

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 20TH, 2017
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
 (Items 5 – 14)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004550	Imaging & Microfilming	720.00
To	0385-0385-003010	Computer Equip. less than \$5k	720.00

6. Discuss, Consider, and take appropriate action concerning Line Item Transfers for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004541	Vehicle Repairs & Maint	\$2,000.00
From	0882.0882.003102	Safety Supplies	\$500.00
From	0882.0882.003301	Gasoline	\$12,500.00
To	0882.0882.003303	Oil, Grease	\$15,000.00

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (23) Computer's, (15) Keyboards, (3) Printer's, (7) Mice, (1) Adapter, (3) File Cabinets, (1) Office Supply organizer, (1) Table, (13) Chairs, (1) Weight Scale, (6) Router's, (3) TV's, (2) DVD/VCR, (1) DVD, (1) Camera control box, (2) Scanner's, (3) VCR's, (7) Camera's, (1) Port switch, (1) DVR, (65) Monitor's, (3) Filing Cabinets, (1) Typewriter, (2) Port cables. (1) Tool Box, Boxes of Misc. computer parts, (1) External Drive, (2) Docking stations, (1) Phone, (8) Computer speakers, (1) Server case, (1) USB Modem, (7) Laptop bags, (2) Camera bags, (3) GPS Trackers, (1) Card laminator, (2) Staplers, (1) Rolling cart, (1) Shelf, (1) Radio, (4) Webcams, (3) Gridstores, (2) Powervault, (2) Drobo Mas units, (1) Battery backup, (1) Tandem back-up, (1) 2004 Ford F-150, (1) 2009 Ford F250, (1) 2012 Chevy Tahoe (see attached lists) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Trade-in including (1) 2012 Ford F450, (1) 2012 Wheeled Coach and (1) 2014 Wheeled Coach ambulance (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for May 2017 pursuant to Texas Local Government Code §114.026.
12. Discuss, consider and take appropriate action on Work Authorization No. 4 for Traffic Signal Design - CR 119 at Limmer Loop under contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015.
13. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 for Engineering Services for Williamson County Long Range Transportation Plan between Alliance Transportation Group Inc and Williamson County dated October 19, 2016.
14. Discuss, consider and take appropriate action on approval of the final plat for the Shiloh Estates subdivision - Pct 4.

REGULAR AGENDA

15. Discuss, consider, and take appropriate action on reappointing Landy Warren as one of the two Williamson County representatives on the Lone Star Regional Water Authority.
16. Discuss and recognize June 27, 2017 as National PTSD Awareness Day.
17. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
18. Receive and acknowledge the June 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

19. Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$350,000 from Long Term Planning LTP ROW (P457) to Corridor A1/FM1660 (P458) of \$50,000, Corridor C/SH 29 Bypass (P459) of \$50,000, Corridor E1/FM3349 (P460) of \$50,000, Corridor F/US183 (P461) of \$150,000 and Corridor H/Sam Bass Road (P462) of \$50,000.
20. Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD for right of way needed on CR 110 South. (Parcel 44S)
21. Discuss, consider and take appropriate action on a First Amendment to Contract Covenant with Nelson Homestead Family Partnership, LTD for right of way acquired on CR 110 South. (Parcel 38S)
22. Discuss, consider, and take appropriate action on Texas Parks & Wildlife Department Grant Agreement for River Ranch County Park to support professional services and construction for the Interpretive Center.
23. Discuss, consider, and take appropriate action on Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the performance of additional landscape architectural services in relation to River Ranch County Park.
24. Discuss, consider and take appropriate action on a proposed draft Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities; with such action to possibly include but not be limited revising the draft Order and granting authorization to submit the proposed draft Order to the Texas Commission on Environmental Quality for review and comment.
25. Discuss, consider and take any appropriate action regarding Interlocal Agreement between Williamson County and the City of Cedar Park for the establishment of ambulance and personnel housing to support operations of Williamson County EMS.
26. Discuss, consider and take appropriate action on policies and procedures regarding FY 17 existing unallocated funds created by the backfill of positions at a lesser rate of pay.
27. Discuss, consider and take appropriate action on FY 2018 Benefit Plans, Rates and proposed changes.
28. Discuss, consider and take appropriate action on awarding RFQ # 1612-132, Professional Services for Williamson County Comprehensive Parks Master Plan, to the best qualified respondent, HALFF Associates, Inc. and authorizing the County Judge to execute the agreement.
29. Discuss, consider and take appropriate action on prior approval of Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office between Williamson County and Tania Glenn & Associates, PA (previously approved and exempted from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4) on June 13, 2017, agenda item #28) to remove condition of "pro-rating" (compensation) and following original hourly rate schedule set forth in Exhibit "B" with a not-to-exceed amount of \$25,000.00.
30. Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County EMS, Bid #1704-161 to the lowest and best bidders as noted on the award recommendation.

31. Discuss, consider, and take appropriate action on awarding RFP#1702-144, Third Party Administrator, self-funded option for Medical, Dental & Vision coverage, Wellness/Biometric Program Management, Prescription Drug Card Services - Retail Card and Mail Order, Pre-Certification/Large Case Management, Disease Management/Diabetic Plan Management and Section 125 Claims Administration, to the best proposer, United Healthcare Services, Inc. and authorizing County Judge to execute agreement.

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)."

32. 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
33. 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 Easement interests for the Brushy Creek Trail Project.
 - k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
 - l) Discuss the acquisition of a drainage easement for CR 108.
 - m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
 - n) Discuss the acquisition of real property for CR 258.
 - o) Discuss the acquisition of real property for CR Lakeline Blvd.
 - p) Discuss the acquisition of real property for US 183.
 - q) Discuss the acquisition of real property for Hairy Man Rd.
 - r) Discuss the acquisition of real property for SW Bypass.
 - s) Discuss the acquisition of real property for Crossroad Acres.
 - t) Discuss proposed acquisition of real property on CR 138.
 - u) Discuss proposed acquisition of real property at Highland Springs Lane.
 - v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- 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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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

34. 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

35. 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).
36. 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)

37. Discuss and take appropriate action concerning economic development.
38. Discuss and take appropriate action concerning real estate.
39. 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

- 40.** 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.
- 41.** 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: 06/20/2017

Line Item Transfer for County Clerk

Submitted For: Nancy Rister

Submitted By: Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

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

Background

Money was all transferred to 0385-0385-004550 because of a large microfilm project but it was not all used. Need to move \$720 for warranty back into Computer Equipment where these are normally purchased through.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004550	Imaging & Microfilming	720.00
To	0385-0385-003010	Computer Equip. less than \$5k	720.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Nancy Rister

Final Approval Date: 06/14/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

06/14/2017 03:30 PM

06/14/2017 03:35 PM

Started On: 06/14/2017 11:34 AM

Commissioners Court - Regular Session

6.

Meeting Date: 06/20/2017

06-20-2017 LIT

Submitted For: Kevin Teller

Submitted By: Edward Pospisil, Fleet Maintenance

Department: Fleet Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, Consider, and take appropriate action concerning Line Item Transfers for Fleet Services.

Background

This transfer amount is requested to supplement our oil purchasing line item to continue daily operations. This line item has seen an increase of activity due to new formulations, capacities, and service procedures set forth by original equipment manufacturers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.004541	Vehicle Repairs & Maint	\$2,000.00
From	0882.0882.003102	Safety Supplies	\$500.00
From	0882.0882.003301	Gasoline	\$12,500.00
To	0882.0882.003303	Oil, Grease	\$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Edward Pospisil

Final Approval Date: 06/16/2017

Reviewed By

Wendy Coco

Wendy Coco

Date

06/15/2017 11:51 AM

06/16/2017 10:58 AM

Started On: 06/15/2017 10:59 AM

Commissioners Court - Regular Session

7.

Meeting Date: 06/20/2017

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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Attachments

Comp Item

8000 LIT

Form Review

Inbox

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 06/14/2017

Reviewed By

Tara Raymore

Wendy Coco

Date

06/14/2017 10:59 AM

06/14/2017 03:30 PM

Started On: 06/14/2017 08:21 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Attorney	0036	13664	\$74,245.86	\$75,730.72	\$1,484.86	2.00%	Merit	Unallocated	6/16/2017
District Clerk	0747	Vacant	\$32,430.96	\$32,552.00	\$121.04	0.37%	Increase vacant position salary	Unallocated	6/16/2017
Emergency Services	1766	14109	\$34,791.24	\$35,834.98	\$1,043.74	3.00%	Merit	Unallocated	6/16/2017
Justice of the Peace 3	0091	vacant	\$32,702.49	\$31,263.37	-\$1,439.12	-4.40%	Decrease vacant position salary to award merit to PCN: 0999 & 1001	Unallocated	6/16/2017
Justice of the Peace 3	0999	13711	\$31,930.01	\$32,568.62	\$638.61	2.00%	Merit	Unallocated	6/16/2017
Justice of the Peace 3	1001	13893	\$31,766.63	\$32,567.14	\$800.51	2.52%	Merit	Unallocated	6/16/2017

*Amount may vary slightly due to Oracle rounding

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
From	01-0100-8004-001130	Emerg Svcs Dept/Merit	\$ 1,043.74
From	01-0100-8004-002010	Emerg Svcs Dept/FICA	\$ 79.85
From	01-0100-8004-002020	Emerg Svcs Dept/Retirement	\$ 139.55
To	01-0100-0583-001100	Emerg Svcs Dept/Salaries	\$ 1,043.74
To	01-0100-0583-002010	Emerg Svcs Dept/FICA	\$ 79.85
To	01-0100-0583-002020	Emerg Svcs Dept/Retirement	\$ 139.55

Commissioners Court - Regular Session

8.

Meeting Date: 06/20/2017

Justice of the Peace 4 MAY 2017 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, May 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM MAY 2017

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

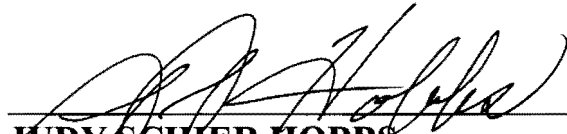
06/15/2017 11:05 AM

Started On: 06/15/2017 10:42 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

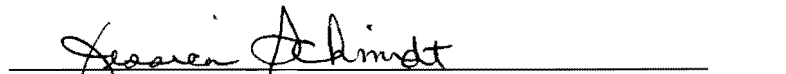
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of May, 2017.



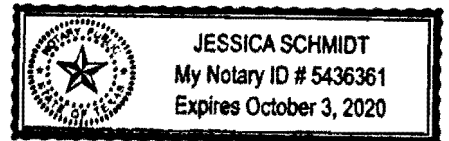
**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



9th day of June, 2017 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2017-05/31/2017

Date Printed: 6/9/2017
Time Printed: 10:41:10AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	5	25.00	25.00	10.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	5	60.00	60.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	51	1,225.00	1,225.00	50.00	800.00	0.00	0.00	375.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	101	582.00	582.00	12.00	468.00	6.00	0.00	96.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	71	4,550.00	4,550.00	140.00	2,870.00	0.00	0.00	1,540.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	2	50.00	50.00	0.00	0.00	25.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	7	35.00	35.00	0.00	30.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	0.00	900.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	3	57.00	57.00	0.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	48	1,150.00	1,150.00	0.00	1,150.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	101	970.00	970.00	20.00	780.00	10.00	0.00	160.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	0.00	0.00	0.00	22.00	0.00	0.00	0.00	0100-0000-341804
OVER	OVER PAYMENT OF FINE	1	140.00	140.00	0.00	0.00	0.00	0.00	140.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	9	350.00	350.00	150.00	0.00	50.00	0.00	150.00	0.00	0.00	0.00	01-0369-0000-34191
TRNSCPT	TRANSCRIPT FEE	1	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
TRUANCY	TRUANCY CONTEMPT FI	9	650.00	650.00	350.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	5	22.00	22.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		430	10,963.00	10,963.00	742.00	7,162.00	91.00	0.00	2,968.00	\$0.00	0.00	0.00	
Direct Deposit	\$0.00								HB2398		\$0.00		
Cash	\$742.00								CSR Credit		\$0.00		
Checks	\$7,162.00								Jail Credit		\$0.00		Post for Refund \$0.00
Money Orders	\$91.00								Non-Monetary		\$0.00		Over Payments \$0.00
Credit Cards :	\$2,968.00				Escrow Payments	\$0.00	Transaction Fee	\$0.00					
TOTAL CURRENCY	\$10,963.00				ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$0.00		TOTAL PAID \$0.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2017-05/31/2017

Date Printed: 6/9/2017
Time Printed: 10:41:10AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		0.00	140.00	0.00	0.00	0.00	140.00
0100-0000-341804		1,067.00	432.00	0.00	0.00	0.00	1,499.00
0100-0000-341904		3,910.00	1,690.00	0.00	0.00	0.00	5,600.00
0100-0000-351304		350.00	300.00	0.00	0.00	0.00	650.00
0100.0000.341804		1,150.00	0.00	0.00	0.00	0.00	1,150.00
0399-0000-208822		486.00	96.00	0.00	0.00	0.00	582.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	810.00	160.00	0.00	0.00	0.00	970.00
01-0369-0000-341917	TRUANT CONDUCT FEE	200.00	150.00	0.00	0.00	0.00	350.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	22.00	0.00	0.00	0.00	0.00	22.00
TOTALS:		7,995.00	2,968.00	0.00	0.00	0.00	10,963.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2017-05/31/2017

Date Printed: 6/7/2017
Time Printed: 9:32:13AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	146	604.82	584.82	97.28	0.00	65.41	0.00	422.13	20.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	217	895.50	863.30	166.35	0.00	146.27	0.00	550.68	32.20	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	15	73.45	73.45	20.00	0.00	3.45	0.00	50.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	8	30.00	20.00	0.00	0.00	5.00	0.00	15.00	0.00	10.00	0.00	0100-0000-341804
CS	CHILD SAFETY	15	200.00	180.00	60.00	0.00	0.00	0.00	120.00	20.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	3	45.00	30.00	0.00	0.00	0.00	0.00	30.00	15.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	10	100.00	100.00	70.00	0.00	10.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	47	3,891.34	3,891.34	149.94	0.00	444.90	0.00	3,296.50	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	58	534.60	534.60	150.18	0.00	178.20	0.00	206.22	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	591	65,634.10	58,967.45	7,346.00	0.00	5,889.90	0.00	45,731.55	6,474.75	191.90	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	3	6.00	4.00	0.00	0.00	0.00	0.00	4.00	2.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	12	2,055.00	2,055.00	510.00	0.00	100.00	0.00	1,445.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	272	691.56	676.56	106.84	0.00	108.09	0.00	461.63	12.00	3.00	0.00	0100-0000-341804

