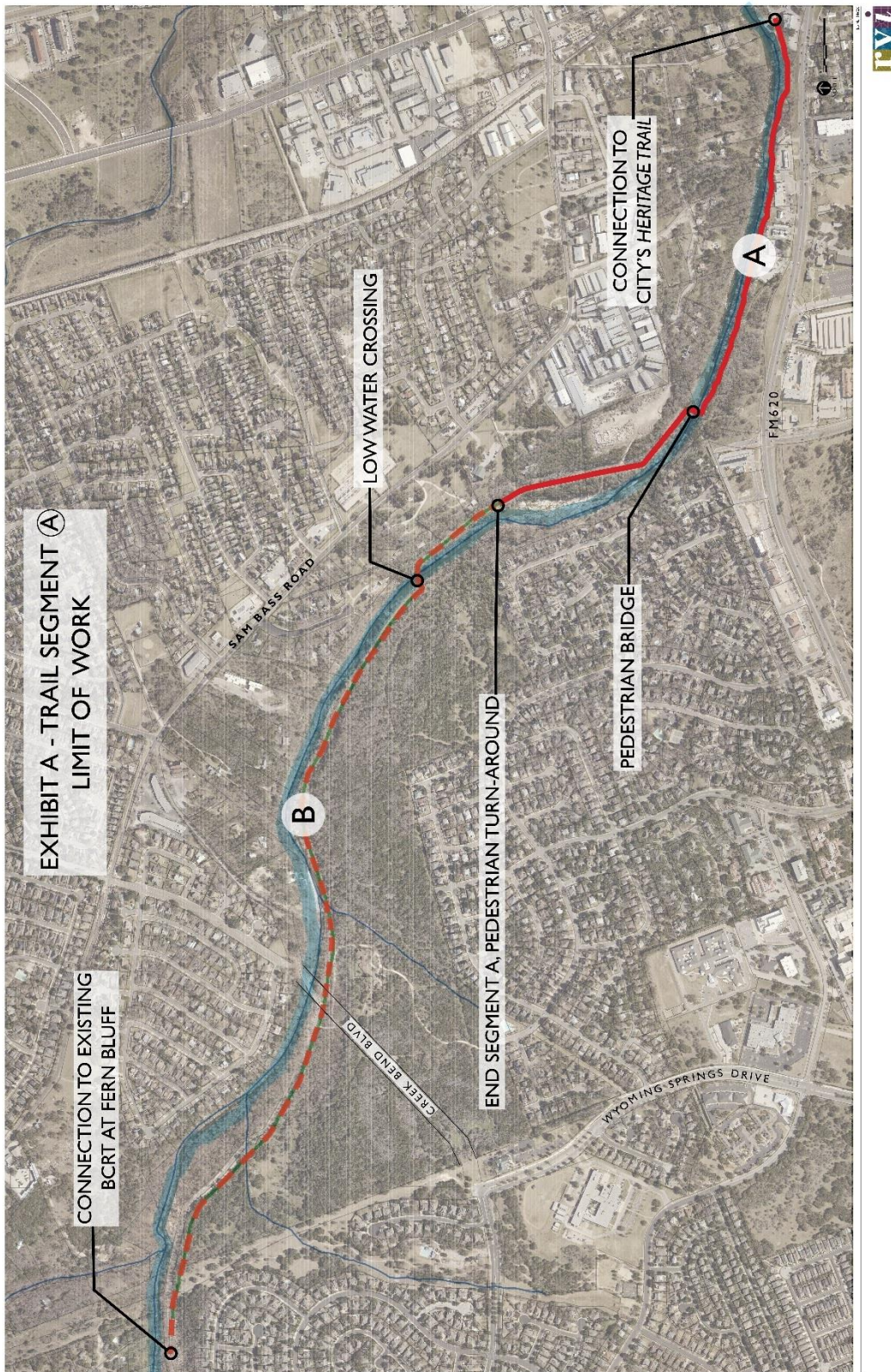
A handwritten signature in black ink that reads 'Barbara Austin'.

Barbara Austin
Principal | Director of Park Design

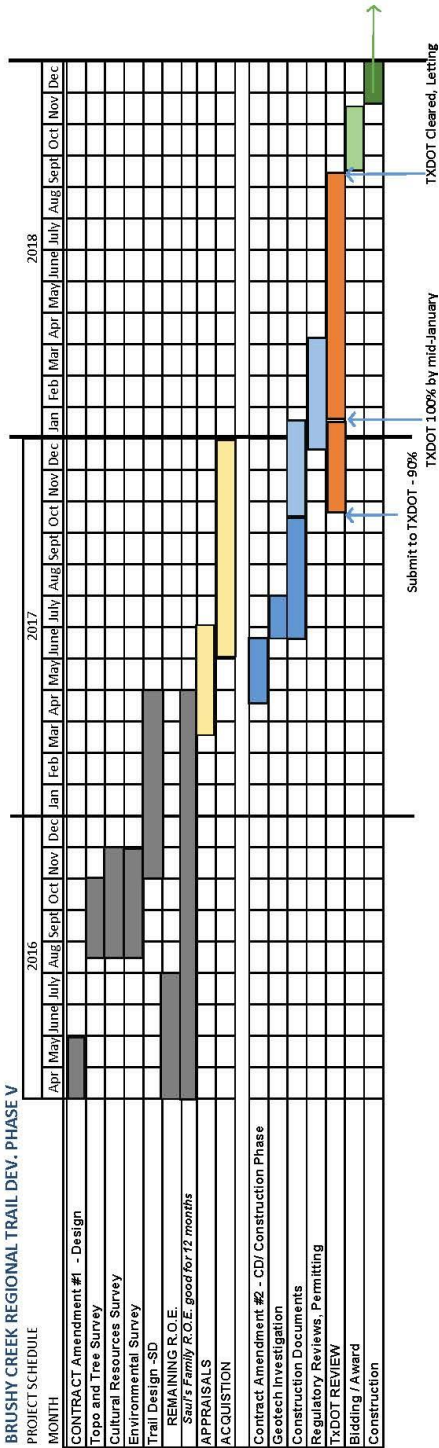
Dan A. Gattis
Williamson County Judge

5-18-2017
Date

_____, 2017
Date



ATTACHMENT B - SCHEDULE
 5/18/2017
 BRUSHY CREEK REGIONAL TRAIL DEV. PHASE V
 PROJECT SCHEDULE



ATTACHMENT C

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its

subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 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 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session**28.****Meeting Date:** 05/30/2017

participation in Regional Habitat Conservation Plan for a part of SW Bypass Seg 2 (access parcel)

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for a parcel of the project area for roadway construction related to SW Bypass Segment 2.

Background

Project is to construct a two-lane roadway (Short term) and a ultimately a multi-lane roadway (long term) from FM 2243 to IH 35 access road. This Participation covers a small parcel of Segment 2 comprising approximately 3.7 acres of the 51.515 acres of Segment 2. The specific 3.7 acre tract is to provide access from existing grade level to descend to the excavation level of a quarry through which the roadway will pass. The area is in the Edwards Limestone karst area and is being participated by the Williamson County Road Bond Program. Authorize County Judge or designee to sign (execute) Determination Letter and to execute Participation Agreement, when presented, for this project, WCCF file 20170523, and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsDetermination Letter WCCF 20170523graphic for access ramp parcel

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 10:45 AM

Started On: 05/24/2017 09:18 AM



Also by email to HNTB at
ceschberger@HNTB.com

Board of Directors
As of May 16, 2017

May 24, 2017

**Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626**

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

John Hesser
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Secretary to the Board
Gary Boyd,
Director, WCCF

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

Re: Project is a portion of Southwest Bypass Segment 2, a parcel limited to 3.7 acres of a 51.515 acre (2,243,977 Square Foot), tract of land situated in Part of the Joseph Thompson Survey, Abstract No. 608 and in part the John Powell Survey, Abstract No 491 in Williamson County, Texas; the 51.515 acres is described by metes and bounds as Exhibit C of the application for this participation; short term plans are to build a two-lane roadway as part of a longer term plan to construct a multilane roadway connecting FM 2243 with IH 35 access road; WCCF file number 20170523.

Dear Judge Gattis:

The following determination of fees relates to the referenced project area only as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

- 1. The enrollment fee for participation for the referenced project will be \$400.00. (Four Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 3.7 disturbance acres and is rounded up to the nearest acre. (3.7 x \$100/acre rounded up to nearest acre = \$400.00) No known or recognized habitat for Golden Cheeked Warbler or Black Capped Vireo exists within the project area.**
- 2. Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
- 3. A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
- 4. A portion of the Participation Agreement (“Memorandum of Participation”) is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the**

space at the bottom of this letter. Otherwise, please contact this office for filing instructions.

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,



Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~  
Agreed as to both form and substance:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~~~~  
Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

Karst Invertebrate Habitat Assessment for the Southwest Bypass Project, Segment II,
3.7-acre Access Road Ramp, Williamson County, Texas

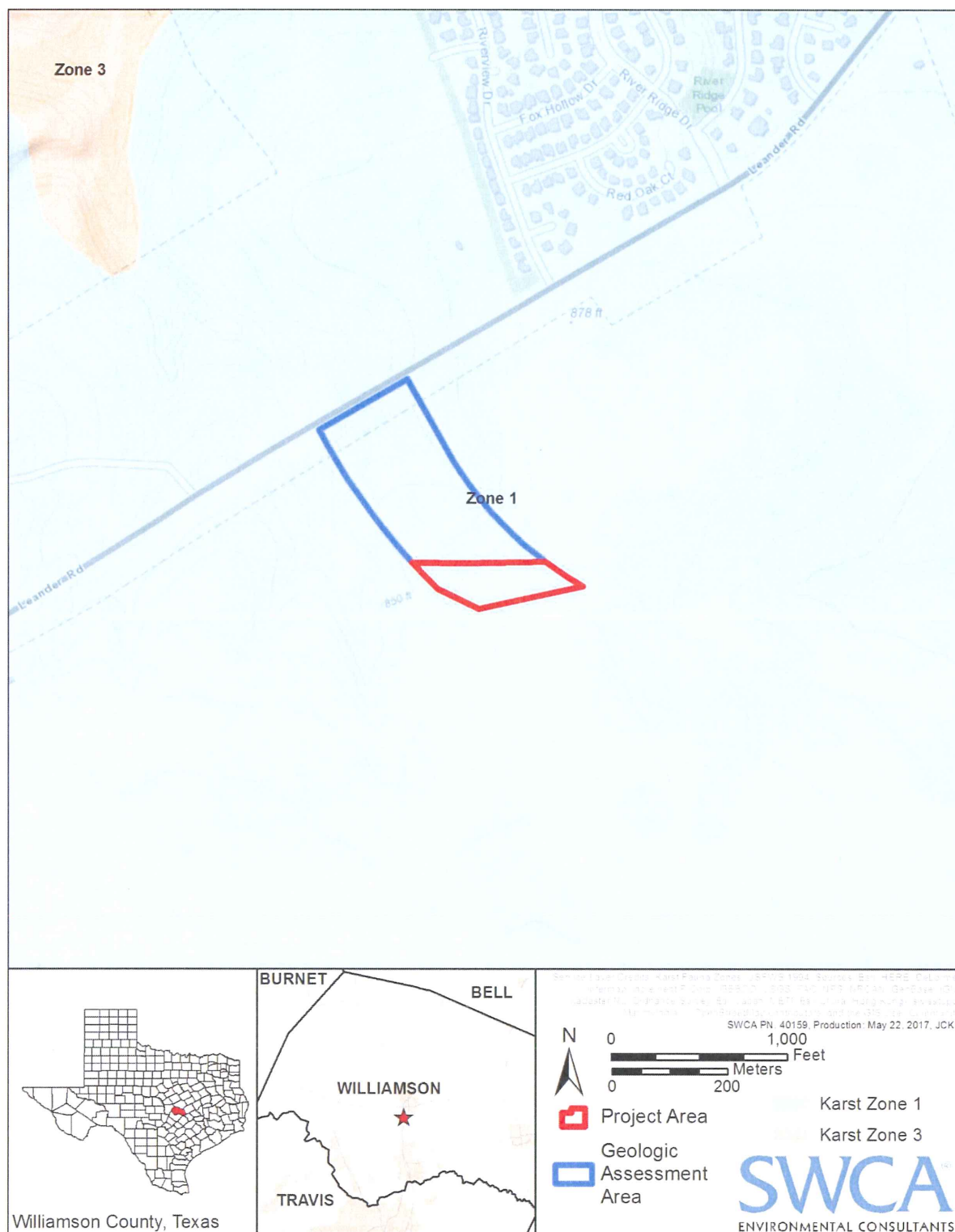


Figure 1. Project area location map showing geologic assessment area (SWCA 2017), karst zones, and karst survey (project) area.

Commissioners Court - Regular Session**29.****Meeting Date:** 05/30/2017

tobacco nomination

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a nominating a candidate to be considered for appointment to the Tobacco Settlement Permanent Trust Account Administration Committee.

Background

This nominee should have experience with the operations and finances of public hospitals, hospital districts, and counties in regards to healthcare expenditures. The term will expire August 31, 2023. An absolute commitment must be made to attend all committee meetings.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 05/22/2017

Reviewed By

Rebecca Clemons

Date

05/22/2017 11:56 AM

Started On: 05/22/2017 11:50 AM

Commissioners Court - Regular Session**30.****Meeting Date:** 05/30/2017

tobacco 2

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a nominating a candidate to be considered for appointment to the Tobacco Settlement Permanent Trust Account Investment Committee.

Background

The nominee to this committee should have experience with institutional investing and the term will expire August 31, 2023. An absolute commitment must be made to attend all committee meetings.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 05/22/2017

Reviewed By

Rebecca Clemons

Date

05/22/2017 11:56 AM

Started On: 05/22/2017 11:54 AM

Commissioners Court - Regular Session**31.****Meeting Date:** 05/30/2017

Hamala Retainer Ag

Submitted For: Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the retention of the law firm of Tiemann, Shahady & Hamala, P.C. to provide legal advice and assistance with statutory and regulatory requirements relating to transfer of permitting and regulation of on-site sewage facilities from the Williamson County and Cities Health District to the Williamson County Infrastructure Department; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsLegal Services Agreement - Hamala OSSF

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 05/22/2017

Reviewed By

Wendy Coco

Date

05/22/2017 09:14 AM

Started On: 05/19/2017 03:42 PM

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT

This ENGAGEMENT AGREEMENT (Agreement) is made by and between Williamson County, Texas, a political subdivision of the State of Texas (County) and Tiemann, Shahady & Hamala, P.C. (Firm).

County, in consideration of services to be rendered by Firm to County, retains Firm to provide legal services and counsel to include the services described below.

County and Firm agree:

Scope of Work:

This Agreement contemplates providing legal advice and assisting with statutory and regulatory requirements relating to transfer of permitting and regulation of on-site sewage facilities from the Williamson County and Cities Health District to the Williamson County Infrastructure Department. Such legal services shall include assisting County officials and employees, attending meetings and public hearings as required, drafting and reviewing documents, and performing other tasks as directed by the Williamson County Commissioners Court and Williamson County's Senior Director of Infrastructure.

Terms of Agreement:

This Agreement can only be amended by a written document signed by both County and the Firm. This Agreement is not transferable or assignable. This Agreement may be terminated by either party with a thirty (30) day written notice. This Agreement is effective upon signing and will continue as long as both parties agree to the scope of work and terms listed above and should not exceed \$40,000.00 in billable services in any given County fiscal year without express approval by the Williamson County Commissioners Court.

Compensation:

County agrees to compensate Firm for legal services based on the following hourly rates:

Attorneys

Richard Hamala	\$175/hour
Carl Shahady	\$175/hour

<u>Legal Assistant</u>	\$75/hour
------------------------	-----------

In addition to the above rates, copying charges and third party expenses paid or incurred by the Firm in the performance of legal services for the County will be invoiced without markup to the County.

Richard Hamala
Tiemann, Shahady & Hamala, P.C.
102 N. Railroad Ave
Pflugerville, TX 78660

Judge Dan A. Gattis,
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Date: _____

Date: _____

Commissioners Court - Regular Session**32.****Meeting Date:** 05/30/2017

Symetra Life Insurance Company Amendment No. 2 to Voluntary Short Term Disability Income Insurance

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Amendment NO. 2 as submitted by Symetra Life Insurance Company, for the Voluntary Short Term Disability Income Insurance Group Policy No. 01 016850.00, as an Amendment to the Policy Holder Williamson County effective March 26, 2017.

Background

This Amendment is to add language on Page 3 of the Amendment regarding Elimination period. (Note: Amendment hard copy received May 18, 2017.

If disability is due to an injury: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Symetra Life Insurance Company Voluntary Short Term Disability Amendment No.2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/23/2017

Reviewed By

Wendy Coco

Date

05/23/2017 11:48 AM

Started On: 05/23/2017 10:38 AM

AMENDMENT NO. 2
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:

Effective March 26, 2017:

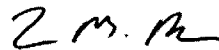
The following is amended:
Elimination Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1SV-1 Rev 3/99)

The effective date of this change is March 26, 2017, but will not be effective prior to an insured employee's effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.

Dated at Bellevue, WA, this 8th day of May, 2017.

Symetra Life Insurance Company



Thomas M. Marra,
President

Accepted by:

AMENDMENT NO. 2
Voluntary Short Term Disability Income Insurance

This amendment forms a part of the Group Policy No. 01 016850 00 and the certificate of coverage.

Policyholder: Williamson County

It is agreed that the following change is hereby made to the above-referenced Group Policy and Certificate:

Class 1:

Effective March 26, 2017:

The following is amended:
Elimination Period

The following page is affected by this change and is therefore replaced:
GDC-4500 12/05 (EE-1SV-1 Rev 3/99)

The effective date of this change is March 26, 2017, but will not be effective prior to your effective date of coverage. This change only applies to disabilities which start on or after this effective date. All other terms and provisions of the policy will apply other than as stated in this amendment.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Beneficiary Companion, Travel Assistance and Identity Theft Resolution Services Policy Rider

Rider Number: 1
Policyholder: Williamson County
Policy Number: 01 016850 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

Noninsurance Benefits

We may agree with the Policyholder to offer or provide to you the value-added benefits and services listed below. We have arranged for a third party service provider to give access to you to the services which relate to the line of insurance coverage the Policyholder has purchased. While we have arranged for this access, the third party service provider is liable to you for the provision of such services. We are not responsible for the provision of such services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such services by this third party service provider. If you wish to initiate a complaint or are requesting an appeal, please contact the vendor by calling 1-877-823-5807 and you will be guided through the complaint resolution process by the vendor. Please note that if the vendor fails to provide or continue to provide the services listed below, then no services are available, since we are not responsible for providing these services.

Beneficiary Companion services:

- Issue of a Beneficiary Companion Guidebook
- Access to Beneficiary Assistance Coordinators any time, any day of the week
- Assistance if a deceased's identity is stolen

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:

- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
- Social Security Administration
- Credit reporting agencies
- Credit card companies/financial institutions
- Third-party vendors
- Government agencies

Travel Assistance services:

- Help finding physicians, dentists and medical facilities.
- Free transportation under medical supervision to a hospital/treatment facility.
- Replacement of medication or eyeglasses.
- Monitoring during a medical emergency to determine if care is appropriate, or if evacuation is required.
- Arrangement for your traveling companion's return home if previously made arrangements are lost due to your medical emergency.
- Free transportation home for dependent children under the age of 16 who were traveling with you and are left unattended because of your hospitalization. A qualified escort will be arranged if necessary.
- Free round-trip transportation for one immediate family member or friend to visit you if you're traveling alone and are likely to be hospitalized for seven consecutive days.

Identity Theft Resolution services:

- Assistance completing an ID theft affidavit to submit to the proper authorities, credit bureaus and creditors.
- Help replacing credit, debit and membership cards.
- A credit report review with the beneficiary.
- Suppression of the deceased's credit report or an offer to freeze/close the account with credit bureaus.
- Full-service resolution assistance if the deceased's identity is stolen, including affidavit assistance, credit bureau and fraud department notification, help filing a police report, and creditor follow-up.

To obtain these benefits, contact Europ Assistance at 1-877-823-5807. You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

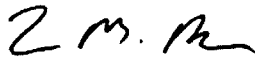
As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2016, but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

The provisions found in the Certificate(s) of Insurance will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company



By: Thomas M. Marra,
President

Instructions: Retain a copy with your policy.



Williamson County

01 016850 00

Employee Benefits

Insurance Certificate

VOLUNTARY SHORT TERM DISABILITY
INCOME INSURANCE

CLASS 1



**Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135**

Symetra Life Insurance Company is known as Symetra in this certificate.

"You" and "your" refer to the insured employee in this certificate.

This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.

Signed for Symetra at its Home Office as of the policy effective date.

**Michael Fry,
Executive Vice President**

**Thomas M. Marra,
President**

READ THIS CERTIFICATE CAREFULLY

GROUP SHORT TERM DISABILITY INSURANCE

CERTIFICATE OF COVERAGE

Policyholder: Williamson County

Policy Number: 01 016850 00

Policy Effective Date: January 1, 2016

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Texas and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

Amendment #2: Effective March 26, 2017

TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- disability defined
- details on calculating benefit payments
- exclusions and limitations that may apply

SECTION 5 - CLAIM INFORMATION

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class 1 = All full-time employees.

You must be working at least 30 hours per week.

Benefit Percentage = 60%

Maximum Payment Amount = \$1,500*

* We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

Minimum Payment Amount = \$50

We may apply all payments to you toward overpayments.

Elimination period = If disability is due to an injury: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.

If disability is due to a sickness: The later of 7 days or the date your salary continuation ends, the date your accumulated vacation time ends or the date accumulated sick leave ends.



SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN (continued)

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes overtime pay, but not commissions, bonuses or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = 13 weeks

Waiting Period:

If you are in an eligible class on or before the plan effective date: The first of the month following 60 days of continuous employment.

If you are entering an eligible class after the plan effective date: The first of the month following 60 days of continuous employment.

Cost of Coverage:

You pay the cost of your coverage.

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the first of the month following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

SUMMARY OF THE GENERAL INFORMATION SECTION 2

What will you find in this section?

- information we have access to
- how we use statements made in applying for coverage
- insurance fraud
- time limits for legal proceedings

What terms do we define in this section?

- you
- we
- us
- our
- employee
- employer
- insured
- plan

SECTION 2: GENERAL INFORMATION

WHAT IS THE CERTIFICATE OF COVERAGE?

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled
- to whom we make payments

AND

- the limitations, exclusions and requirements applying to a plan.

You means an employee who is eligible for the coverage of this plan.

We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.

Employee means a person who is a citizen or permanent resident of the United States in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.

Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.

Insured means a person covered under this plan.

Plan means a line of coverage under the policy.

SECTION 2: GENERAL INFORMATION (continued)

TO WHAT INFORMATION DO WE HAVE ACCESS?

The employer will give us information about you including:

- if you are eligible for coverage
- if your amount of coverage changes, including salary change information
- if your coverage terminates
- other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- prevent you from receiving coverage
- affect the amount of your coverage

OR

- effect or continue your coverage if it should not be in effect or continue in effect.

HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- reduce or deny any claim

OR

- cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You, your beneficiary, or your personal representative will receive a copy of the signed application.

SECTION 2: GENERAL INFORMATION (continued)

HOW WILL WE HANDLE INSURANCE FRAUD?

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

DOES THE EMPLOYER ACT AS YOUR AGENT?

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.

SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3

VOLUNTARY PLANS

What will you find in this section?

- eligibility for coverage
- waiting period
- when coverage becomes effective
- changing coverage under this plan
- what happens to coverage during a layoff, leave of absence or a family or medical leave of absence
- when coverage under this plan ends

What terms do we define in this section?

- waiting period
- active employment
- work site
- initial enrollment period
- layoff
- leave of absence
- evidence of insurability
- family or medical leave of absence

SECTION 3: ELIGIBILITY FOR COVERAGE

VOLUNTARY PLANS

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective;

OR

- the date you complete the waiting period.

WHAT IS YOUR WAITING PERIOD?

Your waiting period appears in the PLAN HIGHLIGHTS.

Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.

If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.

Active employment means you are:

- working for the employer at your work site for earnings the employer pays on a regular basis;

AND

- performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

Your work site must be:

- the employer's usual place of business;
- an alternative location if directed by the employer;

OR

- a location to which your occupation requires you to travel.

**SECTION 3: ELIGIBILITY FOR COVERAGE
(continued)**

VOLUNTARY PLANS

WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date	THEN	you may apply for a coverage option for the first enrollment period.
If you become eligible for coverage after the plan effective date	THEN	you may apply for a coverage option for the enrollment period in which you are first eligible.

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?

If you are rehired by the employer within the same plan year that your employment terminated, then:

- you will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated;

AND

- you may not change the plan or class of coverage during the rest of the plan year.

Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.

Enrollment period means the initial enrollment period and any re-enrollment period.

Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:

- if you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- if you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?

Your coverage will be effective on the later of:

1. the first day of the pay period for which contributions for your coverage are deducted;
- OR
2. the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date

THEN

your coverage is effective on your eligibility date

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply

THEN

your coverage is effective on the date you apply

For coverage applied for more than 31 days after the date you are first eligible to apply

THEN

your selected coverage will be effective on the first day following the date we approve your application.

For an increase in coverage applied for within 30 days of the effective date of a change in salary, and for decreases in coverage

THEN

the first day of the pay period for which contributions for your coverage are deducted

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAYOFF OR LEAVE OF ABSENCE?

Your employer may continue your coverage if you are on a layoff or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.

Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

WHEN IS EVIDENCE OF INSURABILITY REQUIRED?

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- premiums for the cost of your continued coverage are paid;
- AND
- your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to the greater of:

- the leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments;

OR

- the leave period required by applicable state law.

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- you will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition;

AND

- you will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of you, your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.

SECTION 3: ELIGIBILITY FOR COVERAGE (continued)

VOLUNTARY PLANS

WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?

Your coverage under this plan will end on the earliest of the following:

- the date the policy or plan terminates;
- the date you are no longer in an eligible class;
- the date your class is no longer eligible for coverage;
- the last day for which premium for your coverage has been paid;
- the date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- the date you cease active employment with the employer, unless you are disabled or on an approved layoff or leave of absence.

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

Strike Continuation provision:

You may continue your coverage for not more than six months while you are not in active employment because of a general work stoppage (including a strike or lockout) resulting from a labor dispute between the employer and your collective bargaining unit, subject to the following rules:

1. The premiums for your coverage during the work stoppage will equal 120% of the premium rate in effect under the policy on the date the work stoppage began. We have the right to change the premium rates during the work stoppage in accordance with the terms of the policy.
2. You must pay the entire premium for your coverage (including the employer's share) to your collective bargaining unit as each premium comes due during the work stoppage.
3. Your coverage during a work stoppage will end on the earliest of the following dates:
 - a. On any premium due date, if you fail to make the required premium payment to your collective bargaining unit on or before that date.
 - b. On the date six months after you last were in active employment.
 - c. On the date you begin full time employment with another employer.
 - d. At our option, on any premium due date, if less than 75% of the employees eligible to continue their coverage make the required premium payment to your collective bargaining unit.

SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4

What will you find in this section?

- what disability means
- when weekly payments start
- requirements of care from a doctor
- when will we not cover a disability
- our payment if you are disabled
- what are (are not) other income amounts
- cost of living increases to any other income amounts
- when weekly payments stop
- temporary recovery
- payment limitations
- what happens if the employer changes insurance plans

What terms do we define in this section?

- disability
- material and substantial duties
- regular occupation
- reasonable employment option
- sickness
- injury
- elimination period
- regular care
- doctor
- maximum weekly payment
- gross weekly payment
- minimum weekly payment
- maximum payment duration
- pre-existing condition
- treatment
- prior group insurance plan

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

WHAT DOES DISABILITY MEAN?

Disabled/Disability means our determination that your sickness or injury:

- **during the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to 20% of your pre-disability earnings,**
- **following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation and a reasonable employment option offered to you by the employer and, as a result, the income you are able to earn is less than or equal to 80% of your pre-disability earnings.**

Material and substantial duties are the duties that:

- **are normally required for the performance of the occupation;**
- AND**
- **cannot be reasonably omitted or changed.**

extended reg occ
w/ partial

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

Regular occupation means the occupation, as it is performed nationally, that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location.

Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.

Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.

Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.

Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.

Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.

non-occ

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?

Your disability must continue through the elimination period before we begin making payments to you.

Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

Regular care means:

- you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards;

AND

- you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.

Doctor means a person:

- regularly performing tasks that are within the limits of the person's medical license;

AND

- who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;
- with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; OR
- who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

WHEN WILL WE NOT COVER A DISABILITY?

We will not cover a disability if it is due to:

- war, declared or not, or any act of war;
- intentionally self-inflicted injuries or illness, while sane or insane;
- your active participation in a riot;
- your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- an injury arising out of, or in the course of, any work for wage or profit;
- a sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law, unless you are a partner or sole proprietor not covered by any of these acts or laws;
- your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;
- cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;
- an accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred; or
- an accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.

No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN 20% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum weekly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
- Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.

IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.

WHAT IF YOUR CURRENT INCOME FLUCTUATES?

If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.

Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.

Gross weekly payment means the weekly payment amount before we subtract other income amounts.

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to 1/7th of a full weekly payment for each day of the week you are disabled.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. any benefits and awards you receive or are eligible to receive under:
 - a. Workers' Compensation Law
 - b. occupational disease law
 - c. any other similar act or law
2. any disability income benefits you receive or are eligible to receive under:
 - a. any compulsory benefit act or law
 - b. any other group insurance plan with the employer or with an association
 - c. any other group insurance plan with another employer which you become insured under while you are disabled under this plan
 - d. any governmental retirement system as a result of your job with the employer
3. any benefits you receive from the employer's sick leave or formal salary continuation plan.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)

4. any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
5. any amounts you receive under any unemployment compensation law.
6. any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?

We will pay you a minimum weekly payment under this plan, subject to any overpayments.

DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items 1, 2 and 3a. We can reduce our payments to you by this estimated amount if:

- you have not been awarded such benefits but have not been denied such benefits;
- OR
- you have been denied such benefits and the denial is being appealed;
- OR
- you are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- you apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary;

AND

- you sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- then we will adjust our payments to you when you give us proof of the amount awarded;

OR

- we will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT ARE NOT OTHER INCOME AMOUNTS?

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- credit disability insurance
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and military disability income plans
- a retirement plan from another employer
- individual retirement accounts (IRA)
- informal salary continuation plan
- benefits from individual disability plans

WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- the date you are no longer disabled according to this plan;
- the date you reach the end of the maximum payment duration;

Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.

- the date your current income exceeds 80% of your pre-disability earnings. If your current income fluctuates, we may average amounts over a four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches 80% of your pre-disability earnings;
- the date you die;
- the date you fail to provide proof of continuing disability;
- the date you refuse to participate in an approved rehabilitation program;
- the date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- the date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- the date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary Wellness Programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHEN WILL OUR PAYMENTS TO YOU STOP? - continued

- The date you refuse to try or attempt to work with the assistance of:
 1. modifications made to your work environment, functional job elements or work schedule; or
 2. adaptive equipment or devices,that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;
- If you are considered to reside outside the United States. You will be considered to reside outside the United States if you have been outside the United States for a total period of 6 months or more during any 12 consecutive months of disability benefits.

SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS (continued)

WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?

If you return to work, earning more than 80% of your pre-disability earnings, and:

1. the same sickness or injury causes your disability to occur again within 14 consecutive days of the date the prior disability ended

OR

2. you become disabled again within 1 full day of the date the prior disability ended from a sickness or injury unrelated to the sickness or injury that caused your prior disability, then we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of coverage.

Treatment includes:

- consulting with a doctor;
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- taking prescribed medicines;
- being prescribed medicines;
- you should have been taking prescribed medicines but chose not to;
- receiving diagnostic measures.

**SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS
(continued)**

VOLUNTARY PLANS

WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for 12 months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

Pre-existing condition is a sickness or injury for which you received treatment within the 3 months prior to your effective date of your increase in coverage.

Treatment includes:

- consulting with a doctor;
- receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- taking prescribed medicines;
- being prescribed medicines;
- you should have been taking prescribed medicines but chose not to;
- receiving diagnostic measures.

SUMMARY OF THE CLAIM INFORMATION SECTION 5

What will you find in this section?

- notifying us of a claim
- giving us proof of claim
- filing a claim
- information needed in the proof of claim
- when payments to you begin
- who we make payments to

SECTION 5: CLAIM INFORMATION

WHEN DO YOU NOTIFY US OF A CLAIM?

You need to notify us in writing of your claim within 30 days after the date your disability begins. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us, or to an authorized agent of ours.

WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?

Early proof of claim will allow us to make a timely claim decision. You need to send to us written proof of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us within the stated time frames.

WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

SECTION 5: CLAIM INFORMATION

(continued)

WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?

Your proof of claim must include:

- that you are under the regular care of a doctor;
- the date your disability began;
- the cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- the extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- the name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

WHO DO WE MAKE PAYMENTS TO?

We will make all payments to you.

WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?

We have the right to recover overpayments due to:

- fraud;
- an error we make in processing your claim;
- your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

Commissioners Court - Regular Session**33.****Meeting Date:** 05/30/2017

Certificate of Insurance Rider Change to Symetra Life Insurance Company Schedule of Life Insurance Benefit

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Policy Rider as submitted by Symetra Life Insurance Company, for the change as amended to the Schedule of Insurance – Life Insurance Benefit for the Certificate of Insurance LGC 13500/TX-SCH 08/06, as an Amendment to the Policy Holder Williamson County effective date of change January 1, 2016.

Background

This Amendment is to add language on Page 1 of the Amendment to correct the Life Insurance Guarantee Issue Amount to \$100,000. Note: Amendment hardcopy received May 18, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Symetra Life Insurance Schedule of Life Insurance Policy Change](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/23/2017

Reviewed By

Wendy Coco

Date

05/23/2017 11:48 AM

Started On: 05/23/2017 10:46 AM



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Policy Rider

Rider Number: 2
Policyholder: Williamson County
Policy Number: 01 016850 00

The Certificate(s) of Insurance, Rider(s), Policy change(s) and certificate change(s) are attached to, incorporated in and made a part of, The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy, except as stated herein.

<u>Rider</u>	<u>Effective Date of Incorporation</u>	<u>Applicable to</u>
2	March 17, 2017	Class 1

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>
LGC 13500/TX-SCH 08/06	January 1, 2016

Certificate Change(s)

The following is amended:
Schedule of Insurance – Life Insurance Benefit

Certificate Page(s) Changed

LGC 13500/TX-SCH 08/06; Schedule of Insurance

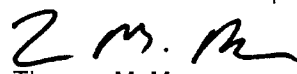
The provisions found in the certificate(s) will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and certificate(s) remain the same.

Williamson County

Symetra Life Insurance Company

By: _____

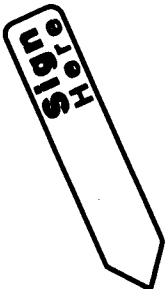
By: 
Thomas M. Marra
President

Title: _____

Date: _____

Date: May 2, 2017

Instructions: (1) Sign and return original to Symetra.
(2) Retain a copy with your policy.





Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Certificate Rider

Rider Number: 2
Policyholder: Williamson County
Policy Number: 01 016850 00

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-SCH 08/06	January 1, 2016	Class 1

Certificate Change(s)

The following is amended:
Schedule of Insurance – Life Insurance Benefit

Certificate Page(s) Changed

LGC 13500/TX-SCH 08/06; Schedule of Insurance

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.

Rider #2: Effective January 1, 2016



Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

Please Note: Death benefits will be reduced
if accelerated benefits are paid.

Class 1



CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder: Williamson County
Policy Number: 01 016850 00
Policy Effective Date: January 1, 2016
Policy Anniversary Date: January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Michael Fry, Executive Vice President

Thomas M. Marra, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Schedule of Insurance
Definitions
Eligibility and Enrollment
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Rider #2: Effective January 1, 2016

Symetra ® is a registered service mark of Symetra Life Insurance Company.

Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2016

Cost of Coverage:

Non-Contributory Coverage:

Basic Life Insurance
Basic Accidental Death and Dismemberment Insurance
Basic Dependent Life Insurance

Contributory Coverage:

Supplemental Life Insurance
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependent Life Insurance

Eligible Class(es) for Coverage: All full-time Active Employees working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Eligible Employees

Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following 60 days of continuous employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following 60 days of continuous employment.

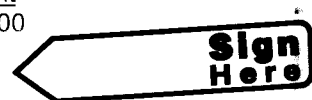
The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Employee

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	\$10,000	\$10,000	\$10,000

<u>Supplemental</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	\$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	\$300,000, not to exceed 6 x Earnings	\$100,000



Dependent

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1			
Spouse	\$5,000	\$5,000	\$5,000
Child			
birth to 6 months	\$1,000	\$1,000	\$1,000
6 months to 19 years; to age 26 if full-time student	\$2,000	\$2,000	\$2,000

Schedule of Insurance

<u>Supplemental</u> <u>Class 1</u>	<u>Benefit</u> <u>Amount</u>	<u>Benefit Maximum</u> <u>Amount</u>	<u>Guaranteed Issue</u> <u>Amount</u>
Spouse	\$5,000 to \$300,000 in increments of \$5,000 as selected by You on the enrollment card	\$300,000, not to exceed 100% of Your Supplemental Life Benefit Amount	\$25,000
Child			
birth to 6 months	\$1,000	\$1,000	\$1,000
6 months to 19 years; to age 26 if full-time student	\$2,000, \$5,000 or \$10,000	\$10,000	\$10,000

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Employee

<u>Basic</u> Class 1	<u>Principal Sum</u> \$10,000	<u>Principal Maximum</u> <u>Sum</u> \$10,000
<u>Supplemental</u> Class 1	<u>Principal Sum</u> \$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	<u>Principal Maximum</u> <u>Sum</u> \$300,000, not to exceed 6 x Earnings

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount: 10% of Basic and Supplemental AD&D Principal Sum
 Seat Belt Maximum Amount: \$10,000
 Seat Belt Minimum Amount: \$1,000

Air Bag Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum
 Air Bag Maximum Amount: \$5,000

Repatriation Benefit

Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$5,000

Child Education Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$2,500
 Minimum Amount: \$1,250

Day Care Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$2,500
 Minimum Amount: \$1,250

Schedule of Insurance

Rehabilitation Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount: \$2,500

Coma Benefit

Waiting Period: 30 days
Maximum Amount: 100% of Basic and Supplemental AD&D payments under The Policy for the Injury

Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Reduction in Coverage Due to Age

Applies to Basic Life Insurance, Basic Accidental Death and Dismemberment Insurance, Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You to the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Your % Reduction
65	65%
70	45%
75	30%
80	20%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

Applies to Basic Spouse Life Insurance and Supplemental Spouse Life Insurance:

We will reduce the Life Insurance Benefit for Your Spouse to the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) Your spouse becomes covered under The Policy; or
- 2) Your Spouse's coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Your Spouse's % Reduction
65	65%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

Your Spouse's coverage terminates when You attain age 70.

Definitions

Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Common Carrier

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Contributory Coverage

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage who:
 - a) live with You in a regular parent-child relationship; or
 - b) You claimed as a dependent on Your last filed federal income tax return including court appointed grandchildren You are the legal guardian of;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 19;
- 2) age 19, but under age 26 and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 3) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

Dependent

means Your Spouse and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

Earnings

means Your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the date of Loss.

Definitions

Employer

means the Policyholder.

Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Definitions

Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Spouse

means Your Spouse who is not legally separated or divorced from You.

The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our

means the insurance company named on the face page of The Policy.

You or Your

means the person to whom this certificate is issued.

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Eligibility and Enrollment

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Dependent Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Period of Coverage

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Change in Coverage: *When may I change my coverage or coverage for my Dependent?*

After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Period of Coverage

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the pay period following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the last day of the pay period following the date You or Your Employer terminates Your employment; or
- 5) the last day of the pay period following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage;
- 5) the date the Dependent no longer meets the definition of Dependent; or
- 6) the date You reach age 70;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage may be continued until the last day of the 12th month after the date You became disabled, as defined in the Group Disability Insurance Policy.

Period of Coverage

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 19 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 19.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Basic and Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

Period of Coverage

Disabled: *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 24 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

Period of Coverage

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;
or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Benefits

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any amount of Life Insurance or amount of Dependent Life Insurance for the deceased person which was elected within the two year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This two year period includes the time group life insurance coverage was in force under the Prior Policy.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$232,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 24 months or less.

Benefits

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Benefits

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Benefits

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy.

The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$300,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Dependent be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Benefits

Effect of Portability on other Provisions: *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia)	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia)	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye	One-Half of Principal Sum
Speech or Hearing in Both Ears	One-Half of Principal Sum
Movement of One Limb (Uniplegia)	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

Benefits

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Benefits

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Benefits

Student means Your Child who on the date of Your death:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Benefits

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

Benefits

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while Intoxicated; or
- 8) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 90 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

General Provisions

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

General Provisions

Legal Actions: *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

Important information regarding your Certificate of Insurance:

This Certificate evidencing your insurance coverage is made available to you by your group insurance policyholder.

Symetra Life Insurance Company is only responsible for the accuracy of the Certificate which Symetra provides to the policyholder. The policyholder is **solely** responsible for the accuracy of the information contained herein.

From time to time your Certificate may be modified by Symetra, and an updated electronic Certificate will be made available to you by the policyholder. You are advised to periodically review your Certificate to ensure that you have the most current version.

You have the right to request a paper copy of your current Certificate at any time. If you wish to receive a paper copy of your Certificate you may obtain one by contacting the policyholder.

TEXAS TOLL-FREE TELEPHONE NUMBER AND INFORMATION AND COMPLAINT NOTICES

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Symetra's toll-free telephone number for information or to make a complaint at:

1-800-426-7784

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact Symetra first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Symetra para información o para someter una queja al:

1-800-426-7784

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no se resuelta, puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Telephone: 1-800-SYMETRA or 1-800-796-3872

EMPLOYEE ACCELERATED BENEFIT INSURANCE WHAT YOU SHOULD KNOW

DISCLOSURE: The accelerated benefit offered under this policy may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Favorable tax treatment would allow the benefits to be excluded from your income subject to federal taxation, and would depend upon factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. Due to the complexity of tax laws, you are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under federal law.

Receipt of accelerated benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), Supplemental Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect your, your spouse's and your family's eligibility for public assistance.

Symetra Life Insurance Company (Symetra Life) will pay the Accelerated Benefit subject to the terms of the Employee Accelerated Benefit Insurance provisions and all other provisions of the group policy. These provisions are on the LGC 13500-BEN pages of your Employee Certificate. Please read your Employee Certificate carefully.

Briefly, however, the Accelerated Benefit is available when you have given Symetra Life satisfactory evidence, including a licensed physician's certificate, you have 24 months or less to live. Symetra Life may require the physician's certificate to be from a physician that Symetra Life chooses.

Payment of the Accelerated Benefit will affect the death benefit. Any Accelerated Benefit amount paid will be paid to you in a lump sum. The amount of insurance will be reduced by the amount of the lump sum payment.

For example:

For an employee with an amount of insurance of \$10,000 who chooses the 50% accelerated benefit option:

\$ 10,000	amount of insurance in force before accelerated benefit payment
- \$ 5,000	amount of accelerated benefit payment
\$ 5,000	amount of insurance remaining after accelerated benefit payment



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Incorporation Provision

Beneficiary Companion, Travel Assistance and Identity Theft Resolution Services Policy Rider

Rider Number: 1
Policyholder: Williamson County
Policy Number: 01 016850 00

The following provision is hereby added to the above-referenced Group Policy and Certificate of Insurance. This Rider does not vary, waive, alter or extend any of the terms, conditions or provisions of The Policy.

Noninsurance Benefits

We may agree with the Policyholder to offer or provide to you the value-added benefits and services listed below. We have arranged for a third party service provider to give access to you to the services which relate to the line of insurance coverage the Policyholder has purchased. While we have arranged for this access, the third party service provider is liable to you for the provision of such services. We are not responsible for the provision of such services nor are we liable for the failure of the provision of the same. Further, we are not liable to you for the negligent provision of such services by this third party service provider. If you wish to initiate a complaint or are requesting an appeal, please contact the vendor by calling 1-877-823-5807 and you will be guided through the complaint resolution process by the vendor. Please note that if the vendor fails to provide or continue to provide the services listed below, then no services are available, since we are not responsible for providing these services.

Beneficiary Companion services:

- Issue of a Beneficiary Companion Guidebook
- Access to Beneficiary Assistance Coordinators any time, any day of the week
- Assistance if a deceased's identity is stolen

Dedicated Beneficiary Assistance Coordinators are available 24/7 to:

- Answer any questions
- Offer guidance on how to obtain death certificate copies
- Manage notifications, including:
 - Social Security Administration
 - Credit reporting agencies
 - Credit card companies/financial institutions
 - Third-party vendors
 - Government agencies

Travel Assistance services:

- Help finding physicians, dentists and medical facilities.
- Free transportation under medical supervision to a hospital/treatment facility.
- Replacement of medication or eyeglasses.
- Monitoring during a medical emergency to determine if care is appropriate, or if evacuation is required.
- Arrangement for your traveling companion's return home if previously made arrangements are lost due to your medical emergency.
- Free transportation home for dependent children under the age of 16 who were traveling with you and are left unattended because of your hospitalization. A qualified escort will be arranged if necessary.
- Free round-trip transportation for one immediate family member or friend to visit you if you're traveling alone and are likely to be hospitalized for seven consecutive days.

Identity Theft Resolution services:

- Assistance completing an ID theft affidavit to submit to the proper authorities, credit bureaus and creditors.
- Help replacing credit, debit and membership cards.
- A credit report review with the beneficiary.
- Suppression of the deceased's credit report or an offer to freeze/close the account with credit bureaus.
- Full-service resolution assistance if the deceased's identity is stolen, including affidavit assistance, credit bureau and fraud department notification, help filing a police report, and creditor follow-up.

To obtain these benefits, contact Europ Assistance at 1-877-823-5807. You may obtain a complete description of these services in the additional materials given to you by the Policyholder.

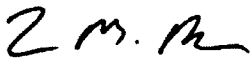
As an insured employee, you and your family members have access to these programs at no additional charge. Termination of these services will occur if your coverage under the group policy terminates for any reason, or in the event that the Policyholder chooses to discontinue these services.

The effective date of these changes is January 1, 2016 but will not be effective prior to an insured person's effective date of coverage. All other terms and provisions of the policy will apply other than as stated in this amendment.