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMEN	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFC4.	CONTABLE ARREST FEE	11	46.68	46.68	1.65	0.00	1.68	0.00	43.35	0.00	0.00	0.00	0100-0000-341914
AWF	AUSTIN POLICE DEPART	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	3	249.63	249.63	249.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	7	224.46	224.46	0.00	0.00	0.00	0.00	224.46	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	2	47.98	47.98	0.00	0.00	0.00	0.00	47.98	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	83	2,928.28	2,628.28	211.44	0.00	640.89	0.00	1,775.95	300.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	457	14,715.11	14,160.51	2,542.02	0.00	1,888.37	0.00	9,730.12	474.60	80.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	456	1,108.55	1,065.23	190.68	0.00	141.56	0.00	732.99	37.32	6.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	447	363.04	349.60	63.56	0.00	47.19	0.00	238.85	11.44	2.00	0.00	0361-0000-341154
COM	COMMITMENT	35	117.97	85.77	16.47	0.00	45.07	0.00	24.23	32.20	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	4	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	14	500.70	400.70	114.70	0.00	50.00	0.00	236.00	100.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	3	15.00	10.00	0.00	0.00	0.00	0.00	10.00	5.00	0.00	0.00	0399-0000-208170
GTWF	GEORGETOWN POLICE D	1	4.74	4.74	0.00	0.00	0.00	0.00	4.74	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPART	1	12.46	12.46	0.00	0.00	12.46	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	447	726.01	699.13	127.12	0.00	94.37	0.00	477.64	22.88	4.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	3	0.75	0.50	0.00	0.00	0.00	0.00	0.50	0.25	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	440	1,793.01	1,728.01	317.82	0.00	225.93	0.00	1,184.26	55.00	10.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	453	1,466.08	1,412.32	254.25	0.00	188.75	0.00	969.32	45.76	8.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	447	1,452.08	1,398.32	254.25	0.00	188.75	0.00	955.32	45.76	8.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	447	2,178.11	2,097.47	381.38	0.00	283.13	0.00	1,432.96	68.64	12.00	0.00	0399-0000-208352
MISC	MISCELLANIOUS FEE	2	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0355-0000-341100
MISC REV	MISCELLANIOUS REVENI	2	1.15	1.15	0.15	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	283	24.42	24.02	3.47	0.00	3.72	0.00	16.83	0.30	0.10	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	4	1,445.00	1,445.00	0.00	0.00	1,147.00	0.00	298.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	1,144.00	1,144.00	1,144.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	35	117.97	85.77	16.47	0.00	45.07	0.00	24.23	32.20	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	74.80	52.80	0.00	0.00	11.12	0.00	41.68	22.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	4	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	2	200.00	200.00	100.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	271	6,885.63	6,765.63	1,068.46	0.00	1,080.87	0.00	4,616.30	90.00	30.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	7	17.96	17.96	3.45	0.00	1.68	0.00	12.83	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	50	189.05	184.05	75.00	0.00	2.15	0.00	106.90	5.00	0.00	0.00	0100-0000-341914
THWF	THRALL POLICE DEPART	1	35.12	35.12	0.00	0.00	0.00	0.00	35.12	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	123	2,154.60	1,954.60	409.43	0.00	476.30	0.00	1,068.87	150.00	50.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	404	672.31	650.31	120.10	0.00	86.72	0.00	443.49	18.00	4.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRAT	17	983.11	983.11	52.83	0.00	249.50	0.00	680.78	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	6373	116,749.13	108,237.83	16,419.92	0.00	13,865.50	0.00	77,952.41	\$8,092.30	419.00	0.00
Direct Deposit	\$0.00							HB2398	\$0.00		
Cash	\$16,419.92							CSR Credit	\$419.00		
Checks	\$0.00							Jail Credit	\$8,092.30		Post for Refund \$0.00
Money Orders	\$13,865.50							Non-Monetary	\$0.00		Over Payments \$0.00
Credit Cards :	\$77,952.41	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$108,237.83	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$8,511.30	TOTAL PAID	\$0.00		

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 05/01/2017-05/31/2017

Date Printed: 6/7/2017
Time Printed: 9:32:13AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		249.63	0.00	0.00	0.00	0.00	249.63
0100-0000-209600		610.00	1,445.00	0.00	0.00	0.00	2,055.00
0100-0000-209700		1,144.00	0.00	0.00	0.00	0.00	1,144.00
0100-0000-341804		1,262.36	1,760.98	251.40	0.00	0.00	3,274.74
0100-0000-341911		0.00	224.46	0.00	0.00	0.00	224.46
0100-0000-341913		0.00	47.98	0.00	0.00	0.00	47.98
0100-0000-341914		937.94	1,949.03	305.00	0.00	0.00	3,191.97
0100-0000-351304		13,235.90	45,731.55	6,666.65	0.00	0.00	65,634.10
0100-0000-370500		1.15	0.00	0.00	0.00	0.00	1.15
0355-0000-341100		1.00	0.00	0.00	0.00	0.00	1.00
0360-0000-341150		332.24	732.99	43.32	0.00	0.00	1,108.55
0361-0000-341154		110.75	238.85	13.44	0.00	0.00	363.04
0365.0000.341161		25.00	0.00	0.00	0.00	0.00	25.00
0372-0000-341144		443.00	969.32	53.76	0.00	0.00	1,466.08
0399-0000-208160		4,430.39	9,730.12	554.60	0.00	0.00	14,715.11
0399-0000-208170		0.00	10.00	5.00	0.00	0.00	15.00
0399-0000-208180		0.00	0.50	0.25	0.00	0.00	0.75
0399-0000-208235		443.00	961.32	53.76	0.00	0.00	1,458.08
0399-0000-208300		0.00	30.00	15.00	0.00	0.00	45.00
0399-0000-208352		664.51	1,432.96	80.64	0.00	0.00	2,178.11
0399-0000-208400		336.07	600.68	32.20	0.00	0.00	968.95
0399-0000-208425		2,149.33	4,616.30	120.00	0.00	0.00	6,885.63
0399-0000-208500		0.00	4.00	2.00	0.00	0.00	6.00
0399-0000-208850		1,147.00	298.00	0.00	0.00	0.00	1,445.00
0399-0000-208860		885.73	1,068.87	200.00	0.00	0.00	2,154.60
0399.0000.208703		221.49	477.64	26.88	0.00	0.00	726.01
0399-0000-208415		7.19	16.83	0.40	0.00	0.00	24.42
0100-0000-207027		302.33	680.78	0.00	0.00	0.00	983.11
01.0100.0000.207017	DLQ FEE	594.84	3,296.50	0.00	0.00	0.00	3,891.34
0103690000370000	JUVENILE CASE MANAGER FUND	543.75	1,184.26	65.00	0.00	0.00	1,793.01
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	206.82	443.49	22.00	0.00	0.00	672.31
TOTALS :		30,285.42	77,952.41	8,511.30	0.00	0.00	116,749.13

Commissioners Court - Regular Session

9.

Meeting Date: 06/20/2017

Asset Auction 6-20-2017

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 (23) Computer's, (15) Keyboards, (3) Printer's, (7) Mice, (1) Adapter, (3) File Cabinets, (1) Office Supply organizer, (1) Table, (13) Chairs, (1) Weight Scale, (6) Router's, (3) TV's, (2) DVD/VCR, (1) DVD, (1) Camera control box, (2) Scanner's, (3) VCR's, (7) Camera's, (1) Port switch, (1) DVR, (65) Monitor's,(3) Filing Cabinets, (1) Typewriter, (2) Port cables. (1) Tool Box, Boxes of Misc. computer parts, (1) External Drive, (2) Docking stations, (1) Phone, (8) Computer speakers, (1) Server case, (1) USB Modem, (7) Laptop bags, (2) Camera bags, (3) GPS Trackers, (1) Card laminator, (2) Staplers, (1) Rolling cart, (1) Shelf, (1) Radio, (4) Webcams, (3) Gridstores, (2) Powervault, (2) Drobo Mas units, (1) Battery backup, (1) Tandem back-up, (1) 2004 Ford F-150, (1) 2009 Ford F250, (1) 2012 Chevy Tahoe (see attached lists) 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 1](#)

[Asset Vehicle 2](#)

[Asset Vehicle 1](#)

[Asset Vehicle 3](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Jayme Jasso
Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 09:50 AM
Started On: 06/15/2017 08:50 AM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 780	7MC96HFB39VYVBM98Q&KRYPX1696076	C02936	Non-Working ▼
7	Dell Keyboards			Working ▼
1	HP Portable Printer	SG85K1Z021		Working ▼
1	Dell Mouse	CN09RRC74475107N0B90		Working ▼
1	Dell Adaptor	ADP70EB		Working ▼

Parties involved:

FROM (Transferor Department): Veteran Services

Transferor - Elected Official/Department Head/Authorized Staff:

Donna Harrell, CVSO, Director

Print Name

Donna Harrell, CVSO

Signature

5/23/17

Date

Contact Person:

Geoffrey Freeman, Admin Specialist

Print Name

5129431900

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

JUN - 8 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 740	FLSJVK1		Working ▼
1	4 Drawer File Cabinet Letter/Legal			Non-Working ▼
1	4 Drawer File Cabinet Letter/Legal			Working ▼
1	Safco Office Supply Organizer			Working ▼
1	Dell Mouse	LZB22803745		Working ▼

Parties involved:

FROM (Transferor Department): Veteran Services

Transferor - Elected Official/Department Head/Authorized Staff:

Donna Harrell, CVSO, Director

Print Name: _____

Signature: *Donna Harrell, CVSO* Date: 5/23/17

Contact Person:

Geoffrey Freeman, Admin Specialist

Print Name: _____

Phone Number: 5129431900

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

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

Print Name: _____

Signature: _____ Date: _____

Contact Person:

RECEIVED

JUN - 8 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Phone Number: _____

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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	Wooden Table, 3w x 3h x 2D			Working ▼
1	Red Chair, Rolling 7803BK	3N03JS		Working ▼
1	Precision Weight Scale	CR2032		Working ▼
				▼
				▼

Parties involved:

FROM (Transferor Department): Veteran Services

Transferor - Elected Official/Department Head/Authorized Staff:

Contact Person:

Donna Harrell, CVSO, Director

Geoffrey Freeman, Admin Specialist

Print Name

Print Name

Donna Harrell, CVSO

5/23/17

5129431900

Signature

Date

Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

JUN - 8 2017

Signature

Date

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Router, DYNEX, DXE402	10J22B07000	None	Non-Working
1	Router, LINKSYS	R9140F933964	None	Non-Working
1	Router, LINKSYS	RA370LB04107	None	Non-Working
1	Router, LINKSYS	RA350G115551	None	Non-Working
	See Attached Sheet			

Parties involved:

FROM (Transferor Department): LE 560

Transferor - Elected Official/Department Head/Authorized Staff:

Tim Ryle

 Print Name

Tim Ryle

 Signature

Contact Person:

Denise McGlaun

 Print Name

+1 (512) 943-1349

 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

Contact Person: JUN - 8 2017

Print Name

AUDITOR'S OFFICE
 WILLIAMSON COUNTY, TEXAS

Signature

Date

Phone Number

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

Forward to County Auditor's Office

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

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

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	Sony TV No Model	B0220251602295	NA	Unknown
1	RCA TV	B316B21W9	NA	Unknown
1	Forensic Recovery of Evidence Device (computer)	W120021021D	NA	Non-Working
1	Desk Top Computer (no make or model)	None	NA	Non-Working
1	Desk Top, Dell, Dimension 4400	0932RY	NA	Non-Working
1	Forensic Computer, Si Force	None	2186	Non-Working
1	Lap Top, Dell, Inspiron 8500	GX1DF31	NA	Non-Working
1	Lap Top, Dell, Latitude	J3GGZ21	NA	Non-Working
1	Lap Top, Dell, Latitude D820	5PKR3C1	NA	Non-Working
1	Lap Top, Dell, Latitude D820	HMTQNB1	NA	Non-Working
1	Lap Top, Sony, Vaio	C1006EVK	2251	Non-Working
1	DVD/VCR Magnovox, MWD2205	U13506972	NA	Non-Working
1	DVD Panasonic, DMREH55	VN61K001291R	NA	Non-Working
1	Camera control box, AVTECH	7FZ20622	NA	Non-Working
1	Scanner, HP ScanJet 4570C	CN28XS52D8	NA	Non-Working
1	VCR, Panasonic, PVD4744S	E4IA46954	NA	Non-Working
1	VCR, Panasonic, AG1980P	E1TC00161	NA	Non-Working
1	Camera, Polaroid, Spectra AF	None	NA	Non-Working
1	Camera, Cannon, Sure Shot	5309950	NA	Non-Working
1	Port Switch control box	F0C0824T01G	NA	Non-Working
1	DVR, 4 Ch Stand Alone (no brand or model)	A0304A001368	NA	Non-Working
1	Scanner, HP ScanJet 4400C	CN226BD1HW	NA	Non-Working
1	VCR, Philips, VRB611AT22	40033017	NA	Non-Working

RECEIVED

JUN - 8 2017

AUDITOR'S OFFICE

1000 W. BROADWAY, SUITE 1000

Quantity	Description (year, make, model, etc.)	Manufacturer ID # (serial, service tag, or VIN)	County Tag#	Condition of Assets (working, non- working, unk)
1	DVD/VHS, Samsung, DVDV1000	61AT128676BXAA	N/A	Non-Working
1	Monitor, Panasonic, WVCM1480	BBW13727	N/A	Non-Working
1	Monitor, Panasonic, WVCK1420A	AFU03834	N/A	Non-Working
1	Camera, Sony, MVCFD92	355894	N/A	Non-Working
1	Monitor, Utrac Engineering, CH916	D093E0032	N/A	Non-Working
3	Filing Cabinets	None	N/A	Working
1	Typewriter, No Brand, ML100	H1K376545	N/A	Non-Working
1	Camera, Polaroid, Macro 5 SLR	None	N/A	Non-Working
1	Data Port Cables	None	N/A	Non-Working
1	PDA Seizure Tool Box, (Data Cables for phones)	None	N/A	Non-Working
1	Sustern Data Port Cables, (Data Cables for phones)	None	N/A	Non-Working
1	Misc. Computer parts from computer lab, 1 box	None	N/A	Non-Working
1	Camera, HP, Photo Smart 435	CN3AT93079	N/A	Non-Working
1	External Drive, Lacie	145002351	N/A	Non-Working
5	Computer mouse	None	N/A	Non-Working
3	Computer keyboards	None	N/A	Non-Working
2	Lap Top Docking Stations	None	N/A	Non-Working
1	Phone, Lucent, 8110M	979T67000196	N/A	Non-Working
6	Computer Speakers	None	N/A	Non-Working
1	Server Case, Dell, EMS01	3LYY7C1	N/A	Non-Working
1	USB Modem, Buslink, UM1	95106802594	N/A	Non-Working
8	Lobby Chairs	None	N/A	Non-Working
5	Lap Top Bags	None	N/A	Non-Working

RECEIVED

JUN - 8 2017

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

Williamson County

Asset Status Change Form

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

- | | |
|--|---|
| <input type="radio"/> TRANSFER bet ween county departments | <input type="radio"/> DONATION to a non-county entity |
| <input checked="" type="radio"/> SALE at the earliest auction * | <input type="radio"/> DESTRUCTION due to Public Health / Safety |
| <input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> 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			

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY

Print Name

Tammy McCulley
Signature

6/2/17
Date

Contact Person:

HOLLY SHELL

Print Name

+1 (512) 943-1450

Phone Number

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

Transferee - Elected Official/Department Head/

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

[Signature]

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED

JUN - 6 2017

AUDITOR'S OFFICE

WILLIAMSON COUNTY, TEXAS

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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 _____