The provisions found in the Certificate(s) of Insurance will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, The Policy and Certificate(s) of Insurance remain the same.

Symetra Life Insurance Company



By: Thomas M. Marra,
President

Instructions: Retain a copy with your policy.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Certificate Rider

Rider Number: 2
Policyholder: Williamson County
Policy Number: 01 016850 00

The Rider(s) form a part of the Certificate of Insurance given in connection with The Policy. The Rider(s) do not vary, waive, alter or extend any of the terms, conditions or provisions of the Certificate of Insurance, except as stated herein.

<u>Certificate of Insurance</u>	<u>Effective Date of Change</u>	<u>Applicable to</u>
LGC 13500/TX-SCH 08/06	January 1, 2016	Class 1

Certificate Change(s)

The following is amended:
Schedule of Insurance – Life Insurance Benefit

Certificate Page(s) Changed

LGC 13500/TX-SCH 08/06; Schedule of Insurance

The provisions found in the certificate will control the benefit plan, period of coverage, exclusions, claims and other general policy provisions pertaining to state insurance law requirements.

In all other respects, the certificate remains the same.

Rider #2: Effective January 1, 2016



Symetra Life Insurance Company

Group Life Insurance

CERTIFICATE

Please Note: Death benefits will be reduced
if accelerated benefits are paid.

Class 1



CERTIFICATE OF INSURANCE

Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135
(An insurance company)

Policyholder: Williamson County
Policy Number: 01 016850 00
Policy Effective Date: January 1, 2016
Policy Anniversary Date: January first of each year beginning in 2017

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for The Company

Michael Fry, Executive Vice President

Thomas M. Marra, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Schedule of Insurance
Definitions
Eligibility and Enrollment
Period of Coverage
Benefits
General Provisions

Rider #2: Effective January 1, 2016

Symetra ® is a registered service mark of Symetra Life Insurance Company.

Schedule of Insurance

The benefits described herein are those in effect as of: January 1, 2016

Cost of Coverage:

Non-Contributory Coverage:

Basic Life Insurance
Basic Accidental Death and Dismemberment Insurance
Basic Dependent Life Insurance

Contributory Coverage:

Supplemental Life Insurance
Supplemental Accidental Death and Dismemberment Insurance
Supplemental Dependent Life Insurance

Eligible Class(es) for Coverage: All full-time Active Employees working a minimum of 30 hours each week who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

Class 1 All Eligible Employees

Eligibility Waiting Period for Coverage:

If You are Actively at Work for the Employer on the Policy Effective Date: The first of the month following 60 days of continuous employment.

If You start working for the Employer after the Policy Effective Date: The first of the month following 60 days of continuous employment.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a full-time Active Employee with the Employer under the Prior Policy.

Life Insurance Benefit

Employee

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	\$10,000	\$10,000	\$10,000

<u>Supplemental</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1	\$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	\$300,000, not to exceed 6 x Earnings	\$100,000

Dependent

<u>Basic</u>	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
Class 1			
Spouse	\$5,000	\$5,000	\$5,000
Child			
birth to 6 months	\$1,000	\$1,000	\$1,000
6 months to 19 years; to age 26 if full-time student	\$2,000	\$2,000	\$2,000

Schedule of Insurance

<u>Supplemental</u> <u>Class 1</u>	<u>Benefit</u> <u>Amount</u>	<u>Benefit Maximum</u> <u>Amount</u>	<u>Guaranteed Issue</u> <u>Amount</u>
Spouse	\$5,000 to \$300,000 in increments of \$5,000 as selected by You on the enrollment card	\$300,000, not to exceed 100% of Your Supplemental Life Benefit Amount	\$25,000
Child			
birth to 6 months	\$1,000	\$1,000	\$1,000
6 months to 19 years; to age 26 if full-time student	\$2,000, \$5,000 or \$10,000	\$10,000	\$10,000

Accidental Death and Dismemberment Insurance Benefit (AD&D)

Employee

<u>Basic</u> Class 1	<u>Principal Sum</u> \$10,000	<u>Principal Maximum</u> <u>Sum</u> \$10,000
<u>Supplemental</u> Class 1	<u>Principal Sum</u> \$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	<u>Principal Maximum</u> <u>Sum</u> \$300,000, not to exceed 6 x Earnings

Additional Accidental Death and Dismemberment Insurance Benefits

Seat Belt and Air Bag Coverage

Seat Belt Benefit Amount: 10% of Basic and Supplemental AD&D Principal Sum
 Seat Belt Maximum Amount: \$10,000
 Seat Belt Minimum Amount: \$1,000

Air Bag Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum
 Air Bag Maximum Amount: \$5,000

Repatriation Benefit

Benefit Amount: 5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$5,000

Child Education Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$2,500
 Minimum Amount: \$1,250

Day Care Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
 Maximum Amount: \$2,500
 Minimum Amount: \$1,250

Schedule of Insurance

Rehabilitation Benefit

Benefit Amount: 2.5% of Basic and Supplemental AD&D Principal Sum
Maximum Amount: \$2,500

Coma Benefit

Waiting Period: 30 days
Maximum Amount: 100% of Basic and Supplemental AD&D payments under The Policy for the Injury

Reduction in Amount of Life Insurance

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

Reduction in Coverage Due to Age

Applies to Basic Life Insurance, Basic Accidental Death and Dismemberment Insurance, Supplemental Life Insurance and Supplemental Accidental Death and Dismemberment Insurance:

We will reduce the Life Insurance Benefit and Principal Sum for You to the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) You become covered under The Policy; or
- 2) Your coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Your % Reduction
65	65%
70	45%
75	30%
80	20%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

Applies to Basic Spouse Life Insurance and Supplemental Spouse Life Insurance:

We will reduce the Life Insurance Benefit for Your Spouse to the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) Your spouse becomes covered under The Policy; or
- 2) Your Spouse's coverage increases;

on or after the date You attain age 65.

Percentage to which the original amount of coverage will be reduced:

Your Age	Your Spouse's % Reduction
65	65%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.

Your Spouse's coverage terminates when You attain age 70.

Definitions

Active Employee

means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Actively at Work

means at work with Your Employer on a day that is one of Your Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your job:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will also consider You to be Actively At Work on any regularly scheduled vacation day or holiday, only if You were Actively At Work on the preceding scheduled work day.

Common Carrier

means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by that concern.

Common Carrier will not mean any such conveyance which is hired or used for a sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed.

Contributory Coverage

means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

Dependent Child

means:

- 1) Your unmarried children, stepchildren, legally adopted children; or
- 2) any other children related to You by blood or marriage who:
 - a) live with You in a regular parent-child relationship; or
 - b) You claimed as a dependent on Your last filed federal income tax return including court appointed grandchildren You are the legal guardian of;

provided such children are primarily dependent upon You for financial support and maintenance and are:

- 1) from live birth to age 19;
- 2) age 19, but under age 26 and in full-time attendance (at least 12 course credit hours per semester) at an accredited institution of learning. If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student continues to qualify as a Dependent; or
- 3) age 19 or older and disabled. Such children must have become disabled before attaining age 19. You must submit proof, satisfactory to Us, of such children's disability.

Dependent

means Your Spouse and Your Dependent Child. A Dependent must be a citizen or legal resident of the United States. Any person who is in full-time military service cannot be a Dependent.

Earnings

means Your regular annual rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the most recent date immediately prior to the date of Loss.

Definitions

Employer

means the Policyholder.

Guaranteed Issue Amount

means the amount of Life Insurance for which We do not require Evidence of Insurability. The Guaranteed Issue Amount is shown in the Schedule of Insurance.

Injury

means bodily Injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes;

which occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound;
or
- 2) medical or surgical treatment of a sickness or disease;

is not considered as resulting from Injury.

Motor Vehicle

means a self-propelled, four or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

Non-Contributory Coverage

means coverage for which You are not required to contribute toward the cost. Non-Contributory Coverage is shown in the Schedule of Insurance.

Normal Retirement Age

means the Social Security Normal Retirement Age under the most recent amendments to the United States Social Security Act. It is determined by Your date of birth, as follows:

Year of Birth	Normal Retirement Age	Year of Birth	Normal Retirement Age
1937 or before	65	1955	66 + 2 months
1938	65 + 2 months	1956	66 + 4 months
1939	65 + 4 months	1957	66 + 6 months
1940	65 + 6 months	1958	66 + 8 months
1941	65 + 8 months	1959	66 + 10 months
1942	65 + 10 months	1960 or after	67
1943 through 1954	66		

Physician

means a legally qualified Physician or surgeon other than a Physician or surgeon who is Related to You by blood or marriage.

Definitions

Prior Policy

means, if applicable, the group life insurance policy carried by the Employer on the day before the Policy Effective Date.

Related

means Your Spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Spouse

means Your Spouse who is not legally separated or divorced from You.

The Policy

means The Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Us or Our

means the insurance company named on the face page of The Policy.

You or Your

means the person to whom this certificate is issued.

Eligibility and Enrollment

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date on which You complete the Eligibility Waiting Period for Coverage; or
- 3) the date You become a member of an Eligible Class.

Eligibility for Dependent Coverage: *When will I become eligible for Dependent Coverage?*

You will become eligible for Dependent coverage on the later of:

- 1) the date You become insured for employee coverage; or
- 2) the date You acquire Your first Dependent.

You may not elect coverage for Your Dependent if such Dependent is covered as an employee under The Policy. No person can be insured as a Dependent of more than one employee under The Policy.

Enrollment: *How do I enroll for coverage for myself and my Dependents?*

For Non-Contributory Coverage, Your Employer will automatically enroll You. However, You will need to complete a beneficiary designation form.

To enroll for Contributory Coverage, You must:

- 1) complete and sign a group insurance enrollment form, satisfactory to Us; and
- 2) deliver it to Your Employer.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll, You may only enroll:

- 1) during an Annual Enrollment Period if designated by the Policyholder; or
- 2) within 31 days of the date You have a Change in Family Status.

Any enrollment may be subject to the Evidence of Insurability Requirements provision.

Evidence of Insurability Requirements: *When will I first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

If Your Evidence of Insurability is not satisfactory to Us:

- 1) Your amount of Life Insurance will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) You will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Eligibility and Enrollment

Dependent Evidence of Insurability Requirements: *When will my Dependent first be required to provide Evidence of Insurability?*

We require Evidence of Insurability, satisfactory to Us, for initial coverage, if You:

- 1) enroll for Your Dependent coverage more than 31 days after the date You are first eligible to enroll, including electing initial coverage after a Change in Family Status;
- 2) enroll for an amount of Dependent Life Insurance greater than the Guaranteed Issue Amount, regardless of when You enroll for coverage; or
- 3) were eligible for any coverage under the Prior Policy, but did not enroll and later choose to enroll for that coverage under The Policy.

However, no Evidence of Insurability will be required if the amount of Life Insurance for Your Dependent Child is \$15,000 or less.

If Your Dependent Evidence of Insurability is not satisfactory to Us:

- 1) the amount of Dependent Life Insurance will equal the amount for which Your Dependent was eligible without providing Evidence of Insurability, provided You enrolled within 31 days of the date You were first eligible to enroll; or
- 2) Your Dependent will not be covered under The Policy if You enrolled more than 31 days after the date You were first eligible to enroll.

Evidence of Insurability: *What is Evidence of Insurability?*

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physicians' statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You or Your Dependent are insurable for initial coverage or an increase in coverage under The Policy.

You will be notified in writing of Our determination of any Evidence of Insurability submission.

Change in Family Status: *What constitutes a Change in Family Status?*

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your Spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your Spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your Spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

Period of Coverage

Effective Date: *When does my coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible.

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible.

Any coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible; or
- 2) the date We approve Your Evidence of Insurability.

However, all Effective Dates of coverage are subject to the Deferred Effective Date provision.

Deferred Effective Date: *When will my effective date for coverage or a change in my coverage be deferred?*

If, on the date You are to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

You are not Actively at Work due to a physical or mental condition such coverage will not start until the date You are Actively at Work.

Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy?*

Your initial coverage under The Policy will begin, and will not be deferred if, on the day before the Policy Effective Date, You were insured under the Prior Policy, but on the Policy Effective Date You were not Actively at Work and would otherwise meet the Eligibility requirements of The Policy. However, Your amount of Insurance will be the lesser of the amount of Life Insurance and Accidental Death and Dismemberment Principal Sum:

- 1) You had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Such amount of insurance under this provision is subject to any reductions in The Policy and will not increase.

Coverage provided through this provision ends on the first to occur of:

- 1) the last day of a period of 12 consecutive months after the Policy Effective Date;
- 2) the date Your insurance terminates for any reason shown under the Termination provision;
- 3) the last day You would have been covered under the Prior Policy, had the Prior Policy not terminated; or
- 4) the date You are Actively at Work.

However, if the coverage provided through this provision ends because You are Actively at Work, You may be covered as an Active Employee under The Policy.

Dependent Effective Date: *When does Dependent coverage start?*

Non-Contributory Coverage, for which Evidence of Insurability is not required, will start on the date You become eligible for Dependent coverage.

Period of Coverage

Contributory Coverage, for which Evidence of Insurability is not required, will start on the latest to occur of:

- 1) the date You become eligible for Dependent coverage, if You have enrolled on or before that date;
- 2) the first of the month following the last day of any Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll, if You do so within 31 days from the date You are eligible for Dependent coverage.

Coverage, for which Evidence of Insurability is required, will become effective on the later of:

- 1) the date You become eligible for Dependent coverage; or
- 2) the date We approve Your Dependent Evidence of Insurability.

In no event will Dependent coverage become effective before You become insured.

Dependent Deferred Effective Date: *When will the effective date for Dependent coverage or a change in coverage be deferred?*

If, on the date Your Dependent, other than a newborn, is to become covered:

- 1) under The Policy;
- 2) for increased benefits; or
- 3) for a new benefit;

he or she is:

- 1) confined in a hospital; or
- 2) Confined Elsewhere;

such coverage will not start until he or she:

- 1) is discharged from the hospital; or
- 2) is no longer Confined Elsewhere;

and has engaged in all the normal and customary activities of a person of like age and gender, in good health, for at least 15 consecutive days.

This Deferred Effective Date provision will not apply to Disabled children who qualify under the definition of Dependent Child.

Confined Elsewhere means Your Dependent is unable to perform, unaided, the normal functions of daily living, or leave home or other place of residence without assistance.

Dependent Continuity from a Prior Policy: *Is there continuity of coverage from a Prior Policy for my Dependent?*

If, on the day before the Policy Effective Date, You were covered with respect to Your Dependent under the Prior Policy, the Deferred Effective Date provision will not apply to initial coverage under The Policy for such Dependent. However, the Dependent amount of Insurance will be the lesser of the amount of Life Insurance:

- 1) they had under the Prior Policy; or
- 2) shown in the Schedule of Insurance;

reduced by any coverage amount:

- 1) that is in force, paid or payable under the Prior Policy; or
- 2) that would have been so payable under the Prior Policy had timely election been made.

Change in Coverage: *When may I change my coverage or coverage for my Dependent?*

After Your initial enrollment, You may increase or decrease coverage for You or Your Dependent or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

Period of Coverage

Effective Date for Changes in Coverage: *When will changes in coverage become effective?*

Any decrease in coverage will take effect on the date of the change.

Any increase in coverage will take effect on the latest of:

- 1) the date of the change;
- 2) the date requirements of the Deferred Effective Date provision are met; or
- 3) the date Evidence of Insurability is approved, if required.

Increase in Amount of Life Insurance: *If I request an increase in the amount of Life Insurance for myself or my Dependent, must we provide Evidence of Insurability?*

If You or Your Dependent are:

- 1) already enrolled for an amount of Life Insurance under The Policy, then You and Your Dependent must provide Evidence of Insurability for any increase; or
- 2) not already enrolled for Life Insurance under The Policy, You and Your Dependent must provide Evidence of Insurability for any amount of coverage, including an initial amount of Life Insurance.