1-FILING CABINET

4-CHAIRS

**5-DELL OPTIPLEX 780 #FK59VL1, #FMSWLN1, #6WL8KQ1, CVD3LM1,
FR8KBM1**

1-DELL OPTIPLEX 740 #1GKLGH1

1-DELL OPTIPLEX 755 #HQM25H1

1-DELL PRECISION 380 #3BJWZ81

6-MONITORS

1-DELL POWEREDGE T620 #F3YYPW1

1-CANON MG530 PRINTER

5-KEYBOARDS

1-DELL LATITUDE E6540 #852YM12

2-BOXES OF CABLES

2-LAPTOP BAGS

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JUN - 6 2017

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

1-BOX OF MISC CABLES/RACK MOUNTS

1-BLACK ROLLING CART

1- RACK SHELF

1-SONICWALL WIRELESS ROUTER #C0EAE45E65D0

1-180 DEGREE OUTDOOR CAMERA #AV8180

1-AXIS M3014 CAMERA

1-MOTOROLA P1DU PLUS RADIO #1112057339

1-MONITOR

1-TANDEM DXR MODEL# FSP150-601U ST#SLI-0904-30003

1-DELL TABLET KEYBOARD

1-BOX OF MISC CABLES, KEYBOARDS, POWER SUPPLIES

4-LOGITECH C210 WEBCAMS

1-DELL POWERCONNECT 5448 #CSXRFH1

**3-GRIDSTORES #ATS001010213006, #ATS001010213007,
#ATS001010213008**

2-POWERSHIELD #FZS3931, #CGMJWB1

2-DROBO NAS UNITS #TDB1416BO117, #TDB1314C0058

1-BATTERY BACKUP

RECEIVED

JUN - 6 2017

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

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)
44	Computer Monitors			Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Doyle Hobbs
 Print Name

Doyle Hobbs
 Signature

6-5-17
 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:

Tony Hill
 Print Name

943-3314
 Phone Number

RECEIVED

JUN - 8 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)

- | | |
|--|---|
| <input type="radio"/> TRANSFER bet ween county departments | <input type="radio"/> DONATION to a non-county entity |
| <input checked="" type="radio"/> SALE at the earliest auction * | <input type="radio"/> DESTRUCTION due to Public Health / Safety |
| <input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> 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)
5	Computer Monitors			Working

Parties involved:

FROM (Transferor Department): District Attorney's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Shawn Dick
Print Name

Shawn Dick
Signature

Contact Person:

Grace Frias
Print Name

6-6-17
Date 943-1237
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

Contact Person:

Tony Hill
Print Name

943-3314
Date Phone Number

RECEIVED

JUN - 8 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Williamson County

Asset Status Change 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	17" monitor			Working ▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): 368th District Court

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Rick Kennon **Contact Person:**

 Jennifer Tredemeyer
 Print Name Print Name

6/19/17 5129431368
 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:**
 Tony Hill
 Print Name Print Name

_____ 5129433314
 Signature Date Phone Number

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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	17" monitor			Working ▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): 26th District Court

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Donna King
 Print Name

Signature

Contact Person:

Deb Lewis
 Print Name

6/9/17 5129431226
 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.)

Print Name

Signature

Contact Person:

Tony Hill
 Print Name

5129433314
 Phone Number

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Williamson County

Asset Status Change Form

Print Form

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

<input type="radio"/> TRANSFER bet ween county departments <input checked="" type="radio"/> SALE at the earliest auction * <input type="radio"/> TRADE-IN for new assets of similar type for the county	<input type="radio"/> DONATION to a non-county entity <input type="radio"/> DESTRUCTION due to Public Health / Safety <input type="radio"/> 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	17" monitor			Working ▼
				▼
				▼
				▼
				▼

Parties involved:

FROM (Transferor Department): 395th District Court

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Ryan Larson

 Print Name

Signature

6/9/17

 Date

Contact Person:

Glenda Clark

 Print Name

5129431395

 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:

Tony Hill

 Print Name

5129433314

 Phone Number

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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 _____

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	122172 MILES
Department	210 - Unified Road Systems
County VIN/Serial Number	1FTSW20549EA24056
Equipment/Door Number	UB0942
License Plate	1265997
Year	2009
Make	FORD
Model	F250
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 5/25/2017 3:27 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/25/2017 3:46 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/9/2017 9:28 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/12/2017 2:35 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/12/2017 3:55 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	128181 MILES
Department	210 - Unified Road Systems
County VIN/Serial Number	2FTRX17W64CA42335
Equipment/Door Number	UB0410
License Plate	1110188
Year	2004
Make	FORD
Model	F150
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 5/25/2017 3:28 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/25/2017 3:50 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/9/2017 9:25 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/12/2017 2:29 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/12/2017 3:52 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	136,626
Department	554 - Constable Pct 4
County VIN/Serial Number	1GNLC2E01CR169136
Equipment/Door Number	4B1209
License Plate	1130993
Year	2012
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Brian Olson 6/5/2017 11:42 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	136,626 miles
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 6/6/2017 8:56 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 6/9/2017 9:22 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 6/12/2017 2:38 PM
To be completed by Purchasing Department	
Fleet Comments	136,626 miles
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 6/12/2017 3:59 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session

10.

Meeting Date: 06/20/2017

Asset Vehicle Trade-in 6-20-2017

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 Trade-in including (1) 2012 Ford F450, (1) 2012 Wheeled Coach and (1) 2014 Wheeled Coach ambulance (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

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

Attachments

[Asset Trade in 1](#)

[Asset Trade in 2](#)

[Asset Trade in 3](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 11:05 AM

Started On: 06/15/2017 10:15 AM

Vehicle Status Change

Comments	Trade in for new assets of same general type for the county. Box #: 8236WC. Milage: 94561
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT6CEA60696
Equipment/Door Number	ET1232
License Plate	113-7103
Year	2012
Make	Ford
Model	F-450
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 5/22/2017 2:03 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Trade-in
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/22/2017 3:25 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/2/2017 9:30 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/12/2017 1:05 PM
To be completed by Purchasing Department	
Fleet Comments	Trade-in
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/12/2017 3:36 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Comments	Trade in for new assets of same general type for the county. These boxes are affixed to the ambulances that are being traded in.
Department	540 - EMS
County VIN/Serial Number	321015
Equipment/Door Number	8236WC
License Plate	NA
Year	2012
Make	Wheeled Coach
Model	Ambulance Box
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 5/22/2017 4:00 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	This is the box attached to ET1232. To be traded in with truck
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/23/2017 7:41 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/2/2017 9:12 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/12/2017 1:44 PM
To be completed by Purchasing Department	
Fleet Comments	This is the box attached to ET1232. To be traded in with truck
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/12/2017 3:39 PM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Trade in for new assets of same general type for the county. These boxes are afixed to the ambulance being traded in.
Department	540 - EMS
County VIN/Serial Number	341131
Equipment/Door Number	8486WC
License Plate	NA
Year	2014
Make	Wheeled Coach
Model	Ambulance Box
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Mike Knipstein 5/22/2017 4:03 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Box is mounted to ET1486. To be traded in with truck
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 5/23/2017 7:49 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✓ Heather Kirkwood 6/2/2017 9:16 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 6/12/2017 1:46 PM
To be completed by Purchasing Department	
Fleet Comments	Box is mounted to ET1486. To be traded in with truck
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 6/12/2017 3:47 PM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session

11.

Meeting Date: 06/20/2017

Treasurer's Report for May 2017

Submitted For: David Heselmeyer

Submitted By: David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for May 2017 pursuant to Texas Local Government Code §114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TR Report 5-17

Form Review

Inbox

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 06/12/2017

Reviewed By

Wendy Coco

Date

06/12/2017 03:41 PM

Started On: 06/12/2017 10:00 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF D. SCOTT HESELMAYER
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
JUNE TERM 2017

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____ day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **May 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$494,531,21.13.

Dan A. Gattis, County Judge

Terry Cook, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____ day _____, A.D., 2017.

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

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: MAY-17

Date: 06-JUN-17 14:08:11

Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(1,013,201.04)	83,711,426.44	84,307,818.96	(1,609,593.56)
Investments - TexPool	74,302,455.30	3,221,253.95	12,107,898.20	65,415,811.05
Investments	314,820,388.35	24,858,228.69	24,270,961.67	315,407,655.37
Investments - Logic	126,188,854.34	18,661,245.33	32,920,141.44	111,929,958.23
Total General Operating	514,298,496.95	130,452,154.41	153,606,820.27	491,143,831.09
Payroll Fund				
Cash	1,562,458.98	11,985,353.70	11,990,514.02	1,557,298.66
Total Payroll Fund	1,562,458.98	11,985,353.70	11,990,514.02	1,557,298.66
SO Commissary Fund				
Cash	1,322,516.78			1,322,516.78
Investments - Texpool	507,374.60			507,374.60
Total SO Commissary Fund	1,829,891.38			1,829,891.38
Grand Total	517,690,847.31	142,437,508.11	165,597,334.29	494,531,021.13

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: MAY-17

Date: 06-JUN-17 14:08:12

Page: 1

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(9,316,803.95)	39,178,125.58	39,261,450.71	(9,400,129.08)
101000 0200 ROAD & BRIDGE GENERAL FUND	1,833,220.92	7,729,248.86	8,718,304.60	844,165.18
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(10,125.68)	2,000.00	1,000.00	(9,125.68)
101000 0231 CAMPO PERSONNEL FUND	(528,160.90)	87,854.38	89,707.34	(530,013.86)
101000 0250 PASS THRU FUNDING PROGRAM	132,883.52	4,815,000.00	4,948,225.43	(341.91)
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	582,798.35			582,798.35
101000 0340 TOBACCO FUND	293,830.69	2,012,239.78	2,012,239.78	293,830.69
101000 0350 LAW LIBRARY FUND	30,768.40	41,189.88	46,704.14	25,254.14
101000 0353 JP #3 TEEN COURT PROGRAM	986.00			986.00
101000 0355 COURT REPORTER SERVICE FUND	102,641.18	19,906.96	14,864.48	107,683.66
101000 0360 COURTHOUSE SECURITY FUND	112,552.24	41,078.33	31,786.91	121,843.66
101000 0361 JP SECURITY FUND	132,957.73	2,644.46	1,401.52	134,200.67
101000 0364 PRETRIAL PREVENTION PROGRAMS	10,065.00	27,360.00	13,680.00	23,745.00
101000 0365 CHILD SAFETY FUND	(8,578.88)	141,575.80	70,680.80	62,316.12
101000 0366 CHILD ABUSE PREVENTION FUND	289.19	78.68	39.34	328.53
101000 0367 JP #3 TRUANCY PROGRAM FD	104,881.58	8,116.14	8,707.48	104,290.24
101000 0368 JP #2 TRUANCY PROGRAM FD	72,377.40	966.84	483.42	72,860.82
101000 0369 JP #4 TRUANCY PROGRAM FD	93,699.46	5,255.64	2,634.37	96,320.73
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	82,369.22	3,981.02	3,921.76	82,428.48
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(3,081.42)	10,644.20	52,296.01	(44,733.23)
101000 0373 JP #1 TRUANCY PROGRAM FD	27,904.85	1,004.40	504.70	28,404.55
101000 0374 CTY & DIST CT TECHNOLOGY FUND	79,180.81	1,764.63	884.40	80,061.04
101000 0375 ELECTION SRVS CONTRACT FD	255,375.74	242,228.76	240,767.30	256,837.20
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	292,170.57		985.50	291,185.07
101000 0378 ELECTION HAVA - TITLE II	552,276.40			552,276.40
101000 0380 PROBATE COURT FUND	50,682.94	1,340.04	1,860.50	50,162.48
101000 0381 GUARDIANSHIP FUND	111,520.90	5,440.18	2,720.09	114,240.99
101000 0382 SPECIALITY COURTS FUND	132,916.63	712.00	3,408.31	130,220.32
101000 0384 RCDS ARCHIVE FUND - CO CLERK	306,874.48	115,920.00	79,197.57	343,596.91
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	512,503.85	243,797.99	169,746.71	586,555.13
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	196,860.99	5,211.04	3,951.26	198,120.77
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	287,075.01	10,163.88	6,534.18	290,704.71
101000 0388 COURT RCDS PRESERVATION FUND	513,758.32	14,861.34	7,430.67	521,188.99
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	137,191.86	18,624.86	10,226.33	145,590.39
101000 0399 STATE AGENCY FUND	218,773.07	561,641.39	281,148.36	499,266.10
101000 0406 CO ATTY HOT CHECK FUND	17,357.77	1,279.42	939.71	17,697.48
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	129,892.06		2,125.14	127,766.92
101000 0410 CO SHRF ASSET FORFEITURES	491,830.90		4,255.67	487,575.23
101000 0490 EMPLOYEE FUND	61,147.36	717.00	518.50	61,345.86
101000 0503 OUT OF ST/ICE INMATE BILL FD		3,209,238.24	3,209,238.24	
101000 0507 WC RADIO COMMUNICATION SYSTEM	154,935.28	385,554.10	281,031.63	259,457.75
101000 0508 WMSN CO CONSERVATION FUND	505,236.95	8,930.94	50,137.64	464,030.25
101000 0515 APPELLATE JUDICIAL SYS FD	2,591.04	6,864.94	6,023.51	3,432.47
101000 0545 REGIONAL ANIMAL SHELTER	252,211.96	385,917.88	302,548.07	335,581.77
101000 0546 REG ANIMAL SHELTER DONATION FUND	500,197.91	32,761.88	25,665.40	507,294.39
101000 0571 JJAEP TIER II FUNDING	359,274.92	30,960.00	26,535.56	363,699.36