In any event, if the amount of Insurance You request is greater than the Guaranteed Issue Amount, You or Your Dependent, as applicable, must provide Evidence of Insurability.

If Your Evidence of Insurability is not satisfactory to Us, the amount of Insurance You had in effect on the date immediately prior to the date You requested the increase will not change.

If Your Dependent Evidence of Insurability is not satisfactory to Us, the amount of Insurance he or she had in effect on the date immediately prior to the date You requested the increase will not change.

Increase in Amount of Life Insurance: *If my amount of Life Insurance increases because my Earnings increase, must I provide Evidence of Insurability?*

If Your amount of Insurance is based on a multiple of Your Earnings, You must provide Evidence of Insurability if Your Earnings increase such that Your amount of Insurance is greater than the Guaranteed Issue Amount.

Additionally, once approved, We require Evidence of Insurability again if Your amount of Insurance:

- 1) is greater than the Guaranteed Issue Amount; and
- 2) would increase solely because Your Earnings increased more than \$25,000:
 - a) during the last 12 consecutive month period; or
 - b) since Your Evidence of Insurability was last approved;whichever occurs most recently.

However, if:

- 1) You do not submit Evidence of Insurability; or
- 2) Your Evidence of Insurability is not satisfactory to Us;

Your amount of Life Insurance:

- 1) will increase, but only up to the amount for which You were eligible without having to provide Evidence of Insurability; and
- 2) will not increase again, or beyond that amount, until Your Evidence of Insurability is approved.

Period of Coverage

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the last day of the pay period following the date You are no longer in a class eligible for coverage, or the class is cancelled;
- 3) the date the required premium is due but not paid;
- 4) the last day of the pay period following the date You or Your Employer terminates Your employment; or
- 5) the last day of the pay period following the date You are no longer Actively at Work;

unless continued in accordance with one of the Continuation Provisions.

Dependent Termination: *When does coverage for my Dependent end?*

Coverage for Your Dependent will end on the earliest to occur of:

- 1) the date Your coverage ends;
- 2) the date the required premium is due but not paid;
- 3) the date You are no longer eligible for Dependent coverage;
- 4) the date We or the Employer terminate Dependent coverage;
- 5) the date the Dependent no longer meets the definition of Dependent; or
- 6) the date You reach age 70;

unless continued in accordance with the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage under The Policy may be continued, at Your Employer's option, beyond a date shown in the Termination provision, provided Your Employer provides a plan of continuation which applies to all employees the same way. Coverage may not be continued under more than one Continuation Provision. The amount of continued coverage applicable to You will be the amount of coverage in effect on the date immediately before coverage would otherwise have ended. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium;
- 3) may be continued up to the maximum time shown in the provisions; and
- 4) terminates if The Policy terminates.

In no event will the amount of insurance increase while coverage is continued in accordance with the following provisions.

In all other respects, the terms of Your coverage remain unchanged.

Leave of Absence: If You are on a documented leave of absence, other than Family and Medical Leave or Military Leave of Absence, all of Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by the Employer due to lack of work, all of Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Disability Insurance: If You are working for the Policyholder and:

- 1) are covered by; and
- 2) meet the definition of disabled under;

a Group Disability Insurance Policy, issued by Us to Your Employer, Your coverage may be continued until the last day of the 12th month after the date You became disabled, as defined in the Group Disability Insurance Policy.

Period of Coverage

Sickness or Injury: If You are not Actively at Work due to sickness or Injury, all of Your coverage may be continued:

- 1) for a period of 12 consecutive months from the date You were last Actively at Work; or
- 2) if such absence results in a leave of absence in accordance with state and/or federal family and medical leave laws, then the combined continuation period will not exceed 12 consecutive months.

Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or longer if required by other applicable law, following the date Your leave commenced. If the leave of absence ends prior to the agreed upon date, this continuation will cease immediately.

Continuation for Dependent Child with Disabilities: *Will coverage for Dependent Child with Disabilities be continued?*

If Your Dependent Child reaches the age at which they would otherwise cease to be a Dependent as defined, and they are:

- 1) age 19 or older;
- 2) Disabled; and
- 3) primarily dependent upon You for financial support;

then Dependent Child coverage will not terminate solely due to age. However:

- 1) You must submit proof satisfactory to Us of such Dependent Child's disability within 31 days of the date he or she reaches such age; and
- 2) such Dependent Child must have become Disabled before attaining age 19.

Coverage under The Policy will continue as long as:

- 1) You remain insured;
- 2) the child continues to meet the required conditions; and
- 3) any required premium is paid when due.

However, no increase in the amount of Life Insurance for such Dependent Child will be available.

We have the right to require proof, satisfactory to Us, as often as necessary during the first two years of continuation, that the child continues to meet these conditions. We will not require proof more often than once a year after that.

Waiver of Premium: *Does coverage continue if I am Disabled?*

Waiver of Premium is a provision which allows You to continue Your and Your Dependent Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force on the date You cease to be an Active Employee;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

Eligible Coverages: *What coverages are eligible under this provision?*

This provision applies only to:

- 1) Your Basic Life Insurance;
- 2) Your Supplemental Life Insurance; and
- 3) Basic and Supplemental Dependent Life Insurance.

You are not eligible to apply for both the Portability Benefit and Waiver of Premium for the same coverage amount for You or Your Dependent.

Period of Coverage

Disabled: *What does Disabled mean?*

Disabled means You are prevented by Injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 24 months or less.

Conditions for Qualification: *What conditions must I satisfy before I qualify for this provision?*

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You have been Disabled for six consecutive months, starting on the date You were last Actively at Work; and
- 3) provide such proof within one year of Your last day of work as an Active Employee.

In any event, You must have been Actively at Work under The Policy to qualify for Waiver of Premium.

When Premiums are Waived: *When will premiums be waived?*

If We approve Waiver of Premium, We will notify You of the date We will begin to waive premium. In any case, We will not waive premiums for the first six months You are Disabled. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first two years after receiving initial Proof of Loss, but not more than once a year after that.

If You fail to submit any required Proof of Loss or refuse to be examined as required by Us, then Waiver of Premium ceases.

However, if We deny Waiver of Premium, You may be eligible to:

- 1) continue coverage under the Portability Benefit; or
- 2) convert coverage in accordance with the Conversion Right;

for You and Your Dependent.

If You cease to be Disabled and return to work for a total of five days or less during the first six months that You are Disabled, the six month waiting period will not be interrupted. Except for the five days or less that You worked, You must be Disabled by the same condition for the total six month period. If You return to work for more than five days, You must satisfy a new waiting period.

Benefit Payable before Approval of Waiver of Premium: *What if I die or my Dependent dies before I qualify for Waiver of Premium?*

If You or Your Dependent die within one year of Your last day of work as an Active Employee, but before You qualify for Waiver of Premium, We will pay the amount of Life Insurance which is in force for the deceased person provided:

- 1) You were continuously Disabled;
- 2) the disability lasted or would have lasted six months or more; and
- 3) premiums had been paid for coverage.

Waiver Ceases: *When will Waiver of Premium cease?*

We will waive premium payments and continue Your coverage, while You remain Disabled, until the date You attain age 65 if Disabled prior to age 60.

Period of Coverage

We will waive premium payments for Your Dependent Life Insurance and continue such coverage, while You remain Disabled, until the earliest of the date:

- 1) You die;
- 2) You no longer qualify for Waiver of Premium;
- 3) The Policy terminates;
- 4) Your Dependent is no longer in an Eligible Class or Dependent coverage is no longer offered;
or
- 5) Your Dependent no longer meets the definition of Dependent.

What happens when Waiver of Premium ceases?

When the Waiver of Premium ceases:

- 1) if You return to work in an Eligible Class, as an Active Employee, then You may again be eligible for coverage for Yourself and Your Dependent as long as premiums are paid when due; or
- 2) if You do not return to work in an Eligible Class, coverage will end and You may be eligible to exercise the Conversion Right for You and Your Dependent if You do so within the time limits described in such provision. The amount of Life Insurance that may be converted will be subject to the terms and conditions of the Conversion Right. Portability will not be available.

Effect of Policy Termination: *What happens to the Waiver of Premium if The Policy terminates?*

If The Policy terminates before You qualify for Waiver of Premium:

- 1) You may be eligible to exercise the Conversion Right, provided You do so within the time limits described in such provision; and
- 2) You may still be approved for Waiver of Premium if You qualify.

If The Policy terminates after You qualify for Waiver of Premium:

- 1) Your Dependent coverage will terminate; and
- 2) Your coverage under the terms of this provision will not be affected.

Benefits

Life Insurance Benefit: *When is the Life Insurance Benefit payable?*

If You or Your Dependent die while covered under The Policy, We will pay the deceased person's Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

Suicide: *What benefit is payable if death is a result of suicide?*

If You or Your Dependent commit suicide while sane or insane, We will not pay any amount of Life Insurance or amount of Dependent Life Insurance for the deceased person which was elected within the two year period immediately prior to the date of death. This applies to initial coverage and elected increases in coverage. It does not apply to benefit increases that resulted solely due to an increase in Earnings.

This two year period includes the time group life insurance coverage was in force under the Prior Policy.

Accelerated Benefit: *What is the benefit?*

In the event that You or Your Dependent are diagnosed as Terminally Ill, and You request in writing that a portion of the Terminally Ill person's amount of Life Insurance be paid as an Accelerated Benefit while the Terminally Ill person is:

- 1) covered under The Policy for an amount of Life Insurance of at least \$10,000; and
- 2) under age 60;

We will pay the Accelerated Benefit Amount as shown below, provided We receive proof of such Terminal Illness.

The amount of Life Insurance payable upon the Terminally Ill person's death will be reduced by any Accelerated Benefit Amount paid under this benefit.

You may request a minimum Accelerated Benefit Amount of \$3,000, and a maximum of \$232,500. However, in no event will the Accelerated Benefit Amount exceed 75% of the Terminally Ill person's amount of Life Insurance. This option may be exercised only once for You and only once for each of Your Dependents.

For example, if You are covered for a Life Insurance Benefit Amount under The Policy of \$10,000 and are Terminally Ill, You can request any portion of the amount of Life Insurance Benefits from \$3,000 to \$7,500 to be paid now instead of to Your beneficiary upon death. However, if You decide to request only \$3,000 now, You cannot request the additional \$4,500 in the future.

A person who submits proof satisfactory to Us of his or her Terminal Illness will also meet the definition of Disabled for Waiver of Premium.

Any benefits received under this benefit may be taxable. You should consult a personal tax advisor for further information.

In the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an assignment of rights and interest with respect to Your or Your Dependent amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

Terminal Illness or Terminally Ill means a life expectancy of 24 months or less.

Benefits

Proof of Terminal Illness and Examinations: *Must proof of Terminal Illness be submitted?*

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You or Your Dependent do not submit proof of Terminal Illness satisfactory to Us, or if You or Your Dependent refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

No Longer Terminally Ill: *What happens to my coverage if I am no longer Terminally Ill or my Dependent is no longer Terminally Ill?*

If You or Your Dependent are diagnosed by a Physician as no longer Terminally Ill and:

- 1) are in an Eligible Class, coverage will remain in force, provided premium is paid;
- 2) are not in an Eligible Class, but You continue to meet the definition of Disabled, coverage will remain in force, subject to the Waiver of Premium provision; or
- 3) are not in an Eligible Class, but You do not continue to meet the definition of Disabled, coverage will end and You may be eligible to exercise the Conversion Right, if You do so within the time limits described in such provision.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

Conversion Right: *If coverage under The Policy ends, do I have a right to convert?*

If Life Insurance coverage or any portion of it under The Policy ends for any reason, You and Your Dependent may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for:

- 1) the Accidental Death and Dismemberment Insurance Benefits; or
- 2) any amount of Life Insurance for which You or Your Dependent were not eligible and covered; under The Policy.

If coverage under The Policy ends because:

- 1) The Policy is terminated; or
- 2) coverage for an Eligible Class is terminated;

then You or Your Dependent must have been insured under The Policy for five years or more, in order to be eligible to convert coverage. The amount which may be converted under these circumstances is limited to the lesser of:

- 1) \$10,000; or
- 2) the Life Insurance Benefit under The Policy less any amount of Life Insurance for which You or Your Dependent may become eligible under any group life insurance policy issued or reinstated within 31 days of termination of group life coverage.

If coverage under The Policy ends for any other reason, the full amount of coverage which ended may be converted.

Insurer, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

Conversion: *How do I convert my coverage or my Dependent coverage?*

To convert Your coverage or coverage for Your Dependent, You must complete a Notice of Conversion Right form. The Insurer must receive this within 31 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Benefits

Any individual policy issued to You or Your Dependent under the Conversion Right:

- 1) will be effective as of the 32nd day after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

Conversion Policy Provisions: *What are the Conversion Policy Provisions?*

The Conversion Policy will:

- 1) be issued on one of the Life Insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) under a certificate of insurance issued in accordance with the Portability provision; or
- 3) in accordance with the Continuation Provisions;

until such coverage ends.

Death within the Conversion Period: *What if I or my Dependent die before coverage is converted?*

We will pay the deceased person's amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You or Your Dependent die within 31 days of the date coverage terminates; and
- 3) We receive Proof of Loss.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

Effect of Waiver of Premium on Conversion: *What happens to the Conversion Policy if Waiver of Premium is later approved?*

If You apply and are approved for Waiver of Premium after an individual Conversion Policy has been issued, any benefit payable at Your or Your Dependent's death under The Policy will be paid only if the individual Conversion Policy is surrendered.

Portability Benefits: *What is Portability?*

Portability is a provision which allows You and Your Dependent to continue coverage under a Group Portability policy when coverage would otherwise end due to certain Qualifying Events. Portability applies to Supplemental Life Insurance and Supplemental Dependent Life Insurance only.

Qualifying Events: *What are Qualifying Events?*

Qualifying Events for You are:

- 1) Your employment terminates, for any reason prior to Normal Retirement Age; or
- 2) Your membership in an Eligible Class under The Policy ends.

Benefits

Qualifying Events for Your Dependent are:

- 1) Your Employment terminates, for any reason prior to Normal Retirement Age;
- 2) Your death;
- 3) Your membership in a class eligible for Dependent coverage ends; or
- 4) he or she no longer meets the definition of Dependent. However, a Dependent Child who reaches the limiting age under The Policy is not eligible for Portability.

Electing Portability: *How do I elect Portability?*

You may elect Portability for Your coverage after Your Supplemental coverage ends because You had a Qualifying Event. You may also elect Portability for Your Dependent coverage if Your Dependent has a Qualifying Event. The Policy must still be in force in order for Portability to be available.

In order for Dependent Child coverage to be continued under this provision, You or Your Spouse must elect to continue coverage.

To elect Portability for You or Your Dependent, You must:

- 1) complete and have Your Employer sign a Portability application; and
- 2) submit the application to Us, with the required premium.

This must be received within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date Your Employer signs the application;

whichever is later. However, Portability requests will not be accepted if they are received more than 91 days after Life Insurance terminates.

After We verify eligibility for coverage, We will issue a certificate of insurance under a Portability policy. The Portability coverage will be:

- 1) issued without Evidence of Insurability;
- 2) issued on one of the forms then being issued by Us for Portability purposes; and
- 3) effective on the day following the date Your or Your Dependent coverage ends.

The terms and conditions of coverage under the Portability policy will not be the same terms and conditions that are applicable to coverage under The Policy.