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: MAY-17

Date: 06-JUN-17 14:08:12

Page: 2

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
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101000 0600 DEBT SERVICE-COUNTY WIDE	66,172.58	805,634.55	821,804.71	50,002.42
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,818.72	200.00	100.00	6,918.72
101000 0777 CAPITAL PROJECTS FUND	(85,208.48)	20,005,640.18	20,040,289.96	(119,858.26)
101000 0831 831 CAMPO OPERATING	(177,327.55)	194,621.44	453,017.81	(435,723.92)
101000 0852 AVERY RANCH FUND	1,696.70	8,728.52	9,839.49	585.73
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	2,063.95	2,186.05	4,250.00	
101000 0875 SO COMMISSARY FUND	1,322,516.78			1,322,516.78
101000 0880 PAYROLL FUND	1,562,458.98	11,985,353.70	11,990,514.02	1,557,298.66
101000 0882 FLEET MAINTENANCE	854,416.10	288,885.62	332,322.39	810,979.33
101000 0885 WSMN CO BENEFITS FUND	(720,445.68)	2,215,820.92	1,934,216.41	(438,841.17)
101000 0888 FIDUCIARY FUNDS		200,000.00	100,000.00	100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(840,208.17)	577,507.70	615,465.15	(878,165.62)
-----	-----	-----	-----	-----
Total Cash	1,871,774.72	95,696,780.14	96,298,332.98	1,270,221.88
151000 0100 GENERAL FUND	655.33	214.82		870.15
151000 0200 ROAD & BRIDGE GENERAL FUND	24,670.13	16.13		24,686.26
151000 0340 TOBACCO FUND	8,481.67	5.50		8,487.17
151000 0350 LAW LIBRARY FUND	303,200.92	197.99		303,398.91
151000 0355 COURT REPORTER SERVICE FUND	1,094,394.36	714.65		1,095,109.01
151000 0360 COURTHOUSE SECURITY FUND	128,562.79	83.98		128,646.77
151000 0365 CHILD SAFETY FUND	366,158.20	238.97	214.20	366,182.97
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	221,591.53	144.71		221,736.24
151000 0372 JUSTICE COURT TECHNOLOGY FUND	465,272.30	303.87		465,576.17
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,919,688.95	1,253.63		1,920,942.58
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,890,217.50	1,234.35		1,891,451.85
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	427,082.58	278.92		427,361.50
151000 0408 D/A ASSET FORFEITURES	123,720.99	80.82		123,801.81
151000 0410 CO SHRF ASSET FORFEITURES	356,986.21	233.11		357,219.32
151000 0508 WMSN CO CONSERVATION FUND	1,243,978.00	812.37		1,244,790.37
151000 0600 DEBT SERVICE-COUNTY WIDE	517,889.97	338.17		518,228.14
151000 0875 SO COMMISSARY FUND	507,374.60			507,374.60
151100 0100 GENERAL FUND	13,337,733.84	2,836,138.78	338,988.30	15,834,884.32
151100 0200 ROAD & BRIDGE GENERAL FUND	11,542,841.70	39,513.37		11,582,355.07
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,125.28	22.82		25,148.10
151100 0311 WM-MASTER SITE DEVELOPMENT	686,283.29	622.72		686,906.01
151100 0312 WM-COMMUNITY REC FACILITY	495,785.32	449.86		496,235.18
151100 0340 TOBACCO FUND	1,244,037.77	1,125.90	12,239.78	1,232,923.89
151100 0600 DEBT SERVICE-COUNTY WIDE	26,633,715.36	327,221.75	9,933,492.80	17,027,444.31
151100 0852 AVERY RANCH FUND	1,512,066.21	1,993.67	3,788.54	1,510,271.34
151100 0885 WSMN CO BENEFITS FUND	3,213,000.40	2,915.30		3,215,915.70
151160 0777 CAPITAL PROJECTS FUND	222,146.64	201.57		222,348.21
151161 0777 CAPITAL PROJECTS FUND	410,479.51	372.47		410,851.98
151162 0777 CAPITAL PROJECTS FUND	5,886,688.55	4,523.75	1,819,174.58	4,072,037.72
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Total TexPool/TexPool Prime	74,809,829.90	3,221,253.95	12,107,898.20	65,923,185.65

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: MAY-17

Date: 06-JUN-17 14:08:12

Page: 3

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
-----	-----	-----	-----	-----
152000 0100 GENERAL FUND	104,480,571.36	12,022,608.56		116,503,179.92
152000 0200 ROAD & BRIDGE GENERAL FUND	15,941,319.73	5,954,768.80	5,970,961.67	15,925,126.86
152000 0250 PASS THRU FUNDING PROGRAM	30,153,478.45	4,798,257.73	4,800,000.00	30,151,736.18
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,487,516.67	1,808.33		1,489,325.00
152000 0340 TOBACCO FUND	1,998,671.12	2,002,028.94	2,000,000.00	2,000,700.06
152000 0508 WMSN CO CONSERVATION FUND	1,491,457.29	558.44		1,492,015.73
152180 0777 CAPITAL PROJECTS FUND	122,413,711.76	44,637.97	11,500,000.00	110,958,349.73
152181 0777 CAPITAL PROJECTS FUND	19,931,212.45	20,752.85		19,951,965.30
152182 0777 CAPITAL PROJECTS FUND	16,922,449.52	12,807.07		16,935,256.59
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Total Investments	314,820,388.35	24,858,228.69	24,270,961.67	315,407,655.37
153500 0100 GENERAL FUND	46,790,502.07	6,807,279.33	28,246,558.33	25,351,223.07
153500 0250 PASS THRU FUNDING PROGRAM	10,803,659.99	157,963.61		10,961,623.60
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,076,750.67	982.63	2,186.05	1,075,547.25
153780 0777 CAPITAL PROJECTS FUND	21,035,221.63	11,653,427.92	2,747,998.00	29,940,651.55
153781 0777 CAPITAL PROJECTS FUND	7,852,288.09	7,097.56	92,609.65	7,766,776.00
153782 0777 CAPITAL PROJECTS FUND	38,630,431.89	34,494.28	1,830,789.41	36,834,136.76
-----	-----	-----	-----	-----
Total Logic	126,188,854.34	18,661,245.33	32,920,141.44	111,929,958.23
Grand Total	517,690,847.31	142,437,508.11	165,597,334.29	494,531,021.13
=====	=====	=====	=====	=====

Commissioners Court - Regular Session

12.

Meeting Date: 06/20/2017

Kimley Horn WA 4 Traffic Signal Design CR 119 at Limmer Loop

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No. 4 for Traffic Signal Design - CR 119 at Limmer Loop under contract for Engineering Services between Kimley-Horn and Associates and Williamson County dated September 3, 2015.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kimley Horn WA No 4

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/12/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

06/12/2017 09:42 AM

06/12/2017 03:41 PM

Started On: 06/09/2017 08:18 AM

WORK AUTHORIZATION NO. 4
PROJECT: Traffic Signal Design – CR 119 at Limmer Loop

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 24,799.15.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on August 31, 2017. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2017.

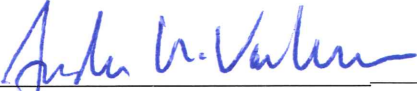
ENGINEER:

Kimley-Horn and Associates

COUNTY:

Williamson County, Texas

By:



Signature

By:

Signature

Andrew VanLeeuwen

Printed Name

Printed Name

Senior Vice President

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

WORK AUTHORIZATION NO. 4

PROJECT: CR 119 at Limmer Lp - Signal Design

**ATTACHMENT A
Services to be provided by the County**

Project Location: CR 119 at Limmer Loop

Project Description: Traffic Signal Design and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for a traffic signal located at the intersection of CR 119 (Ed Schmidt Blvd) and Limmer Loop in Williamson County, in the City of Hutto. CR 119 and Limmer Loop are both two-lane undivided roadways with shoulders and left turn bays. The intersection is located at the edge of the incorporated limits of the City of Hutto. The existing intersection is two-way, stop controlled for the CR 119 (Ed Schmidt Blvd) approaches.

Williamson County (the County) will proceed with design and support services for a traffic signal based on the traffic signal warrant study results resulting from Work Authorization #2 of the subject contract. The design and support services will consist of plans, specifications and estimates, bidding support services, and construction support services. The signal design will utilize a mast-arm configuration meeting the design requirements of the County and the Texas Department of Transportation (TxDOT) design standards and specifications.

SERVICES TO BE PROVIDED BY THE ENGINEER

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

- Timely responses to requests for information or clarification; and
- Timely review of all submittals.
- Provide available copies of associated studies and coordination with ongoing related county projects.
- Provide decisions in a timely manner.
- Process payment to Engineer in a timely manner.

WORK AUTHORIZATION NO. 4

PROJECT: CR 119 at Limmer Loop - Signal Design

**ATTACHMENT B
Services to be provided by the Engineer**

Project Location: CR 119 at Limmer Loop

Project Description: Traffic Signal Design and Support Services

SCOPE OF WORK

This project consists of the design and necessary support services for a traffic signal located at the intersection of CR 119 (Ed Schmidt Blvd) and Limmer Loop in Williamson County, in the City of Hutto. CR 119 and Limmer Loop are both two-lane undivided roadways with shoulders and left turn bays. The intersection is located at the edge of the incorporated limits of the City of Hutto. The existing intersection is two-way, stop controlled for the CR 119 (Ed Schmidt Blvd) approaches.

Williamson County (the County) will proceed with design and support services for a traffic signal based on the traffic signal warrant study results resulting from Work Authorization #2 of the subject contract. The design and support services will consist of plans, specifications and estimates, bidding support services, and construction support services. The signal design will utilize a mast-arm configuration meeting the design requirements of the County and the Texas Department of Transportation (TxDOT) design standards and specifications.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

The Engineer shall maintain project files throughout all phases of the project including documentation of all correspondence, meeting notes, telephone calls, emails, etc. Invoices and progress reports will be submitted monthly.

The Engineer will conduct a pre-design meeting at County offices and other meetings as may be requested prior to bidding and prior to construction.

Deliverables will include project correspondence, meeting notes, progress reports and invoices.

Task 2. Plans, Specifications and Estimates (PS&E)

The Engineer will prepare construction documents including plans, specifications and estimates (PS&E).

Task 2A – SURVEY, BASE MAPS, AND Design Standards ASSEMBLY

This task includes the collection and organization of data by the Engineer for use in other tasks of this project. The specific type, quantity and other requirements of the data to be surveyed, collected, reduced, and/or organized by the Engineer are described in the following subtasks.

1. The Engineer will assemble applicable design standards and specifications from TxDOT. (TxDOT 2014 Standard Specifications.)
2. The Engineer will gather available existing record drawings and design file information of the Project from County files.
3. The Engineer will perform a field reconnaissance of the intersection to determine existing pavement widths, lane configurations, traffic control devices, and above ground utility locations.
4. The Engineer will hire The Wallace Group to collect Level B SUE survey data on existing utilities, pavement, traffic control devices, right of way, topo, and Level B SUE for 300 feet in either direction along CR 119 and Limmer Loop. Underground utility information will be obtained by the Engineer using one-call services and will be verified with identified utility services providers.
5. The Engineer will prepare a base map of existing geometrics, utilities, and traffic control devices, from record drawings and site reconnaissance.

The Engineer will coordinate with the City of Hutto. The County will provide coordination of any agreements as may be needed.

Task 2B – Preliminary Plans and Specifications

The Engineer will prepare preliminary traffic signal designs for the project locations. The basic design parameters will be based on discussions with the County and applicable TxDOT standards. Using the base maps from Task 2A, The Engineer will prepare a conceptual layout showing the locations of the controller cabinet and signal poles. The conceptual layout will be utilized in a field review meeting with City staff and the electric utility provider. Adjustments will be made based on field conditions.

Following the field review meeting, The Engineer will produce, provide internal quality control/quality assurance for, and submit preliminary plans to the County for review and comment.

The plans will be prepared in accordance with the County and TxDOT design standards and will include the following:

- a. Title Sheet
- b. General Notes and Summary of Quantities

- c. Specifications
- d. Existing Layout
- e. Proposed Signal Layout
- f. Conduit Runs and Wiring Summaries
- g. Phasing and Detection Schemes
- h. Provisions for Future Pedestrian Accommodations
- i. Proposed Signing and Pavement Marking Layout
- j. Proposed Elevations
- k. Detail Sheets

Deliverables: The Engineer will provide: Two (2) copies of 90% complete PS&E for County review.

Task 2C – Final PS&E

Following the review meeting described in Subtask 1(c), the Engineer will produce the final plans, specifications, engineer's opinion of probable construction cost, and bid document package. Final plans and specifications will be submitted to the County.

Deliverables: The Engineer will provide:

- a. One (1) copy of the final PS&E, sealed by a Professional Engineer.
- b. Final Engineer's Opinion of Probable Cost
- c. All electronic files and calculations as requested by the County.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and may be performed at current contracted hourly rates.

ATTACHMENT C: PROJECT SCHEDULE



Project Name: CR 119 AND LIMMER LOOP
Project Description: Traffic Signal Design and Intersection Modifications
Prepared By: Kimley-Horn and Associates, Inc.

Task #	Task Name	Project Schedule		
		Jun 2017	Jul 2017	Aug 2017
1	Project Management	█	█	█
2A	Survey / Base Maps / Specifications	█		
2B	Preliminary Design		█	
	County Review			█
2C	Finalize Plans			█

Work Authorization 4 - Attachment EXHIBIT D Man Hours and Fee Estimate



Signal Design - CR 119 and Limmer Loop

PS&E for Traffic Signal Design And Intersection Improvements At:

DESCRIPTION OF WORK TASK	Plan Sheets	Principal \$240.00	Engineer/ Professional \$145.00	Analyst \$115.00	Admin/ Clerical \$75.00	Total Labor Hours	Direct Labor Cost	Printing Plotting	Mileage	Sub Consultant	Total Cost
1. PROJECT MANAGEMENT											
1 Project Setup	-	1.0			2.0	3.0	\$390.00				\$390.00
2 Meetings (up to 3)	-	6.0		6.0		12.0	\$2,130.00		\$73.92		\$2,203.92
3 Monthly Reporting / Invoicing	-	3.0			3.0	6.0	\$945.00				\$945.00
4 Project / Utility Coordination (up to 2 meetings)	-	4.0		4.0		8.0	\$1,420.00				\$1,420.00
Subtotal		14.0		10.0	5.0	29.0	\$4,885.00		\$73.92		\$4,958.92
2. PS&E											
2A. BASE MAPS AND DESIGN STANDARDS											
1 Assemble Design Standards and Specifications	-	1.0	1.0	9.0		11.0	\$1,420.00				\$1,420.00
2 Gather Available Record Drawings	-		2.0	3.0		5.0	\$635.00				\$635.00
3 Site Recon	-	4.0		4.0		8.0	\$1,420.00		\$49.28		\$1,469.28
4 Survey / One Call	-		2.0			2.0	\$290.00			\$4,500.00	\$4,790.00
5 Prepare Base Maps	-		1.0	9.0		10.0	\$1,180.00				\$1,180.00
Subtotal		5.0	6.0	25.0		36.0	\$4,945.00		\$49.28	\$4,500.00	\$9,494.28
2B PRELIMINARY SIGNAL PLANS											
a Title Sheet	1.0			1.0		1.0	\$115.00	\$1.80			\$116.80
b1 General Notes	2.0	3.0		1.0		4.0	\$835.00	\$3.60			\$838.60
b2 Quantity Estimates	1.0		2.0			2.0	\$290.00	\$1.80			\$291.80
c Signing and Pavement Markings Sheets	1.0		1.0	4.0		5.0	\$605.00	\$1.80			\$606.80
d Signal Layout	1.0		1.0	8.0		9.0	\$1,065.00	\$1.80			\$1,066.80
e Signal Elevations	1.0		1.0	6.0		7.0	\$835.00	\$1.80			\$836.80
f Phasing and Wiring Diagrams	1.0		1.0	4.0		5.0	\$605.00	\$1.80			\$606.80
g Detection Schemes	1.0		1.0	1.0		2.0	\$260.00	\$1.80			\$261.80
h Conduit and Cabling Charts	1.0		2.0	4.0		6.0	\$750.00	\$1.80			\$751.80
i Preliminary Detail Sheets	30.0		2.0	8.0		10.0	\$1,210.00	\$13.50			\$1,223.50
Subtotal	40.0	3.0	11.0	37.0		51.0	\$6,570.00	\$31.50			\$6,601.50
2C FINAL SIGNAL PLANS											
a Title Sheet	1.0							\$1.45			\$1.45
d General Notes	3.0	1.0	2.0			3.0	\$530.00	\$4.35			\$534.35
e Quantity Estimates	1.0	1.0	2.0			3.0	\$530.00	\$1.45			\$531.45
j Signing and Pavement Markings Sheets	1.0			4.0		4.0	\$460.00	\$1.45			\$461.45
k Signal Layout	1.0		1.0	2.0		3.0	\$375.00	\$1.45			\$376.45
l Signal Elevations	1.0		1.0	2.0		3.0	\$375.00	\$1.45			\$376.45
m Phasing and Wiring Diagrams	1.0		2.0	2.0		4.0	\$520.00	\$1.45			\$521.45
n Detection Schemes	1.0		1.0	2.0		3.0	\$445.00	\$1.45			\$446.45
o Conduit and Cabling Charts	1.0		2.0	2.0		4.0	\$290.00	\$1.45			\$291.45
p Standard Detail Sheets	30.0			4.0		4.0	\$460.00	\$43.50			\$503.50
Subtotal	41.0	2.0	11.0	14.0	5.0	27.0	\$3,685.00	\$59.45			\$3,744.45
HOURS TOTALS											\$123.20
FEE TOTALS											\$4,500.00
Total											\$24,901.15

Commissioners Court - Regular Session

13.

Meeting Date: 06/20/2017

Alliance Transportation Group Inc Supp WA No 1 to WA No 1

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 for Engineering Services for Williamson County Long Range Transportation Plan between Alliance Transportation Group Inc and Williamson County dated October 19, 2016.

Background

This supplement is to extend the termination date to December 30, 2017 only. The current Work Authorization dollar amount will remain the same.

Fiscal Impact

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

Attachments

Alliance Supp WA 1 to WA 1

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Vicky Edwards
Final Approval Date: 06/14/2017

Reviewed By

Hal Hawes
Wendy Coco

Date

06/14/2017 09:30 AM
06/14/2017 03:29 PM
Started On: 06/09/2017 11:35 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1**

Engineering Services for Williamson County Long Range Transportation Plan

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 19, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective October 19, 2016 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to December 30, 2017. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

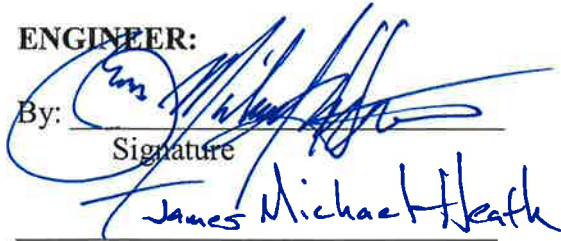
This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____

Signature



Printed Name

COUNTY:

By: _____

Signature

Printed Name

President

Title

Title

6/8/2017

Date

Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

Attachment C - Work Schedule

The completed draft report is due December 30, 2017.

Commissioners Court - Regular Session

14.

Meeting Date: 06/20/2017

Discuss consider and take appropriate action on approval of the final plat for the Shiloh Estates 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 Shiloh Estates subdivision - Pct 4.

Background

This is a simple, single-lot plat located along the north side of FM 112, approximately one-half mile east of CR 442. The preliminary plat was approved on May 23, 2017. The final plat review fee has been received.

Fiscal Impact

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

Attachments

[Final Plat - Shiloh Estates](#)

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Patrick Hughes
Final Approval Date: 06/12/2017

Reviewed By

Wendy Coco

Date

06/12/2017 03:41 PM
Started On: 06/12/2017 12:36 PM

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	147.37	1472.39	005°44'04"	73.74	N82°00'08"W	147.30

HENRY COOKE SURVEY,
ABSTRACT NO. 126

"28.136 ACRES"
SWD
STANLEY N. FISHER, ET UX
TO
S & RF PROPERTIES, LP
3-11-2015
DOC. # 2015021316 OPRWC

**LOT 1,
BLOCK A**

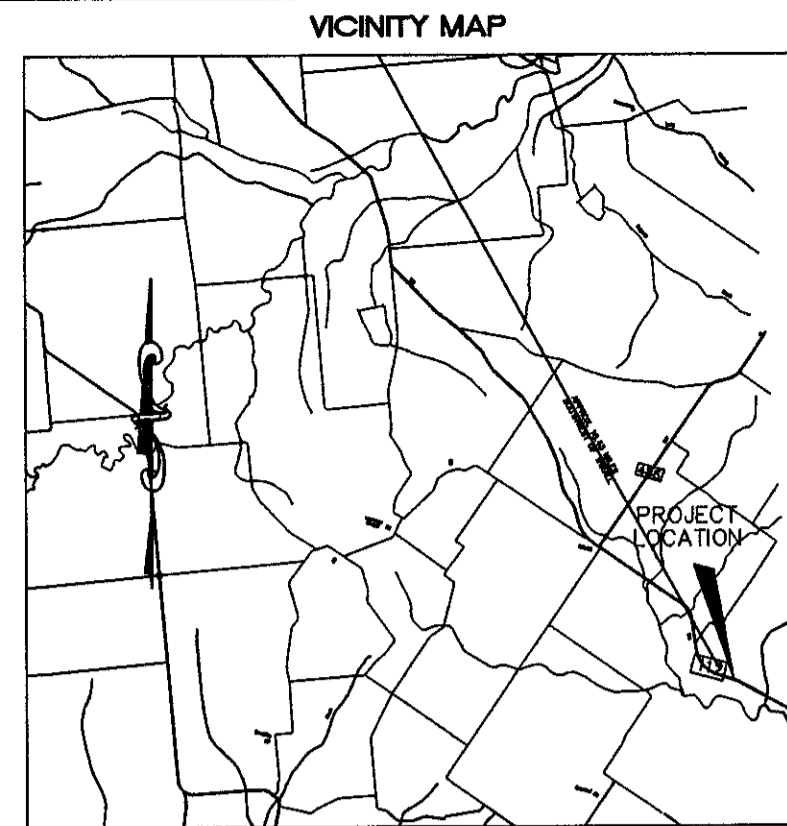
"5.17 ACRES"
ORDER PROBATE WILL WITH
LETTERS TESTAMENTARY
11-19-2015
DOC. # 2015102947 OPRWC
LWT - GLENNA Y. CLARK
TO
JASON G. CLARK, JEFFREY E.
CLARK, JENNIFER A. ATKINS,
JULIE E. GARCIA, EXECUTRIX

5.162 ACRES
(224,838 SQ. FT.)

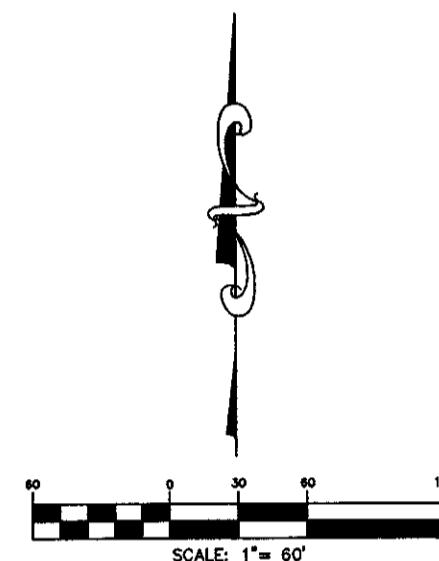
"64.07 ACRES - RESIDUE"
DEED - FRANCISCO PEREZ,
ET UX
TO
JASON G. CLARK, ET UX
3-22-2001
DOC. # 2001019260 OPRWC

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1 IN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.



SCALE: NONE



SURVEYORS NOTES:

THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.

" NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING."

" ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN. "

" WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE WATER WELL"

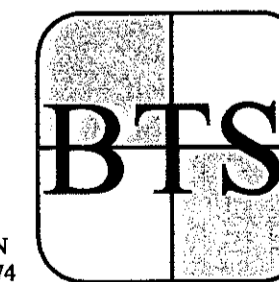
" SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES. "

**SHILOH ESTATES
FINAL PLAT
PLAN VIEW**

ABBREVIATIONS

- FND. - FOUND
- I.R. - IRON ROD
- I.P. - IRON PIPE
- R.O.W. - RIGHT-OF-WAY
- DRWC - DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ORWC - OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- WD - WARRANTY DEED
- GWD - GENERAL WARRANTY DEED
- SWD - SPECIAL WARRANTY DEED
- W/VL - DEED WITH VENDOR'S LIEN
- WCR - WILLIAMSON COUNTY ROAD
- P.O.C. - PLACE OF COMMENCING
- P.O.B. - PLACE OF BEGINNING

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76774

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT CHECKED BY: BLB
SCALE: 1" = 60' APPROVED BY: BLB
PROJECT NO. 15-641 DATE: MARCH 2, 2017

LEGEND:

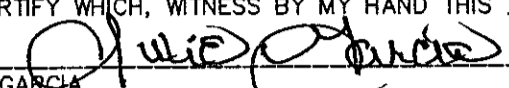
- 1/2" IRON ROD SET
- IRON ROD FOUND
- ⊠ A/C UNIT
- ⊞ PROPANE
- ⊞ POWER POLE
- ◆ TBM BENCHMARK
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CHAINLINK FENCE

SHILOH ESTATES FINAL PLAT PLAN VIEW

OWNER'S DEDICATION
STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

I, JULIE GARCIA, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015102947 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, *AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHILOH ACRES.

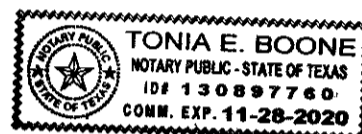
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 26 DAY OF May, 2017

 JULIE GARCIA
 INDEPENDENT EXECUTRIX OF THE ESTATE OF GLENNA Y. CLARK, DECEASED
 9123 GRIMESLAND, SAN ANTONIO, TX 78254

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 26th DAY OF May, 2017.

Tonia Boone
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME Tonia Boone
MY COMMISSION EXPIRES: 11-28-2020



STATE OF TEXAS
COUNTY OF WILLIAMSON

MARCH 29, 2017

5.162 ACRES

These notes describe that certain tract of land, situated in the HENRY COOKE SURVEY, ABSTRACT NO. 126, located in Williamson County, Texas; subject tract being all of a called "5.17 Acres" conveyed in a Warranty Gift Deed from Jason G. Clark, et ux to Billy E. Clark, et ux dated 4-16-2002 and recorded in Document No. 2002029778, Official Public Records of Williamson County (OPRC); being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on April 7, 2016; subject tract being more fully described as follows:

BEGINNING at the Southeast corner of said "5.17 Acres" in the North right-of-way of Farm-to-Market Road No. 112, same being the South line of a called "64.07 Acres" (residual portion) conveyed in a Deed from Francisco Perez, et ux to Jason G. Clark, et ux dated 3-22-2001 and recorded in Document No. 2001019260, OPRWC; found a 1/2" iron rod (capped) at same corner;

THENCE North 76° 11' 08" West with said North right-of-way of Farm-to-Market Road No. 112 and South line of "5.17 Acres", a distance of 181.05 feet to a found Type I concrete monument at the point-of-curvature of a curve to the left at Texas Department of Transportation (TXDOT) station 908+91.2;

THENCE with said curving North right-of-way of Farm-to-Market Road No. 112 and South line of "5.17 Acres", said curve to the left having a radius of 1472.39 feet, a central angle of 05° 44' 04", a chord bearing of North 82° 00' 08" West, a chord distance of 147.30 feet and an arc length of 147.37 feet to a set 1/2" iron rod (capped "BRYAN TECH SVC") at the Southwest corner of subject tract; found a 1/2" iron rod (capped) at the Southwest corner of said "5.17 Acres", same being the Southwest corner of said "64.07 Acres" (residual portion) and the Southeast corner of a called "28.136 Acres" conveyed in a Special Warranty Deed from Stanley N. Fisher, et ux to S & RF Properties LP dated 3-11-2015 and recorded in Document No. 2015021316, OPRWC bearing (chord definition) North 82° 54' 53" West, a distance of 100.45 feet;

THENCE North 17° 34' 11" East with aforementioned common line of said "5.17 Acres", "28.136 Acres" and the West line of said "64.07 acres" (residual portion), a distance of 686.14 feet to a found 1/2" iron rod at the Northwest corner of said "5.17 Acres"; a 1/2" iron rod (capped) found at the Northwest corner of said "64.07 acres" (residual portion), same being the Northeast corner of said "28.136 Acres", bears North 17° 34' 25" East, 1072.12 feet;

THENCE South 81° 56' 49" East with the North line of said "5.17 Acres", a distance of 329.80 feet to a found 1/2" iron rod at the Northeast corner of same;


THENCE South 17° 31' 00" West with the East line of said "5.17 Acres", a distance of 704.31 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated an area of 5.162 Acres.

Surveyor's Note: Bearings and coordinates shown hereon based on Texas State Plane Coordinate System, Central Zone 4203, NAD 83/93 datum.

PROFESSIONAL SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

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


 BRUCE LANE BRYAN
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249
 STATE OF TEXAS
 TBPLS FIRM REGISTRATION NO. 10128500



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

Deborah L. Marlow, R.A. 6/6/2017
 DEBORAH L. MARLOW RS, 050029596 DATE
 DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

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

DAN A. GATTIS, COUNTY JUDGE DATE _____
 WILLIAMSON COUNTY, TEXAS

COUNTY CLERK'S CERTIFICATION

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____M., AND DULY RECORDED THIS THE DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____ TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

OWNER'S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

MAILBOXES

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.

PROFESSIONAL ENGINEER'S CERTIFICATION:

THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS. THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "X" (UNSHADED).

Dennis Wade Hill 5/30/17
 DENNIS W. HILL
 LICENSED PROFESSIONAL ENGINEER NO. 84679 STATE OF TEXAS
 HILL ENGINEERING PLLC, TBPE FIRM REGISTRATION NO. 3532



DEVELOPMENT NOTES

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. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76774

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT CHECKED BY: BLB
 SCALE: 1" = 60' APPROVED BY: BLB
 PROJECT NO. 15-641 DATE: MARCH 2, 2017

Commissioners Court - Regular Session

15.

Meeting Date: 06/20/2017

Lonestar

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 reappointing Landy Warren as one of the two Williamson County representatives on the Lone Star Regional Water Authority.

Background

Appointment is from January 1, 2017 through December 31, 2019.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/14/2017

Reviewed By

Wendy Coco

Date

06/14/2017 03:29 PM

Started On: 06/14/2017 12:35 PM

Commissioners Court - Regular Session

16.

Meeting Date: 06/20/2017

Recognition of National PTSD Awareness Day

Submitted For: Donna Harrell

Submitted By: Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and recognize June 27, 2017 as National PTSD Awareness Day.

Background

PTSD can happen to anyone, and it impacts everyone. Seeking treatment is not a sign of weakness and once diagnosed by a healthcare provider, PTSD and its' many components are treatable. We, as a society, have a responsibility to help end the stigma surrounding PTSD, as well as the stigma created by asking for help. There are programs designed for servicemembers to help each other, as a brother would help a brother. This is indeed a family. Each one helps the other to stand. We need to let them know that they are not alone in their struggle towards living a life without the anxiety and pain that this trauma has created in their lives. June 27 has been designated by Congress as National PTSD awareness day, a day to help raise awareness of PTSD and its effective treatments and issues.

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: Donna Harrell
Final Approval Date: 06/07/2017

Reviewed By

Rebecca Clemons

Date

06/07/2017 03:31 PM
Started On: 06/07/2017 02:56 PM

Commissioners Court - Regular Session

17.

Meeting Date: 06/20/2017

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Lydia Linden
Final Approval Date: 05/24/2017

Reviewed By

Wendy Coco

Date

05/24/2017 09:19 AM
Started On: 05/23/2017 11:58 AM

Commissioners Court - Regular Session

18.