Limitations: *What limitations apply to this benefit?*

You may elect to continue 50%, 75% or 100% of the amount of Life Insurance which is ending for You or Your Dependent. This amount will be rounded to the next higher multiple of \$1,000, if not already a multiple of \$1,000. However, the amount of Life Insurance that may be continued will not exceed:

- 1) \$300,000 for You;
- 2) \$50,000 for Your Spouse; or
- 3) \$10,000 for Your Dependent Child.

If You elect to continue 50% or 75% now, You may not continue any portion of the remaining amount under this Portability provision at a later date. In no event will You or Your Dependent be able to continue an amount of Life Insurance which is less than \$5,000.

Portability is not available for any amount of Life Insurance for which You or Your Dependent were not eligible and covered.

In addition, Portability is not available if You or Your Dependent are entering active military service.

Benefits

Effect of Portability on other Provisions: *How does Portability affect other provisions?*

Portability is not available for any amount of Life Insurance which was, or is being, continued in accordance with the:

- 1) Conversion Right;
- 2) Waiver of Premium provision; or
- 3) Continuation Provisions;

under The Policy. However, if:

- 1) You elect to continue only a portion of terminated coverage under this Portability provision; or
- 2) the amount of Life Insurance exceeds the maximum Portability amount;

then the Conversion Right may be available for the remaining amount.

The Waiver of Premium provision will not be available if You elect to continue coverage under this Portability provision.

Accidental Death and Dismemberment Insurance Benefit: *When is the Accidental Death and Dismemberment Insurance Benefit payable?*

If You sustain an Injury which results in any of the following Losses within 365 days of the date of accident, We will pay Your amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum, to any one person, for all Losses due to the same accident. Your amount of Principal Sum is shown in the Schedule of Insurance.

For Loss of:

Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot	Principal Sum
Speech and Hearing in Both Ears	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia)	Principal Sum
Movement of Both Lower Limbs (Paraplegia)	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia).....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One-Half of Principal Sum
Either Hand or Foot	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Movement of One Limb (Uniplegia).....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand	One-Quarter of Principal Sum

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

Exposure and Disappearance: *What if Loss is due to exposure or disappearance?*

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

Benefits

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a conveyance in which You were an occupant at the time of its disappearance;
- 2) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered Injury resulting from the accident.

Seat Belt and Air Bag Benefit: *When is the Seat Belt and Air Bag Benefit payable?*

If You sustain an Injury that results in a Loss payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Seat Belt and Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and were wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

The Air Bag Benefit is the lesser of:

- 1) an amount resulting from multiplying Your amount of Principal Sum by the Air Bag Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which You were wearing a Seat Belt.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Seat Belt means an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Benefits

Repatriation Benefit: *When is the Repatriation Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Repatriation Benefit, if the death occurs outside the territorial limits of the state or country of Your place of permanent residence.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Repatriation Benefit will pay the least of:

- 1) the actual expenses incurred for:
 - a) preparation of the body for burial or cremation; and
 - b) transportation of the body to the place of burial or cremation;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Repatriation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Child Education Benefit: *When is the Child Education Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Child Education Benefit to Your Child.

This Benefit will be paid:

- 1) after We receive proof that Your Child qualifies as a Student, as defined in this Benefit; and
- 2) according to the General Provisions of The Policy.

If You die, the Child Education Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Child Education Percentage; or
- 2) the Maximum Amount for this Benefit.

The Child Education Benefit is payable to each of Your Children:

- 1) on the date; and
- 2) for whom;

We have received proof satisfactory to Us that he or she is a Student.

If he or she is a minor, We will pay the benefit to the Student's legal guardian.

We will pay the Child Education Benefit to a qualifying Student until the first to occur of:

- 1) Our payment of the fourth Child Education Benefit to or on behalf of that person; or
- 2) the end of the 12th consecutive month during which We have not received proof satisfactory to Us that he or she is a Student.

We will not pay more than one Child Education Benefit to any one Student during any one school year.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision of The Policy if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Student.

Benefits

Student means Your Child who on the date of Your death:

- 1) is a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning on the date of Your death; or
- 2) became a full-time (at least 12 course credit hours per semester) post-high school student at an accredited institution of learning within 365 days after Your death and was a student in the 12th grade on the date of Your death.

If the institution establishes full-time status in any other manner, We reserve the right to determine whether the student qualifies as a Student.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age 21 who:

- 1) regularly attends an accredited institution of learning; and
- 2) is primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Day Care Benefit: *When is the Day Care Benefit payable?*

If You sustain an Injury that results in Loss of life payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Day Care Benefit for each of Your Children if such Child is under age seven at the time of Your death.

This Benefit will be paid:

- 1) after We receive proof of enrollment in a Day Care Program as described in this Benefit; and
- 2) according to the General Provisions of The Policy.

We will make one Day Care Benefit payment each year, for a maximum of four Day Care Benefit payments, for each Child. The Benefit will be paid to the person who has primary responsibility for the Child's Day Care expenses.

Proof of enrollment satisfactory to Us for each Child in a Day Care Program includes, but will not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program;
- 2) cancelled check(s) evidencing payment to a Day Care facility or Day Care provider; or
- 3) a letter from the Day Care facility or Day Care provider stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the death.

Proof of enrollment must be sent to Us prior to the last day of the 12th month following the date of death.

If You die, the Day Care Benefit provides an annual amount equal to the lesser of:

- 1) the amount resulting from multiplying Your amount of Principal Sum by the Day Care Benefit; or
- 2) the Maximum Amount for this Benefit.

We will pay the Minimum Amount for this Benefit in accordance with the Claims to be Paid provision for payment of benefits for Loss of life if:

- 1) a Principal Sum is payable because of Your death; and
- 2) no person qualifies as a Child eligible for the Day Care Benefit.

Benefits

Day Care or Day Care Program means a program of child care which:

- 1) is operated in a private home, school or other facility;
- 2) provides, and makes a charge for, the care of children;
- 3) is licensed as a day care center or is operated by a licensed day care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides child care on a daily basis for 12 months a year.

Child means Your unmarried child, stepchild, legally adopted child, child in the process of adoption or foster child who is less than age seven and primarily dependent on You for financial support and maintenance.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Rehabilitation Benefit: *When is the Rehabilitation Benefit payable?*

If You sustain an Injury which results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Insurance Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses Incurred within one year of the date of accident.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

Rehabilitative Program means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which You were not previously trained.

Expense Incurred means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Coma Benefit: *When is the Coma Benefit payable?*

If, as a result of an Injury, You:

- 1) are in a Coma within 31 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay 1% of the Coma Maximum Benefit Amount for each month after the Waiting Period that You remain in a Coma.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

We will pay the benefit until the earliest to occur of:

- 1) the end of the month in which You die;
- 2) the end of the month in which You recover from the Coma; or
- 3) when the total payment equals the Coma Maximum Benefit Amount.

Benefits

The Coma Maximum Benefit equals Your amount of Principal Sum less all other payments under The Policy for the Injury.

Coma means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

Exclusions: *What is not covered under The Policy?* (Applies to Accidental Death and Dismemberment Insurance only)

The Policy does not cover any Loss caused or contributed by:

- 1) intentionally self-inflicted Injury;
- 2) suicide or attempted suicide, whether sane or insane;
- 3) war or act of war, whether declared or not;
- 4) Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority;
- 5) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while Intoxicated; or
- 8) Injury sustained while driving while Intoxicated.

Intoxicated means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances;

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

General Provisions

Notice of Claim: *When should I notify The Company of a claim?*

You, or the person who has the right to claim benefits, must give Us written notice of a claim within 30 days after:

- 1) the date of death; or
- 2) the date of Loss.

If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

Within 15 days of receiving a Notice of Claim, We will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate (if applicable);
- 3) Your enrollment form;
- 4) Your beneficiary designation (if applicable);
- 5) if applicable, documentation of:
 - a) the date Your disability began;
 - b) the cause of Your disability; and
 - c) the prognosis of Your disability;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information; or
- 9) any additional information required by Us to adjudicate the claim.

All proof submitted must be satisfactory to Us.

Sending Proof of Loss: *When must Proof of Loss be given?*

Written Proof of Loss should be sent to Us:

- 1) with respect to the Life Insurance Benefits, within 90 days; and
- 2) with respect to the Accidental Death and Dismemberment Insurance Benefits, within two months;

after the Loss. However, all claims should be submitted to Us within 90 days of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than one year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.

Physical Examination and Autopsy: *Can We have a claimant examined or request an autopsy?*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a Loss examined by a Physician when and as often as We reasonably require; and
- 2) to have an autopsy performed in case of death where it is not forbidden by law.

General Provisions

Claim Payment: *When are benefit payments issued?*

When We determine that benefits are payable, We will pay the benefits due in accordance with the Claims to be Paid provision, but not more than 30 days after such Proof of Loss is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

Life Insurance Benefits and benefits for Loss of life under the Accidental Death and Dismemberment Insurance Benefits will be paid in accordance with the life insurance beneficiary designation.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) the executors or administrators of Your estate;
- 2) all to Your surviving Spouse;
- 3) if Your Spouse does not survive You, in equal shares to Your surviving Children; or
- 4) if no Child survives You, in equal shares to Your surviving parents.

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your burial. Payment to any person, as shown above, will release Us from liability for the amount paid.

If any beneficiary is a minor, We may pay his or her share, until a legal guardian of the minor's estate is appointed, to a person who at Our option and in Our opinion is providing financial support and maintenance for the minor. We will pay:

- 1) \$200 at Your death; and
- 2) monthly installments of not more than \$200.

Payment to any person as shown above will release Us from all further liability for the amount paid.

We will pay the Life Insurance Benefit at Your Dependent's death to You, if living. Otherwise, it will be paid, at Our option, to Your surviving Spouse or the executor or administrator of Your estate.

We will make any payments, other than for Loss of life, to You. We may make any such payments owed at Your death to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Beneficiary Designation: *How do I designate or change my beneficiary?*

You may designate or change a beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Employer. Only satisfactory forms sent to the Employer prior to Your death will be accepted.

Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Employer.

In no event may a beneficiary be changed by a power of attorney.

Claim Denial: *What notification will my beneficiary or I receive if a claim is denied?*

If a claim for benefits is wholly or partly denied, You or Your beneficiary will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to the provisions upon which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

General Provisions

Claim Appeal: *What recourse will my beneficiary or I have if a claim is denied?*

On any claim, the claimant or his or her representative may appeal to Us for a full and fair review. To do so, he or she:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records and other information relevant to the claim; and
- 3) may submit written comments, documents, records and other information relating to the claim.

We will respond in writing with Our final decision on the claim.

Policy Interpretation: *Who interprets policy terms and conditions?*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy. This provision applies where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).

Incontestability: *When can The Policy be contested?*

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date. This provision does not apply to the Accidental Death and Dismemberment Insurance Benefits.

In the absence of Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

No statement made relating to Your Dependent being insurable will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during the Dependent's lifetime. In order to be used, the statement must be in writing and signed by You or Your representative.

Assignment: *Are there any rights of assignment?*

Except for the dismemberment benefits under the Accidental Death and Dismemberment Insurance Benefit, You have the right to absolutely assign all of Your rights and interest under The Policy including, but not limited to, the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

General Provisions

Legal Actions: *When can legal action be taken?*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date written Proof of Loss is furnished; or
- 2) three years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

Workers' Compensation: *How does The Policy affect Workers' Compensation coverage?*

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

Insurance Fraud: *How does The Company deal with fraud?*

Insurance fraud occurs when You, Your Dependent and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You, Your Dependent and/or Your Employer commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You, Your Dependent and/or Your Employer perpetrate insurance fraud.

Misstatements: *What happens if facts are misstated?*

If material facts about You or Your Dependent were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

Commissioners Court - Regular Session**34.****Meeting Date:** 05/30/2017

Williamson County Cities Health District Proposal to Provide Influenza Vaccines for 2017 Benefit Plan Year

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the County Judge to execute the April 27, 2017 Proposal as submitted by Williamson County Cities Health District to Provide Influenza Vaccines in the Benefit Plan Year of 2017 to Williamson County Employees and Covered Dependents.

Background

The Influenza Vaccines for 2017 Benefit Plan Year will be provided by the Williamson County Cities Health District to Williamson County Employees and Dependents at no cost.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Cities Health District Proposal to Provide Influenza Vaccines to Williamson County Employees and Dependents

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 05/23/2017

Reviewed By

Wendy Coco

Date

05/23/2017 11:48 AM

Started On: 05/23/2017 10:50 AM

WCCHD Board of Health:

Ehab Kavar, Hutto- Chair
Ed Strout, Cedar Park – Vice Chair
Mary Faith Sterk, Georgetown
Dr. Luis Egelsee, Leander/Liberty Hill
Selicia Sanchez-Adame, Round Rock
Pamela Sanford, Taylor- Secretary
Joanne Land, Williamson County
Marlene McMichael, Williamson County



John H. Teel, MS, RS, WCCHD Executive Director

PROPOSAL

Date: April 3, 2017; Amended April 27, 2017
To: Shelley Loughrey,
From: John Teel, Executive Director
Subject: Proposal to Provide Influenza Vaccines to Williamson County Employees and Covered Dependents

I. Scope of Services

The Williamson County and Cities Health District ("the Health District") will provide a comprehensive influenza education and vaccination campaign for the Williamson County government ("Wilco"). This education and vaccination campaign will consist of the following elements:

A. Marketing and awareness outreach to all Wilco employees, in a manner and using techniques authorized by Wilco HR. The marketing outreach efforts will commence in August, and continue until the final date of the vaccination effort.

B. Administration of influenza vaccine to Wilco employees and to their covered dependents, using the schedule, location, and methods described in Section II.

C. Creation and submission of detailed report to Wilco HR no later than 10-31-2017.

II. Description of Influenza Vaccination Project

The Health District's vaccination program will be designed to maximize convenience for Wilco employees and their covered dependents. Employees over age 65 will receive the "High Dose" vaccine, which contains triple the amount of flu antigens. After the official "start date", Wilco employees and their covered dependents may make appointments at any of the four Public Health Centers (PHC's) in Georgetown, Taylor, Round Rock, and Cedar Park and receive flu vaccine Monday through Friday from 8:00 am to 5:00 pm. Additionally, Wilco employees and their covered dependents may make an evening appointment until 6:30 pm at the specific PHC open during one evening per week. To maximize convenience and minimize time away from a duty station, the Health District will provide work site flu vaccinations as described below:

Date	Time	Location
First September Date	8:00 – 10:30	Sheriff's Office – Patrol Conference Room; 508 S. Rock, Georgetown
First September Date	11:30 – 1:30	Juvenile Justice Center – Courtroom; 200 Wilco Way, Georgetown
First September Date	3:00 – 5:00	Sheriff's Office – Patrol Conference Room, 508 S. Rock, Georgetown
First September Date	10:30 pm – 11:30 pm	Sheriff's Office – Patrol Conference Room, 508 S. Rock, Georgetown
Second September Date	9:00 – 11:00	JP2 – Downstairs Conference Room, 350 Discovery Blvd, Cedar Park
Second September Date	12:30 – 2:30	JP4 Courtroom; 211 W. 6 th Street, Taylor, TX 76574
Third September Date	8:00 – 10:30	Road & Bridge, Large Training Room, 3151 SE Inner Loop, Georgetown
Third September Date	11:30 – 1:30	Commissioners Courtroom, 710 Main Street, Georgetown
Third September Date	2:30 – 4:30	Justice Center Impaneling Room, 405 MLK, Georgetown (basement level)
Fourth September Date	9:00 – 11:00	HR Training Room, 301 SE Inner Loop, Georgetown
Fourth September Date	Noon – 2:00	Jester Annex Conference Room B, 1801 E. Old Settlers Blvd, Round Rock
Final September Date – Wilco HR Employee Health Fair (September 28, 2017)	Coincides with hours of the Health Fair; 9:00 am to 3:00 pm	Georgetown

In addition to the worksite vaccination clinics described in the table above, and in order to maximize the number of Wilco employees who receive the influenza vaccine, the

WCCHD will provide sufficient influenza vaccine, syringes, and associated supplies to Wilco's 911, Sheriff's Office, and Emergency Services employees to allow licensed nurses and paramedics employed by these agencies to vaccinate their own employees.