Meeting Date: 06/20/2017

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the June 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

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

Attachments

June 2017 CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 09:50 AM

Started On: 06/14/2017 05:17 PM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

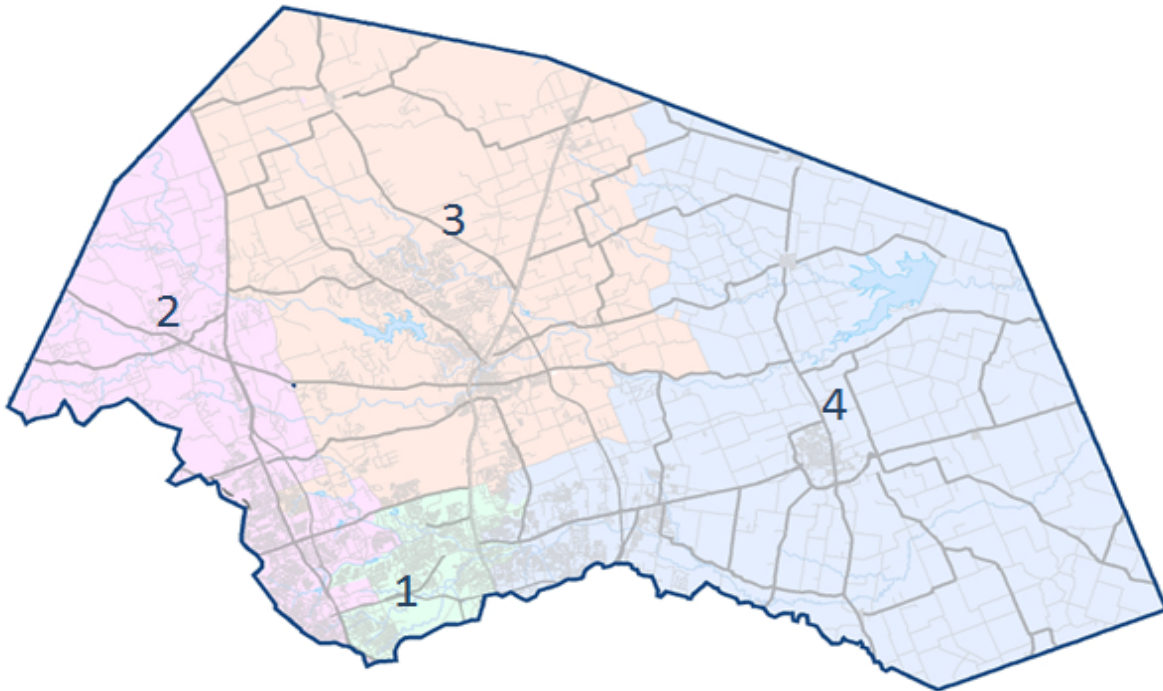
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

June 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.06



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2017

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015

WILLIAMSON COUNTY

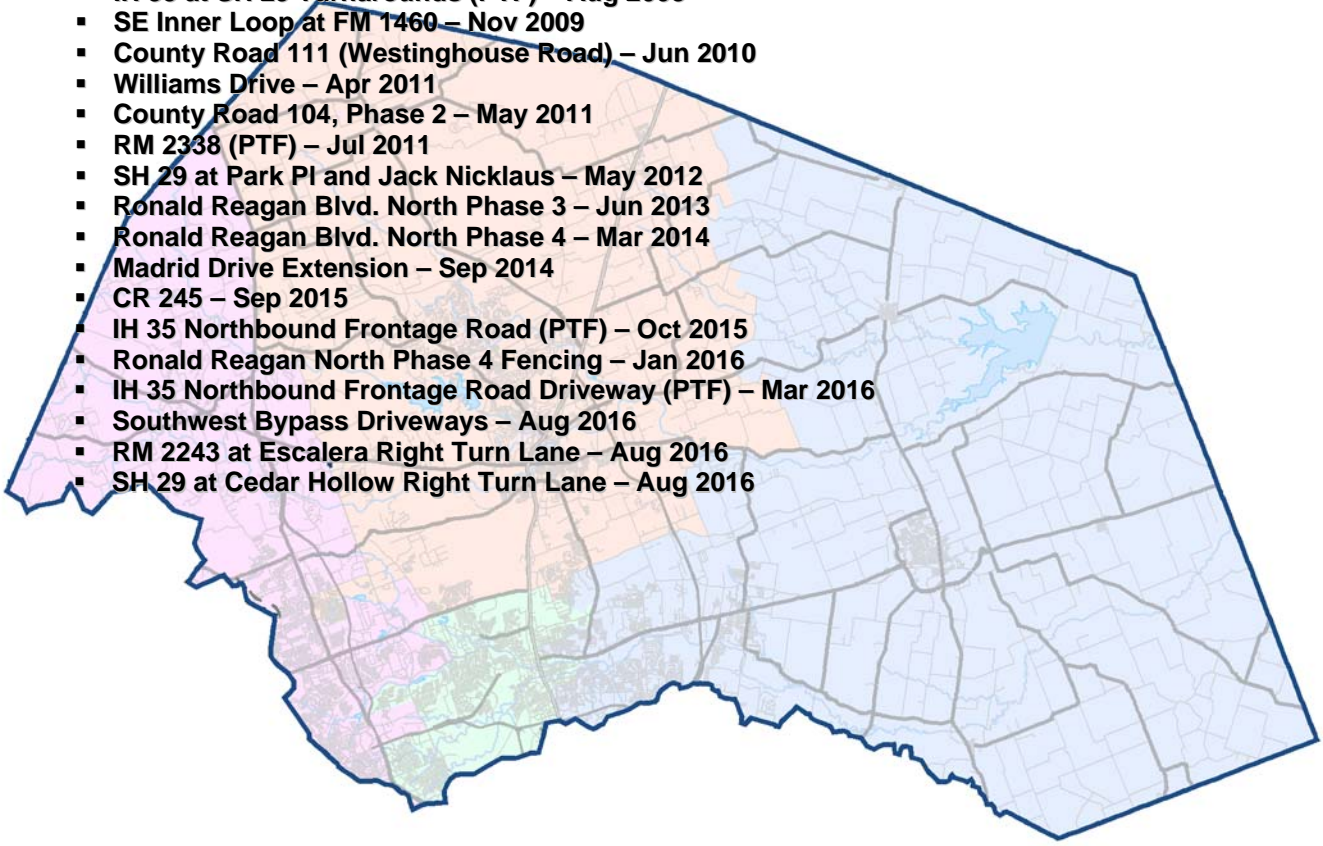
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2017

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016



WILLIAMSON COUNTY

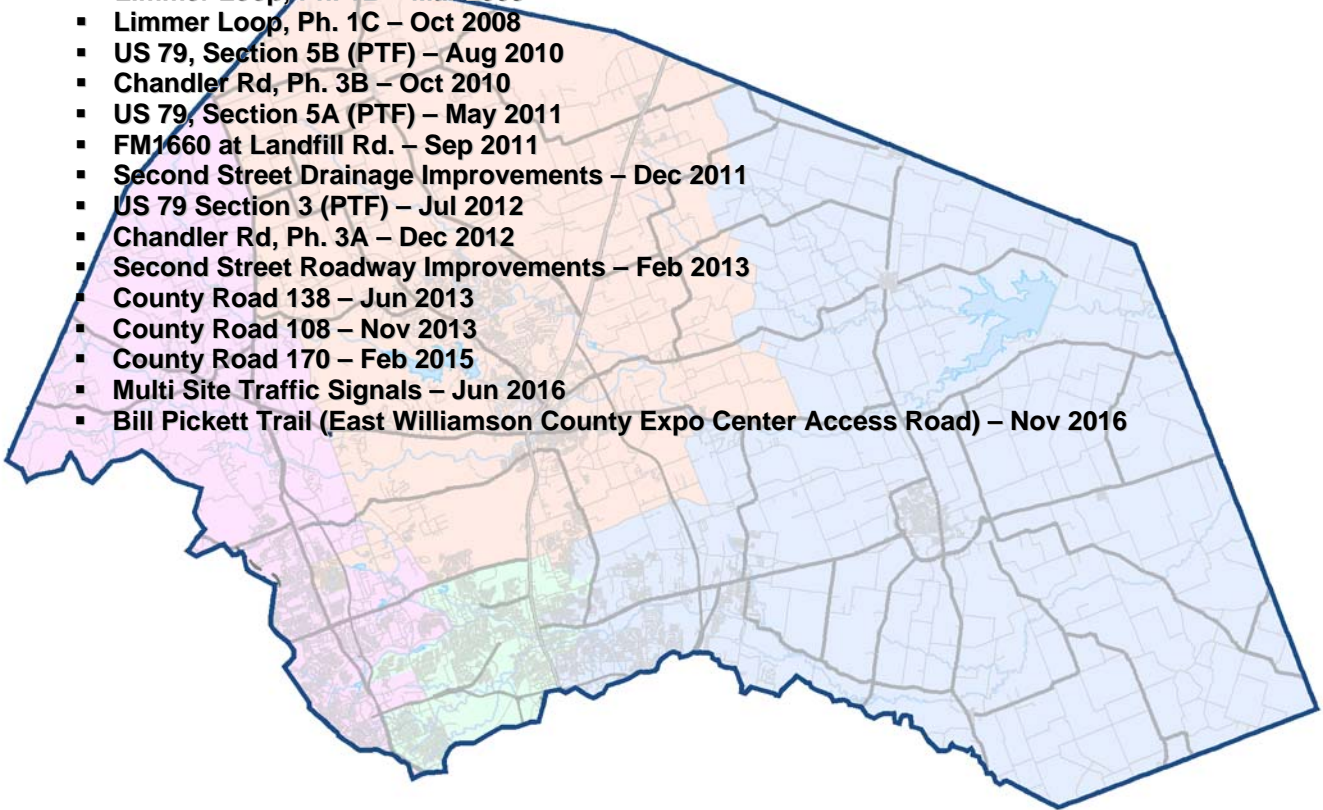
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF MAY 2017

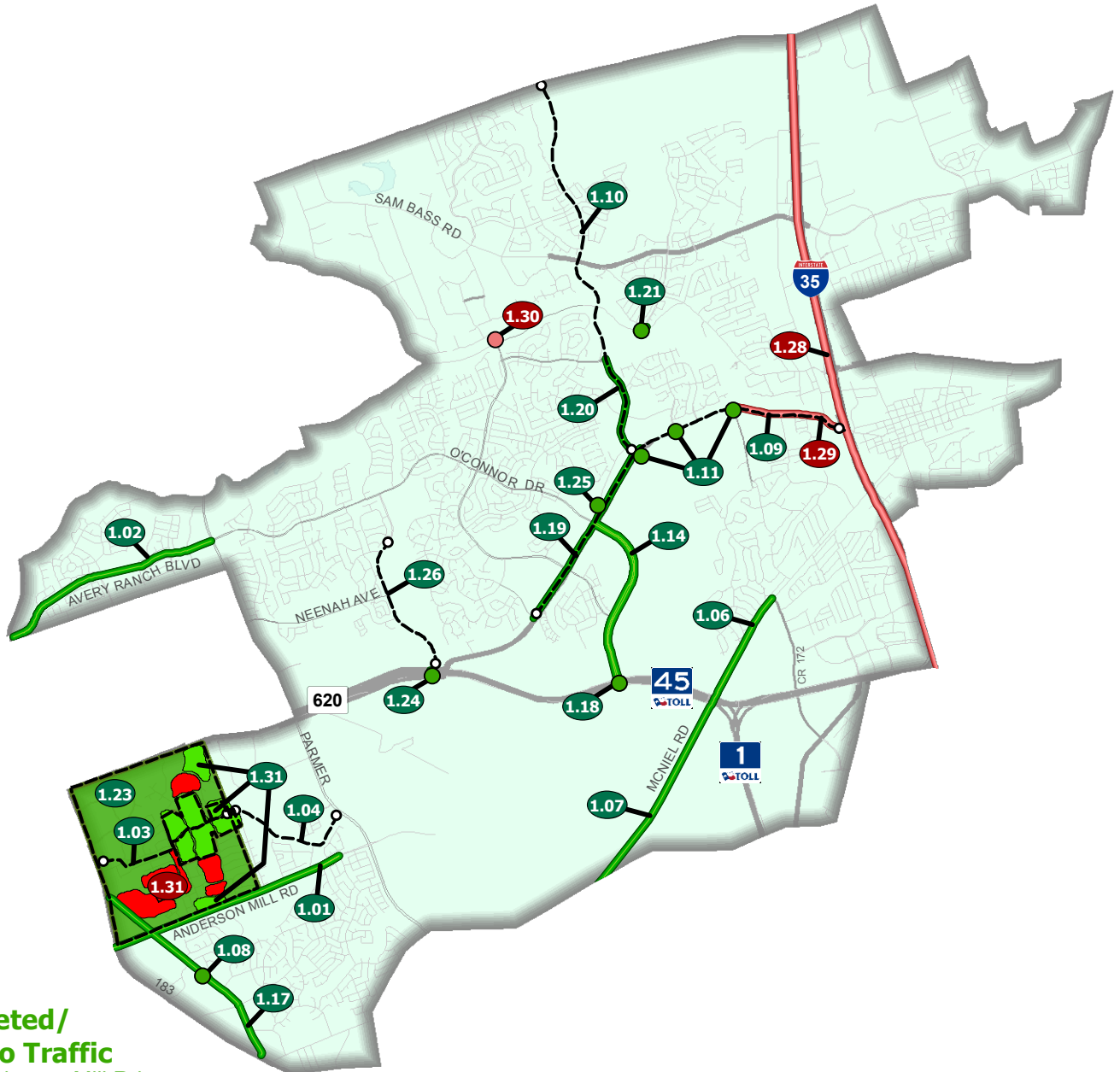
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/ Open to Traffic

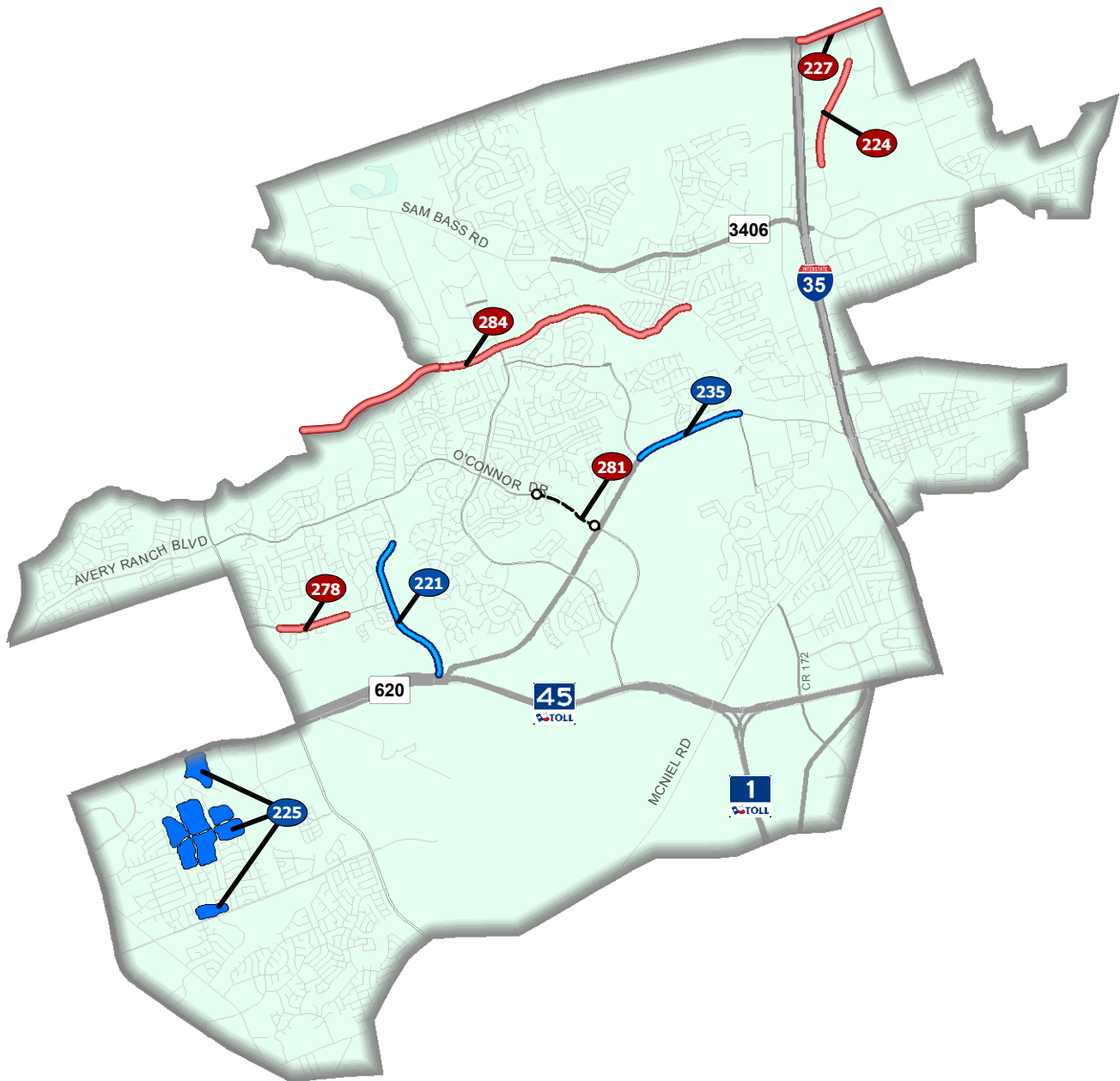
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study []
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.31 Forest North Drainage Improvements - Phase 1 (design) []

In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 2

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

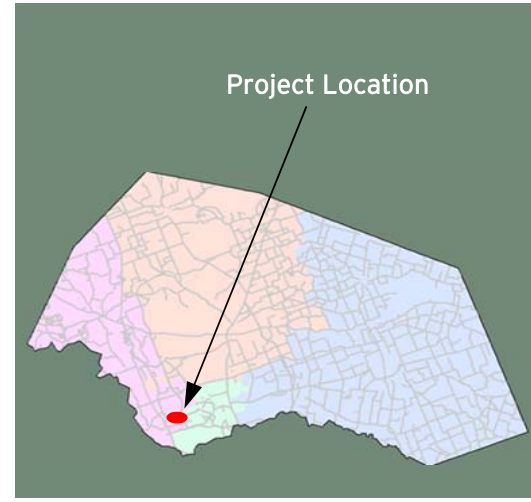


Under Construction/Bidding

- 221 Pearson Ranch Road
- 225 Forest North Drainage Improvements - Phase 1
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

In Design

- 224 North Mays Street Extension (La Paloma to Oakmont Dr.)
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 278 Neenah Avenue Widening (Olive Hill Drive to end)
- 281 O'Connor Drive North of RM 620 (Traffic Study) ○—○
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)



Forest North Drainage Ph 1
 (Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood
 Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018
 Estimated Construction Cost: \$3.6 Million



MAY 2017 IN REVIEW

5/05/2017: DeNucci Constructors completed installing the 36" storm pipe in the Fisher/Tyrone easement and continued with the 36" RCP installation on Meadowheath in the Stillforest Zone. Water services were lowered to properties along Meadowheath.

5/12/2017: The Contractor continued with the 36" RCP installation and completed installation of wastewater services on Meadowheath in the Stillforest Zone. Prep work began for the water line connections in the same zone.

5/19/2017: The 36" RCP installation continued in the Stillforest Zone. Subcontractor Sisk/Robb removed Asbestos Concrete Pipe in the Stillforest Zone. All the proposed water adjustments have been connected in the Stillforest zone. Subcontractor Jenkins monitored the Asbestos Concrete Pipe removal.

5/26/2017: The 36" RCP installation was completed and the 18" and 24" RCP installation began in the Stillforest Zone.



Design Engineer: K Friese and Cobb Fendley
 Contractor: DeNucci Constructors
 Construction Observation: Ryan Rivera, HNTB

Williamson County
 Road Bond Program



**Forest North Drainage Ph 1
Project No. 1604-068**

Original Contract Price = \$3,556,659.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/9/2016	7/1/2016	8/1/2016	8/11/2016			600	5	605

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	8/11/2016	8/31/2016	21	\$152,734.50	\$152,734.50	\$16,970.50	\$16,970.50	5	3
2	9/1/2016	9/30/2016	30	\$208,685.70	\$361,420.20	\$23,187.30	\$40,157.80	11	8
3	10/1/2016	10/31/2016	31	\$266,921.68	\$628,341.88	\$29,657.96	\$69,815.76	19	14
4	11/1/2016	12/2/2016	32	\$182,471.22	\$810,813.10	\$20,274.58	\$90,090.34	25	19
5	12/3/2016	12/31/2016	29	\$177,314.97	\$988,128.07	\$19,701.67	\$109,792.01	30	24
6	1/1/2017	1/31/2017	31	\$231,302.70	\$1,219,430.77	\$25,700.30	\$135,492.31	37	29
7	2/1/2017	2/28/2017	28	\$304,664.67	\$1,524,095.44	\$33,851.63	\$169,343.94	46	33
8	3/1/2017	3/31/2017	31	\$191,005.20	\$1,715,100.64	\$21,222.80	\$190,566.74	52	39
9	4/1/2017	4/30/2017	30	\$172,795.55	\$1,887,896.19	\$19,199.50	\$209,766.24	58	43
10	5/1/2017	5/31/2017	31	\$229,295.62	\$2,117,191.81	\$25,477.30	\$235,243.54	65	49

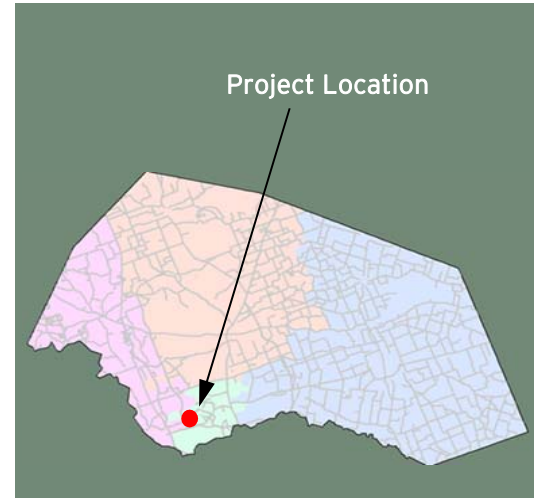
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/21/2017	31,806.00	31,806.00

1A: Design Error or Omission. Incorrect PS&E . This Change Order revises work along Broadmeade Ave., between Sherbrooke St. and Meadowheath Dr in the Sherbrooke zone. The original plans called for a ditch in this location but, due to the depth of the original planned ditch, which created slopes steeper than 3:1, the ditch was replaced with an underground storm sewer system with inlets. 3F: County Convenience. Additional work desired by the County. New pay items have been added to the contract to reimburse the contractor for removal of trees larger than what was called out in the original contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/23/2017	58,006.83	89,812.83

2G: Differing Site Conditions (unforseeable). Unadjusted utility (unforseeable). This Change Order compensates the Contractor for the removal and relocation of an existing water line that is in conflict with the proposed storm sewer line BB1 at the corner of Broadmeade Avenue and Braeburn Glen. 4B: Third Party Accommodation. Third party requested work. This change order also compensates the Contractor for completed trench repair of the asbestos line that is being removed. A portion of the trench repair quantity has been added to this change order. The remaining quantity will be added to a future change order. The City of Austin has agreed to compensate the Contractor for these costs.

Adjusted Price = \$3,646,472.33



Pearson Ranch Road
 (Iveans Way to SH 45 ROW)

Project Length: 1.3 Miles
 Roadway Classification: Minor Arterial

Project Schedule: November 2016 - October 2017
 Estimated Construction Cost: \$4.4 Million



MAY 2017 IN REVIEW

5/05/2017: Jimmy Evans continued to backfill sidewalk/curb and place topsoil from the Round Rock Bus Garage (RRBG) north. Subcontractor Greater Austin set forms, tied steel and placed concrete for three of the retaining wall footings in the detention pond section of the water quality pond. Traffic was switched to the outside lanes of Neenah at Pearson Ranch. The inside lanes were closed to facilitate the construction of the intersection. Flexbase was placed and processed.

5/12/2017: Subcontractor Greater Austin continued to set forms, tie steel and place concrete for the north and south retaining wall footings. Flexbase was placed and processed along the northbound lanes south of the RRBG. Manhole adjustments to finished grade began from Iveans Way north.

5/19/2017: Subcontractor Greater Austin placed concrete for curb along the northbound lanes and sidewalk along the southbound lanes. Final grading began for flexbase from the RRBG to the north end of the project.

5/26/2017: Subcontractor Greater Austin continued to set forms, tie steel and place concrete for retaining walls. Greater Austin placed concrete for curb and sidewalk. Manholes were adjusted to finished grade from the RRBG north.



Design Engineer: Cunningham-Allen
 Contractor: Jimmy Evans
 Construction Observation:
 Seth Turvey, HNTB

Williamson County
 Road Bond Program



**Pearson Ranch Road (Iveans Way to RM 620)
Project No. 1607-102**

Original Contract Price = \$4,516,178.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2016	10/11/2016	11/18/2016	11/28/2016			330	0	330	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/28/2016	11/30/2016	3	\$195,710.04	\$195,710.04	\$21,745.56	\$21,745.56	5	1
2	12/1/2016	12/31/2016	31	\$243,555.13	\$439,265.17	\$27,061.68	\$48,807.24	11	10
3	1/1/2017	1/31/2017	31	\$202,139.71	\$641,404.88	\$22,459.97	\$71,267.21	16	20
4	2/1/2017	2/28/2017	28	\$508,271.85	\$1,149,676.73	\$56,474.65	\$127,741.86	29	28
5	3/1/2017	3/31/2017	31	\$369,038.84	\$1,518,715.57	\$41,004.32	\$168,746.18	38	38
6	4/1/2017	4/30/2017	30	\$330,336.72	\$1,849,052.29	\$36,704.08	\$205,450.26	46	47
7	5/1/2017	5/31/2017	31	\$492,086.42	\$2,341,138.71	-\$82,232.43	\$123,217.83	56	56

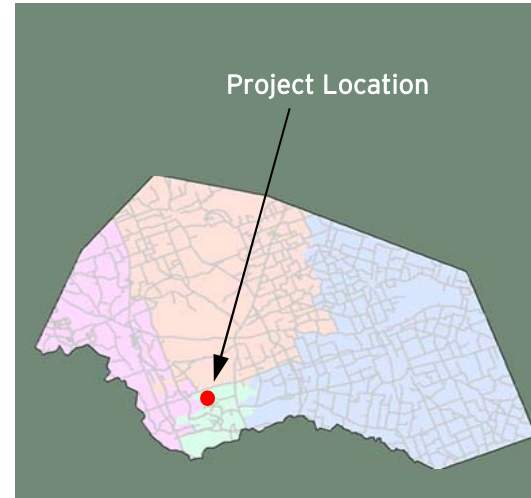
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/16/2017	-92,621.70	-92,621.70

4B: Third Party Accommodation. Third party requested work (reduction in scope). This Change Order revises the City of Austin (COA) water and wastewater (W&WW) work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will get the credit for the reduction in cost to the contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/13/2017	11,553.00	-81,068.70

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises the pay items for the intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection. This change extends the limits of Neenah reconstruction west of Pearson Ranch Road.

Adjusted Price = \$4,435,110.07



RM 620 Phase 2
 (Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles
 Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018
 Estimated Construction Cost: \$6.1 Million



MAY 2017 IN REVIEW

5/05/2017: Cox Commercial Construction continued to install Storm Trooper water treatment devices along curb line of the south ROW. Dirt crews placed additional lifts of flexbase on completed subgrade on the east end. Subcontractor Austin Traffic Signal installed signal conduit at Oakwood Drive.

5/12/2017: The Storm Trooper devices installation was completed. Dirt crews continued placing flexbase across from Oakwood east and excavated and embanked material to subgrade on the west end. Subcontractor Austin Traffic Signal (ATS) installed conduit at Oakwood Drive and the Hospital driveway. ATS activated the temporary traffic signals at the Oakwood intersection.

5/19/2017: Dirt crews continued placing flexbase in various locations. Subcontractor ATS placed poles for temporary signals at the Hospital driveway intersection and Deep Wood Drive. ATS removed the old signals at the Oakland intersection.

5/26/2017: Storm sewer pipe was installed across the existing eastbound lanes. Subcontractor ATS placed temporary signals at the Hospital driveway and drilled foundations for the permanent signals at Oaklands Dr.