III. Project Fee Structure

The Health District will create a detailed report for all services in a manner prescribed by Wilco HR. The report will provide Wilco HR with:

- A. The name of the person vaccinated
- B. The date of the vaccination

Williamson County will not be charged for the cost of influenza vaccine. These costs will be paid from incentive payments related to our Clinical Services DSRIP project. In addition, the standard nurse administration fee for vaccines (\$10 dose) will be waived, due to the fact that the Commissioners Court provides \$2,350,000 annually to pay its share of the operating costs of the Health District (and provides all necessary infrastructure needed by the District).

An estimate of total Influenza Vaccination Project costs for Wilco HR for the 2017 Flu Shot Campaign is as follows:

Assumptions:

- The number of Wilco employees and covered dependents who choose to receive a vaccination, based on type is similar to:
Standard adult quadrivalent vaccine = 600
High dose vaccine (65 and over) = 30

Vaccine Type	Number Given	Unit Flu Dose Cost	Supplies Fee	Total Cost billed to Wilco HR
Standard Adult Dose	600	\$18	\$4	No Charge
Adult High Dose	30	\$39.50	\$4	No Charge

If 630 doses of influenza vaccine are provided as described, the total cost incurred by WCCHD will approximate \$14,505. The amount invoiced by WCCHD to Wilco HR will be \$0.00.

IV. Miscellaneous

No Assignment: Health District may not assign this contract.

Compliance with All Laws: Health District agrees and will comply with any and all local, state, or federal requirements with respect to the services rendered.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon the giving of thirty (30) days written notice thereof.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to termination paragraph above.

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.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2017.

Williamson County:

Service Provider:

Authorized Signature

Authorized Signature

Commissioners Court - Regular Session**35.****Meeting Date:** 05/30/2017

Tax Collection Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No. 34 and the County of Williamson, Texas.

Background

Under provisions of Texas Government code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County MUD No. 34 requires the County Judge's signature as well as the County Tax Assessor Collector. The original documents have been signed by the County Tax Assessor Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. All completed originals should be returned to the Tax Assessor Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTax Collection Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 09:19 AM

Started On: 05/23/2017 12:16 PM

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§ TAX COLLECTION AGREEMENT
§
§

WHEREAS, Williamson County Municipal Utility District No. 34 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between Williamson County Municipal Utility District No.34, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

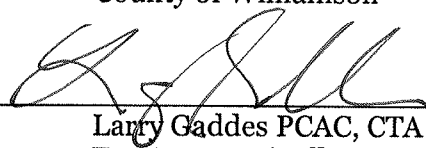
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed this ____ day of May, 2017.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson



Larry Gaddes PCAC, CTA
Tax Assessor/Collector,
County of Williamson



**WILLIAMSON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 34**

Printed Name: Charles E. Gamble, II

President, Board of Directors

Commissioners Court - Regular Session**36.****Meeting Date:** 05/30/2017

Filming Use Agreement

Submitted For: Dan Gattis**Submitted By:** Connie Watson, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a facilities use agreement with American Heiress Productions, LLC for filming in the historic jail and Justice Center on Tuesday, June 6, 2017.

Background

American Heiress Productions has requested to film in two Williamson County buildings on Tuesday, June 6, 2017. They are filming a documentary on Patty Hearst. They are requesting to film in the historic jail and in the Justice Center in County Court-at-Law #4 and in a conference room. All users of those spaces have been contacted and were agreeable to the usage if the Court approves. They will be contracting with the Sheriff's Office for a deputy to stay with them after hours.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAmerican Heiress Use Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Watson

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:29 AM

Started On: 05/25/2017 09:30 AM

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

- (a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.
- (b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the

Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

- i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.
- ii. Electric current adequate for the Permitted Use.
- iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations,

additions, and improvements in or to the Authorized Area at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. INDEMNIFICATION:

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors,

regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not

containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

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

with copy to: Williamson County Attorney
Dee Hobbs (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER 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 USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER

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 USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, 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 USER's use of the Authorized Area under this Agreement.

32. 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.

33. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's use of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

COUNTY:

Dan A. Gattis, Williamson County Judge

DATED _____, 20____

USER:

American Heiress Productions, LLC

Company / Organization

Authorized Signer: _____

Printed Name: _____ Ken Lewin

Representative Capacity: _____ Location Manager

DATED 5/24 _____, 2017

Contact Person: _____ Ken Lewin

Address: _____ 504 W. 7th Street

Austin, TX

78701

Phone No.: (512) _____ 423-8772

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):

From - June 6, 2017

To - June 6, 2017

Hours:

8 a.m. to 7 p.m.*

*In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, USER must pay an additional \$45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.

Permitted Use (Description of Use):

filming documentary on Patty Hearst

Authorized Area (Location):

historic jail
Justice Center, CCL 4
DA Grand Jury Room

Security Deposit:

\$ 100.00

License Fee:

\$ 400.00 plus S.O. deputy fees

*Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.

Commissioners Court - Regular Session**37.****Meeting Date:** 05/30/2017

Knight Security SecurePlan agreement for Justice Center Camera System

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

Information**Agenda Item**

Discuss, consider and approve SecurePlan maintenance option document for previously approved contract with Knight Security Systems for Justice Center Cameras & Video Management System (DIR-TSO-3430, previously approved on 5-2-2017, agenda item #29)

Background

This is the maintenance option for the previously approved contract. It is (and will be in future years) in the IT O&M budget. We've selected the option that runs annually for 5 years as it is approximately \$10,000 cheaper for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSecurePlan

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 03:45 PM

Started On: 05/25/2017 11:39 AM



SecurePlan™ Options

Date: April 13, 2017

Proposal #: 20040

Bill To:

Richard Semple
Justice Center
405 Martin Luther King Blvd
Georgetown, TX 78626

Site:

Richard Semple
Williamson County Justice Center
405 Martin Luther King Blvd
Georgetown, TX 78626

Phone:

Phone: (512) 943-1489

Representative: Kevin Garlick

Summary: DIR-VMS-Gentec-Axis v4

Sales Tax Rate: 0.00 %

Three Year Agreement

Annual Pricing

Annual Pricing (with tax)

SecurePlan Health	\$2,248.34	\$2,248.34
SecurePlan	\$17,237.25	\$17,237.25
SecurePlan24	\$24,731.71	\$24,731.71

Five Year Agreement

Annual Pricing

Annual Pricing (with tax)

SecurePlan Health	\$2,040.59	\$2,040.59
SecurePlan	\$15,644.53	\$15,644.53
SecurePlan24	\$22,446.50	\$22,446.50

SecurePlan includes 1 **system inspection(s) annually.**

SecurePlan Benefits:

- All plans include system health monitoring (with customer consent)
- Priority Dispatch with GUARANTEED Same Day Service if the service call is placed before noon on a regular business day. SecurePlan24 provides 4 hour response, 24 hrs/day, all year!
- Labor and travel cost during normal business hours is included.
- 10% discount on labor rates (Not applicable to DIR)
- Device repair or replacement for normal wear and tear.
- System software upgrades and license fees included.
- Free Loaner Equipment.
- Annual Functional Tests.

Please circle selected services.

Signed: _____ Date: _____

If declining SecurePlan, please sign below:

SecurePlan program has been explained to me and I have elected to decline these services.

Signed: _____ Date: _____



System Health Monitoring Consent Form

Knight Security Systems, LLC (Knight) is committed to providing the highest level of service possible to our clients. One means of accomplishing this objective is by providing a KnightSentry™ a network appliance ("Sentry") for purposes of System Health Monitoring and remote support activities. By signing below, you authorize Knight Security Systems, LLC ("Knight") to install the Sentry appliance with network access to the system components to be monitored, as well as the necessary outbound communication to the Internet. Sentry unit will remain the exclusive property of Knight and will be returned to Knight upon request or upon cessation of System Health Monitoring at your location.

System Health Monitoring applies to the technical operating state of the system components. System Health Monitoring does NOT capture or report any alarms notifications or events pertaining to the physical security of your facility or network related security breaches. Alarm monitoring services for the physical facility intrusion or fire detection or other alarms that may require a response of law enforcement authorities are available from Knight Security Systems at an additional charge.

You are responsible for backing up your systems and for taking all other measures appropriate to adequately protect your systems, and all data and other information contained therein. Knight shall not be liable for any loss of, or damage to, any data, materials and/or other information contained on or accessed through your systems.

These services are being provided to you in accordance with and subject to the terms and conditions of your services agreements with Knight, as well as company policies pertaining to this service.

Initial Selection:

____ I ACCEPT System Health Monitoring ____ I DECLINE System Health Monitoring

Company / Organization	Williamson County Justice Center
Address of site to be monitored	Williamson County Justice Center 405 Martin Luther King Blvd Georgetown, TX 78626
Authorizing Person (Print)	
Authorizing Person's Title	
Authorizing Signature	
Date:	
If Declined, Reason:	

Commissioners Court - Regular Session**38.****Meeting Date:** 05/30/2017

Lease extension for 9769 Hwy 29 Georgetown Texas property

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 extension of Lease Property 9769 Hwy 29, Georgetown, Texas 78628 for the term of July 1, 2017 through June 30, 2018 with tenant Mr. Greg Boatright.

Background

This is the second extension of four (4) possible, one (1) year renewal options. Rent is \$852.16 per month with additional \$389.07 which is one-twelfth the amount of the annual property tax.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

9769 Hwy 29 Georgetown Lease extension

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 09:32 AM

Started On: 05/24/2017 04:51 PM

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

Landlord: Williamson County, Texas, a political subdivision of the State of Texas

Tenant: Greg Boatright

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas, (hereinafter referred to as the "Landlord"), and Greg Boatright, (hereinafter referred to as "Tenant"), wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas, 78628, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described therein.

Agreement to Extend Residential Lease:

Second Extension Term: Following the Initial Term of the Residential Lease and in accordance with Paragraph 4. of the Residential Lease, Tenant requested to extend the Residential Lease for an addition Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on July 1, 2017 and continuing thereafter until June 30, 2018, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the second of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises during the Extension Term subject of this agreement Eight Hundred Fifty Two Dollars and 16/100 (\$852.16) plus Three Hundred Eighty Nine Dollars and 07/100 (\$389.07)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of July, 2017 at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing.

* ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other

existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE
AS OF THE 1ST DAY OF JULY, 2017:**

LANDLORD:

Williamson County, Texas

By: _____
Dan A. Gattis,
County Judge

TENANT:

By: 
Greg Boatright

Commissioners Court - Regular Session**39.****Meeting Date:** 05/30/2017

Williamson County Wireless Phase I SOW 20712406 Insight Public Sector Inc

Submitted By: Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval of project Williamson County Wireless Phase I - SOW - #20712406 with Insight Public Sector, Inc.

Background

Project to begin upon approval by Commissioners Court and continue for approximately 2 weeks. Terms of the contract are referenced with U.S. Communities Contract 4400006644 (RFP 2000001701) and this Statement Of Work, attachment I, and the General Terms and Conditions which are attached. Actual fixed fee for services is \$32,189.61. The service description is to design and deploy a wireless network architecture in alignment with vendor best practices with implementation of a 1 Gbps licensed Microwave wireless PTP wireless link.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSOW Insight Public Sector

Form Review**Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Brenda Fuller

Final Approval Date: 05/25/2017

Reviewed By

Wendy Coco

Brenda Fuller

Date

05/18/2017 10:27 AM

05/25/2017 09:05 AM

Started On: 05/18/2017 09:05 AM

April 19, 2017

**U.S. Communities Government Purchasing Alliance 4400006644
(RFP2000001701)
Statement of Work # 20712406**

WILLIAMSON COUNTY WIRELESS PHASE I

1 PARTIES

"Insight"

Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Christine Ricker

"Client"

Williamson County
701 S. Main St.
Georgetown, TX 78626
Attn: Chris Ball

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

The following is a high-level description of the Services Insight will provide:

Wireless

- Design and Deploy a wireless network architecture in alignment with vendor best practices
 - Implement a 1 Gbps Licensed Microwave wireless PTP wireless link

2.1.1 Location

The Services will be performed at the following Client location(s):

- Georgetown, Texas

2.1.2 Scope and Approach

Insight will perform the following Services:

Review

Wireless

Architecture Design and Deploy

- Determine and document wireless network requirements
- Identify and document key user communities and applications
- Gather existing network diagrams and other documentation describing the current technical environment
- Review Client security requirements that impact wireless network configuration and operation
- Review current network architecture and design
- Confirm project objectives, assumptions, and scope
- Identify issues and risks

- Identify wireless client devices to be used
- Review AP complex physical installation locations
- Review bridge AP Power over Ethernet (PoE) availability

Plan

Wireless

Architecture Design and Deploy

- Develop implementation plan to align with Client needs
- Create test plan to validate configuration and function
- Agree upon change control process to minimize impact of the changes

Design

Wireless

Architecture Design and Deploy

- Develop a detailed design for wireless security based on wireless client devices
- Develop a detailed wireless architecture design to include the following:
 - Physical connectivity considerations
 - Develop a link budget for both links to determine expected throughput and antenna size to achieve desired bandwidth and availability
 - Review information provided and perform in field survey of the locations where equipment will be installed (Field survey to occur at time of installation)
 - Determine use of existing installation materials to include antenna mounts, cable, and cable routing paths
 - Register the licenses for the Links with the FCC
 - Perform reviews of the design and estimates with Client as required
- Design bridge link with 4 access points

Implement

Wireless

Architecture Design and Deploy

- Perform site survey of the location to finalize material list
- Configure all radios
- Mount access points using customized installations:
 - Install radios, antennas, and mounting hardware
 - Weatherproof all connectors
 - Install ground wire and surge protection
 - Install new outdoor grade Cat5e cable with shielded connectors to 4 radio locations
 - Install a new standoff bracket at 1 of the antenna mounting locations
- De-install existing radio equipment being replaced (4 radios/antennas)

- Perform post installation testing
- Provide installation documentation to customer.

Operate

Wireless

Architecture Design and Deploy

- Identify future network considerations

2.2 Project Management

Insight will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT Infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log to proactively identify and communicate key decisions made, actions items to be completed, and risks/issues that may impact scope, schedule, budget or business performance, and mitigate and/or escalate any critical risks or issues under Insight's control
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor and manage changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Prepare and maintain program reports, schedules, issues log, communication plans, and other relevant program Deliverables

2.3 Deliverables

Insight will provide the following Deliverables:

Wireless

Architecture Design and Deploy

- Detailed wireless architecture design and deployment report containing the following:
 - Requirement summary
 - Wireless network design and configuration details
 - Implementation, migration, and test plans
 - Configuration backups

Project Management

- Project management documentation including:
 - Communications/escalation contact list
 - Weekly status reports on the progress of the project

2.4 Insight Responsibilities

Insight is responsible for the following:

1. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.
2. Insight will perform the Services using the cabling best practices listed in Attachment 2.
3. The assigned cabling project manager will not be staffed full time at Client site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Client's primary point of contact for all project issues, needs or concerns.

2.5 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. Client shall be responsible to provide a project point of contact with decision-making authority to support the scope of services described in this SOW and shall ensure that the proper personnel are reasonably available to review each completed Milestone, Service or Deliverable upon notification of completion by Insight.
2. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with applicable details regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
3. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either on-site direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, and others costs may be incurred and due to Insight by Client.
4. If applicable, Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
5. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
6. If applicable, Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.

7. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
8. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
9. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
10. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight in order to provide Services as described, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services as described, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

2.6 Resource Team

Project Sponsor, Williamson County – Chris Ball
Services Account Executive, Insight – Scott Trinkle
Account Executive, Insight – Christine Ricker
Services Director, Insight – John Brooks
Services Manager, Insight – David Avila
SOW Prepared by, Insight – Vernon Reid and Lindsey Cancio

2.7 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400006644 (RFP2000001701) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

3.2 Estimated Duration

The Project's duration will be approximately 2 weeks.

4 PRICING/INVOICING

4.1 Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the following fixed fee:

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Deployment Services	\$51,012.00	15%	\$43,360.20	\$32,189.61
Total Fixed Fee				\$32,189.61

The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required. Travel expenses are estimated at \$0.00, and will not exceed GSA rates. Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

4.2 Pricing Notes

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
3. Client acknowledges that cancellation of this engagement may cause Insight to incur non-refundable travel expenses and other costs. Accordingly, if Client cancels this engagement less than 10 business days, but more than 3 business days prior to the start date of this engagement, Client shall pay Insight the fees equivalent to 10% of the total cost of this engagement, or \$2,500, whichever is less. If Client cancels this engagement less than 3 business days prior to the start date of this engagement, Client shall pay Insight all fees due for this engagement as if it had been fully performed or \$12,500, whichever is less. Such cancellation shall be in writing and shall be effective when received by Insight.
4. If an Insight engineer arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
5. This SOW assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.

6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities. Client will compensate Insight for any out-of-scope work requested by Client on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).
7. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

4.3 Invoicing

Insight will invoice Client monthly for Services performed based upon a percentage complete, plus any travel-related expenses and taxes incurred (if applicable).

Texas Prompt Payment Act Compliance: 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 licensee 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 licensee 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 licensee'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.

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Business Hours

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays. Notwithstanding anything in this SOW to the contrary, any work performed outside of these normal business hours will be billed at one and one-half times the hourly rate(s) listed in Pricing/Invoicing section above.

5.4 Travel Expenses

Travel-related expenses will be billed at rates not to exceed GSA rates. Customary expenses include, but are not limited to, airfare, taxi, hotel, car rental, daily per diem, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).

5.5 Project-Specific Assumptions

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time, associated fees, and expenses may be required.

1. This SOW assumes 1 site for wireless architecture design and deployment services.
2. This SOW assumes 1 WLAN will be designed/deployed.
3. ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight will transfer to Client, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products.
4. Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
5. Drop location and drop count is controlled by Insight. Drops may not be relocated without written approval from Insight. If a Client employee requests a change, he or she must be referred to the Insight project manager.
6. All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
7. All requests for additional material must be submitted via fax or email.
8. Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Client-owned product and material during any phase of the project/program.
9. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
10. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
11. This engagement does not include:
 - a. Wireless RF assessment services
 - b. Wireless architecture assessment services
 - c. Wireless RF design services
 - d. Formal user training (unless otherwise stated)

5.6 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.7 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.8 Case Study

Upon successful completion of the engagement, Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Project (to be reviewed in advance by Client), in conjunction with Client's name.

5.9 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400006644 (RFP2000001701) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

(c) **Texas Prompt Payment Act Compliance.** 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 licensee 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 licensee 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 licensee'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.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400006644 (RFP2000001701), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

10. Indemnification. See Contract 4400006644 (RFP2000001701) for Indemnification provisions.

11. Limitation of Liability. See Contract 4400006644 (RFP2000001701) for Limitation of Liability provisions.

12. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

13. Insurance. See Contract 4400006644 (RFP2000001701) for Insurance provisions.

14. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

15. Governing Law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

16. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

17. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

18. Right to Audit. INSIGHT agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of INSIGHT which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INSIGHT agrees that licensee shall have access during normal working hours to all necessary INSIGHT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give INSIGHT reasonable advance notice of intended audits.

Signature Page Follows

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

- ☐ **Mail Invoice** - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

- ☐ **Email Invoice** - Invoice copy will be sent electronically via e-mail to: _____

2. PO Process (Client to select one option below):

- ☐ Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.

Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

- ☐ Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400006644 (RFP2000001701) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT

By: _____

Authorized Representative

Print
Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Authorized Representative

Print
Name: _____

Title: _____

Date: _____

Attachment 1

CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name		Original SOW #:
Insight Services Manager	Client Project Sponsor		Request Date
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		

Attachment 2***Insight Cabling Best Practices***

The following are the standard best practices specified and implemented by Insight for all cabling projects.

Architecture and Installation

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

Copper

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- In order to meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. If it is practical, the primary protector should be mounted within 50 feet of the entry point. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) copper cable will be used.

Fiber Optic

- Insight will ensure all Fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) fiber will be used.

Equipment Racks/Cable Management

- All equipment, conduit, racks, and panel boards shall be anchored for seismic stability in accordance with the latest State and Local Codes, but not less than the requirements as set forth in the currently enforced addition of the Uniform Building Codes.
- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack to provide horizontal support.
- 7-foot floor racks will have vertical cable management installed on each side.

- All wall mount racks and cabinets will be mounted to a ¾" fire-retardant plywood and secured to 2 studs minimum (3 studs preferred when possible) using 2 anchors per stud minimum (3 anchors preferred when possible). The cabinet will be secured to the plywood using a heavy-duty and appropriately rated toggle bolt to support the weight of the rack or cabinet. Installations in a concrete wall will utilize drop-in anchors and lag bolts. Any installation outside of this standard will require Client signoff.
- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing green #6 AWG copper cable.
- Horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.
- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
 - Light Interface Unit
 - Horizontal cable management
 - Patch panels

Conduit and Wall/Floor Penetrations

- Any conduit that is to be placed will follow these requirements:
 - Above ground, EMT or rigid (metal conduit, depending on the application)
 - Below ground, Schedule 40 electrical grade PVC
 - For indoor conduit, EMT or rigid (metal conduit, depending on the application)
- Any penetrations of floors, firewalls and exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

Labeling

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by Client.
- Insight will work with Client prior to the start of the project to ensure the labeling scheme matches the Client's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wrap-around cable labels.

Surface-Mounted Raceway, Boxes, and Faceplates

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.
- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceways will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

Testing and Certification

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to, the following:
 - Wiremap
 - Impedance
 - Length
 - Resistance
 - Attenuation
 - Near-end and far-end crosstalk
 - Alien crosstalk
 - Return loss
 - Opens, shorts, grounds, and pair reversal
- Marginal Pass" (PASS*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
- All fiber optic strands will be tested with a power meter and light source.
- The db lost for each strand will not exceed the calculated loss budget.

Commissioners Court - Regular Session**40.****Meeting Date:** 05/30/2017

Medical Supplies for Williamson County Jail

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 extension of Medical Supplies for Jail, #1604-071, for the same pricing, terms and conditions as the existing Contract with the Primary Vendor, Bound Tree Medical, LLC and with the Secondary Vendor, New Dimension Pharmacy. The Vendor for line item 2 only, Agni Enterprises, LLC has requested an increase of 3% per the CPI adjustment in the US Department of Labor Report from \$48.00 to \$49.44. The renewal term is July 7, 2017- July 6, 2018.

Background

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

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: Dianne West

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 09:19 AM

Started On: 05/23/2017 03:43 PM

Commissioners Court - Regular Session**41.****Meeting Date:** 05/30/2017

Medical Waste Disposal Services

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 with AdvoWaste Medical Services, LLC supporting Williamson County EMS three locations: Cedar Park, Taylor, and Round Rock.

Background

Williamson County EMS requires services from a qualified company to provide Medical and Biohazard collection, transport, treatment and disposal supporting these locations as required.

Fiscal Impact

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

Attachments[AdvoWaste Medical Services](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 03:55 PM

Started On: 05/24/2017 02:59 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
MEDICAL WASTE
DISPOSAL SERVICES
(Williamson County EMS)**

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 **AdvoWaste Medical Services, LLC**, (hereinafter "Service Provider"), whose home office is located at 18444 N. 25th Avenue #420, Phoenix, AZ 85023. 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 Service Provider "Medical Waste Disposal Service Agreement," which is marked as Exhibit "A" and 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 fees and costs sets forth in **Exhibit "A"**, **unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:		\$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Service Provider "Medical Waste Disposal Service Agreement," which are marked as Exhibit "A" and incorporated herein as if copied in full; and
- B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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:

Authorized Signature

Printed Name

Date: _____, 2017

SERVICE PROVIDER:



Authorized Signature



Printed Name

Date: May 18th, 2017

Exhibit "A"
(Incorporated herein as if copied in full)



DOT# 25570006
ADEQ LICENSE# TR150123.00

18444 N. 25th Avenue #420 • Phoenix, AZ 85023
P: 602.734.2802 F: 602.718.1215
E: info@advowastemedical.com

www.advowastemedical.com

MEDICAL WASTE DISPOSAL SERVICE AGREEMENT EXHIBIT A

Service Address

Billing Address (if different than service address)

Name: Williamson County EMS	Name: Williamson County EMS
Address: 2604 Northlawn Dr., Taylor TX 76574	Address: PO Box 873, Georgetown TX 78627
Phone: 512-943-1264	Phone: 512-943-1264
Email: jisbell@wilco.org	Email: jisbell@wilco.org
Contact: Jeff Isbell	Contact: Jeff Isbell

SERVICES PROVIDED

Service Frequency: ☐ Weekly ☐ Bi Weekly ☒ Monthly ☐ Bi Monthly ☐ Quarterly

☐ Other: _____

Request Service Start Date: _____

Service Charge: \$ _____

Comments: Red bags, boxes and 30 GI containers included free.
No rescheduling fee-no fuel surcharges- no other fees.
We offer complete OSHA compliance training

TERMS AND CONDITIONS

- ADVOWASTE MEDICAL SERVICES LLC (hereinafter referred to as SERVICE PROVIDER) agrees to provide removal and disposal services for all treated and non-treated Regulated Medical Waste at aforementioned customer facility at location indicated above. Service Provider shall dispose of all materials in compliance with all Federal State and local regulatory guidelines and requirements.
- OBLIGATIONS OUTLINED IN THIS CONTRACT shall be binding on both parties as of service dated listed below and shall continue for a period of two (2) years from the date of execution of this agreement unless terminated per paragraph X as stated in this Services Contract for Medical Waste Disposal Services Williamson County EMS.
- CUSTOMER HEREBY agrees to pay for the services provided hereunder in accordance with the rates and charges set forth herein at \$49.00 per 30gl container.
- CUSTOMER SHALL NOT TO TENDER to Service Provider any hazardous material or hazardous waste, as those terms are used and defined in applicable Federal, State and local codes, guidelines, laws, regulations and Acts, including but not limited to radioactive, volatile explosive or toxics substances. Customer agrees to indemnify, defend and hold harmless Service Provider and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to the release of such hazardous material, including without limitation, fines or expenses related to the removal or treatment of hazardous material or other remedial action pertaining to the hazardous material under federal or state law.

CUSTOMER SIGNATURE _____ DATE _____

ADVOWASTE AGENT SIGNATURE Sarah Novoseller _____ DATE _____

THIS CONTRACT IS TERMINABLE WITHOUT PENALTY AT ANY TIME BY CUSTOMER



DOT# 25570006
ADEQ LICENSE# TR150123.00

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P: 602.734.2802 F: 602.718.1215
E: info@advowastemedical.com

www.advowastemedical.com

MEDICAL WASTE DISPOSAL SERVICE AGREEMENT EXHIBIT A

Service Address

Billing Address (if different than service address)

Name: Williamson County EMS	Name: Williamson County EMS
Address: 150 Church Park Rd. Cedar Park TX 78613	Address: PO Box 873, Georgetown TX 78627
Phone: 512-943-1264	Phone: 512-943-1264
Email: jisbell@wilco.org	Email: jisbell@wilco.org
Contact: Jeff Isbell	Contact: Jeff Isbell

SERVICES PROVIDED

Service Frequency: ☐ Weekly ☐ Bi Weekly ☒ Monthly ☐ Bi Monthly ☐ Quarterly

☐ Other: _____

Request Service Start Date: _____

Service Charge: \$ _____

Comments: Red bags, boxes and 30 Gl containers included free.
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CUSTOMER SIGNATURE _____ DATE _____

ADVOWASTE AGENT SIGNATURE Sarah Novoseller DATE _____

THIS CONTRACT IS TERMINABLE WITHOUT PENALTY AT ANY TIME BY CUSTOMER



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E: info@advowastemedical.com

www.advowastemedical.com

MEDICAL WASTE DISPOSAL SERVICE AGREEMENT EXHIBIT A

Service Address

Billing Address (if different than service address)

Name: Williamson County EMS	Name: Williamson County EMS
Address: 1781 E Old Settlers Blvd.Suite 105, Round Rock TX 78664	Address: PO Box 873, Georgetown TX 78627
Phone: 512-943-1264	Phone: 512-943-1264
Email: jisbell@wilco.org	Email:jisbell@wilco.org
Contact: Jeff Isbell	Contact: Jeff Isbell

SERVICES PROVIDED

Service Frequency: ☐ Weekly ☐ Bi Weekly ☒ Monthly ☐ Bi Monthly ☐ Quarterly

☐ Other: _____

Request Service Start Date: _____

Service Charge: \$ _____

Comments: Red bags, boxes and 30 Gl containers included free.
No rescheduling fee-no fuel surcharges- no other fees.
We offer complete OSHA compliance training

TERMS AND CONDITIONS

- ADVOWASTE MEDICAL SERVICES LLC (hereinafter referred to as SERVICE PROVIDER) agrees to provide removal and disposal services for all treated and non-treated Regulated Medical Waste at aforementioned customer facility at location indicated above. Service Provider shall dispose of all materials in compliance with all Federal State and local regulatory guidelines and requirements.
- OBLIGATIONS OUTLINED IN THIS CONTRACT shall be binding on both parties as of service dated listed below and shall continue for a period of two (2) years from the date of execution of this agreement unless terminated per paragraph X as stated in the Services Contract for Medical Waste Disposal Services Williamson County EMS.
- CUSTOMER HEREBY agrees to pay for the services provided hereunder in accordance with the rates and charges set forth herein at \$49.00 per 30gl container.
- CUSTOMER SHALL NOT TO TENDER to Service Provider any hazardous material or hazardous waste, as those terms are used and defined in applicable Federal, State and local codes, guidelines, laws, regulations and Acts, including but not limited to radioactive, volatile explosive or toxics substances. Customer agrees to indemnify, defend and hold harmless Service Provider and its officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to the release of such hazardous material, including without limitation, fines or expenses related to the removal or treatment of hazardous material or other remedial action pertaining to the hazardous material under federal or state law.

CUSTOMER SIGNATURE _____ DATE _____

ADVOWASTE AGENT SIGNATURE Sarah Novoseller _____ DATE _____

THIS CONTRACT IS TERMINABLE WITHOUT PENALTY AT ANY TIME BY CUSTOMER

Commissioners Court - Regular Session

42.

Meeting Date: 05/30/2017

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 CR 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.
- u) Discuss proposed acquisition of real property on CR 138.
- v) Discuss proposed acquisition of real property at Highland Springs Lane.

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 the improvements 175 CR 138 (Giesen tract).
- j) Discuss an Interlocal Agreement with the City of Hutto for CR 119.

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: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:51 AM

Started On: 05/25/2017 10:13 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 05/30/2017

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: 05/25/2017

Reviewed By

Wendy Coco

Date

05/25/2017 10:51 AM

Started On: 05/25/2017 10:14 AM