Design Engineer: Half Associates
 Contractor: Cox Commercial Construction
 Construction Observation: Clayton Weber, HNTB

Williamson County
 Road Bond Program



**RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 1608-108**

Original Contract Price = \$6,082,225.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	11/30/2016	1/3/2017	1/13/2017			425	0	425
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	
1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	8	4	
2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	11	
3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	19	18	
4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	27	25	
5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	32	33	
								Adjusted Price = \$6,082,225.70

2006 ROAD BOND PROGRAM PROJECTS

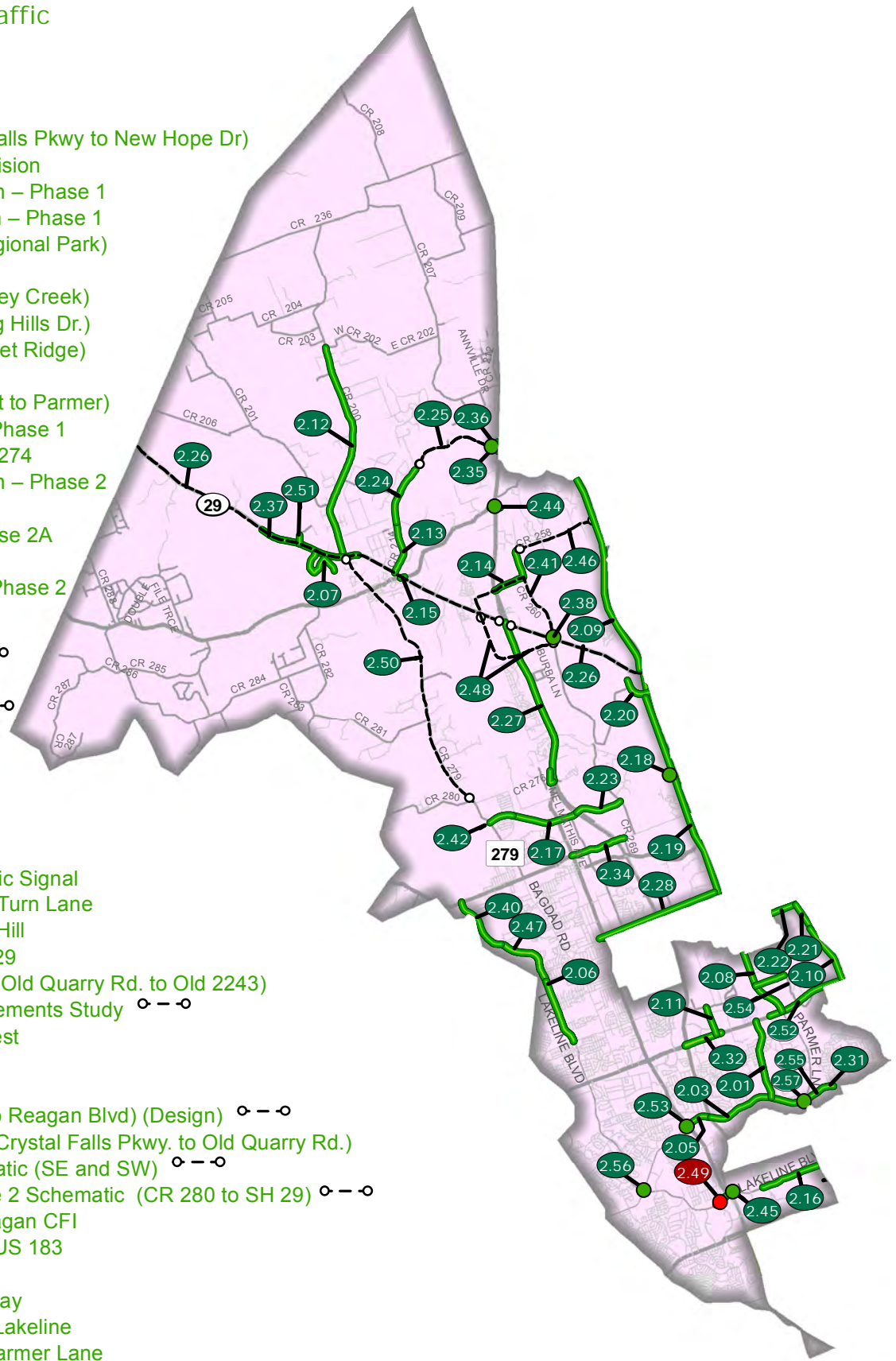
PRECINCT 2 - COMMISSIONER LONG

Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.52 RM 1431 at Parmer/ Reagan CF1
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane

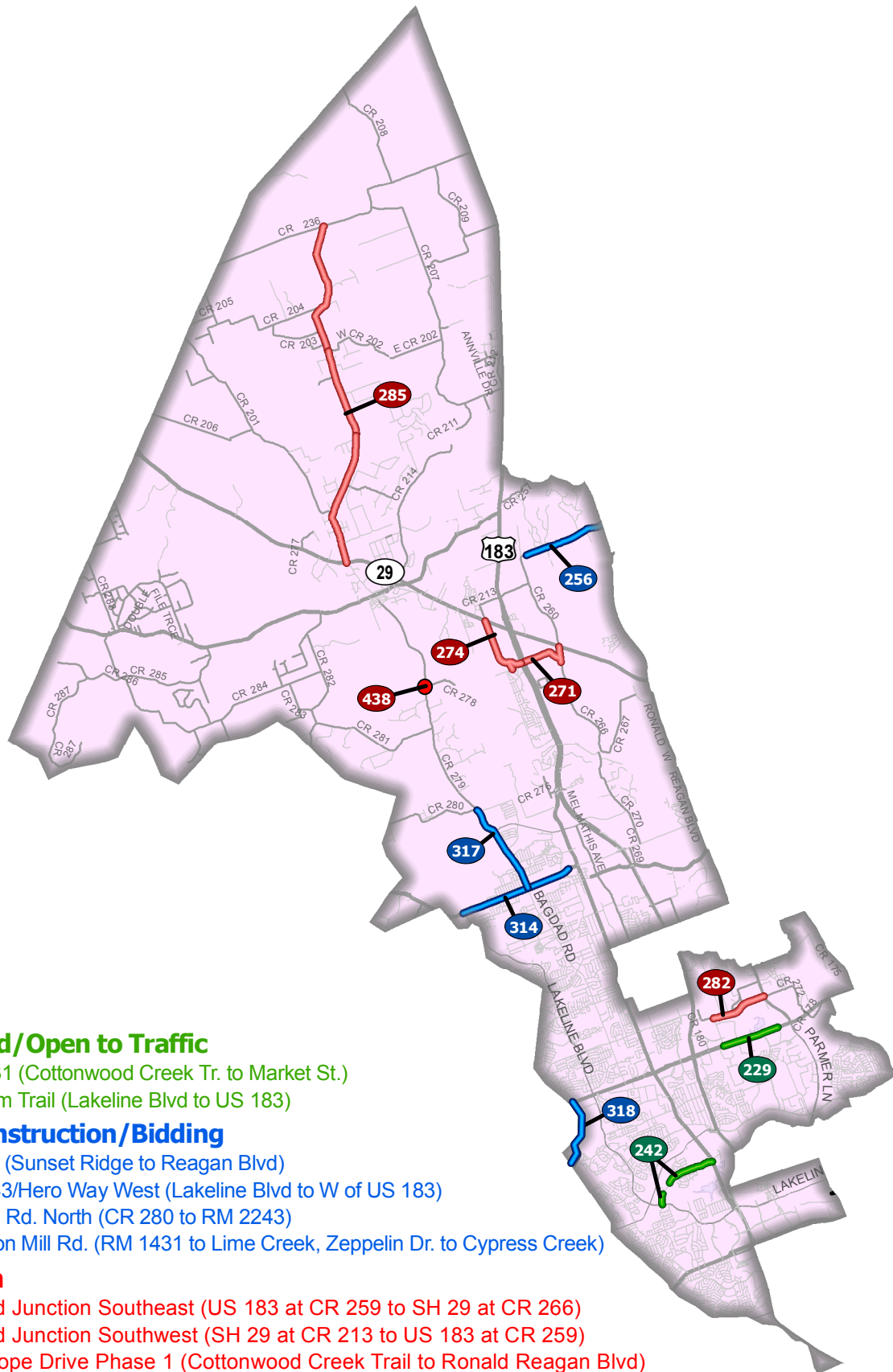
In Design

- 2.49 Lakeline Blvd. Right Turn Lanes



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

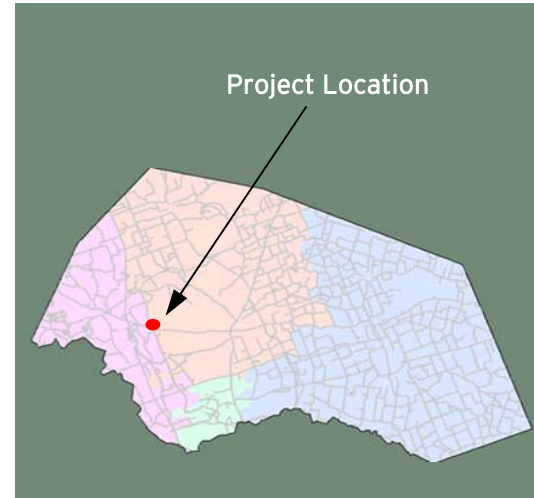
- 229 RM 1431 (Cottonwood Creek Tr. to Market St.)
- 242 Little Elm Trail (Lakeline Blvd to US 183)

Under Construction/Bidding

- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

In Design

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 438 Bagdad Road at CR 278



CR 258
 (Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles
 Roadway Classification: Suburban Collector

Project Schedule: July 2016 - August 2017
 Estimated Construction Cost: \$6 Million



MAY 2017 IN REVIEW

5/05/2017: Chasco Constructors excavated to subgrade from Ronald Reagan to east of Culvert 2 and placed embankment at Culvert 2. Flexbase was placed from west of Culvert 2 to west of Rockhouse Drive. Steel was tied for Culvert 1 and concrete placed for the downstream headwall.

5/12/2017: Subgrade was prepped for flexbase from Ronald Reagan to east of Culvert 2. Flexbase was placed at San Gabriel Oaks. Flexbase was processed from driveway 1 to Craigen. Forms for the headwall at Culvert 1 were removed and concrete placed for the upstream headwall at Culvert 2. Steel is being tied and formed for the headwall at Culvert 2.

5/19/2017: Flexbase was processed throughout the project on the proposed westbound half of the project. Concrete was placed for the Culvert 2 upstream headwall. The headwall at the downstream end of Culvert 1 was backfilled and grading and forming was started for the downstream riprap at Culvert 1.

5/26/2017: Flexbase was processed at the east end of the project. The headwall at Culvert 2 was backfilled and concrete was placed for riprap on the upstream end.



Design Engineer: Civil Engineering Consultants and Cobb Fendley
 Contractor: Chasco Constructors
 Construction Observation: Steven Shull, HNTB

Williamson County
 Road Bond Program

CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/10/2016	7/29/2016	8/8/2016			360	0	360	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$71,958.35	\$94,701.98	16	7
3	9/1/2016	9/30/2016	30	\$768,046.95	\$1,620,364.73	\$85,338.55	\$180,040.53	30	15
4	10/1/2016	10/31/2016	31	\$523,476.94	\$2,143,841.67	\$58,164.10	\$238,204.63	40	24
5	11/1/2016	11/30/2016	30	\$98,689.54	\$2,242,531.21	\$10,965.50	\$249,170.13	41	32
6	12/1/2016	12/31/2016	31	\$38,127.37	\$2,280,658.58	\$4,236.38	\$253,406.51	42	41
7	1/1/2017	1/31/2017	31	\$636,301.80	\$2,916,960.38	\$70,700.20	\$324,106.71	54	49
8	2/1/2017	2/28/2017	28	\$395,763.89	\$3,312,724.27	\$43,973.76	\$368,080.47	61	57
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	69	66
10	4/1/2017	4/30/2017	30	\$317,257.62	\$4,086,263.07	\$35,250.85	\$454,029.23	75	74
11	5/1/2017	5/31/2017	31	\$325,276.60	\$4,411,539.67	\$36,141.84	\$490,171.07	81	83

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/4/2016	9,660.00	9,660.00

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/31/2017	33,848.00	43,508.00

3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2017	38,765.00	82,273.00

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/21/2017	14,907.69	97,180.69

6C: Untimely ROW/Utilities Utilities Not Clear: This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/21/2017	51,199.00	148,379.69

2J: Differing Site Conditions. (unforeseeable) Other. This change order revises various erosion control measures on the project, including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/16/2017	23,780.00	172,159.69

1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. 2C: Differing Site Conditions. New development (conditions changing after PS&E). This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for Item 512 Port Concrete Traffic Barrier, Ty 1 and 2.

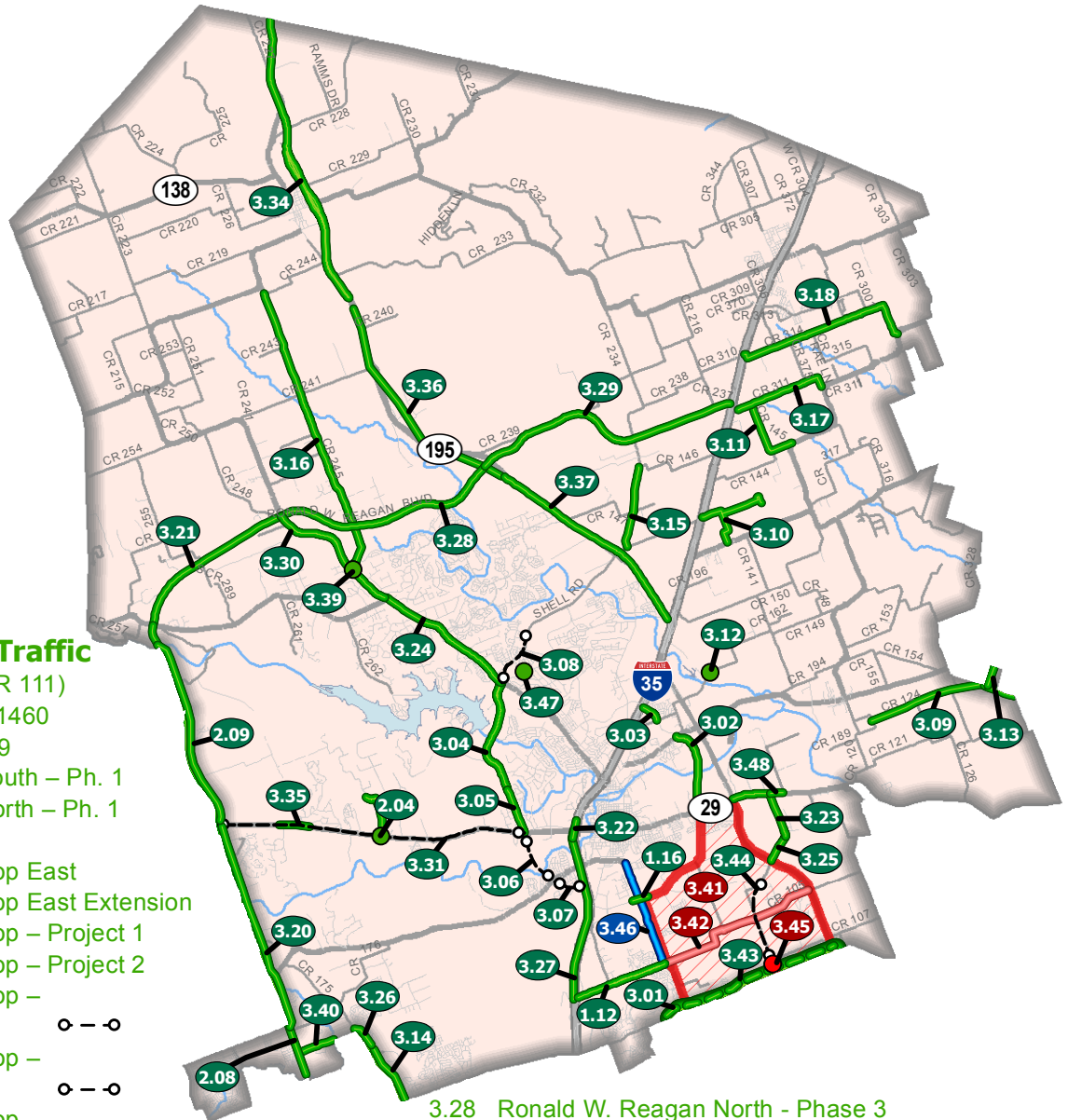
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/6/2017	48,426.44	220,586.13

2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking subgrade to try and dry it out a French drain was installed to relieve the ground water that was causing the issues with the subgrade.

Adjusted Price = \$6,029,442.71

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ – ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ – ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ – ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ – ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North ○ – ○
(North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

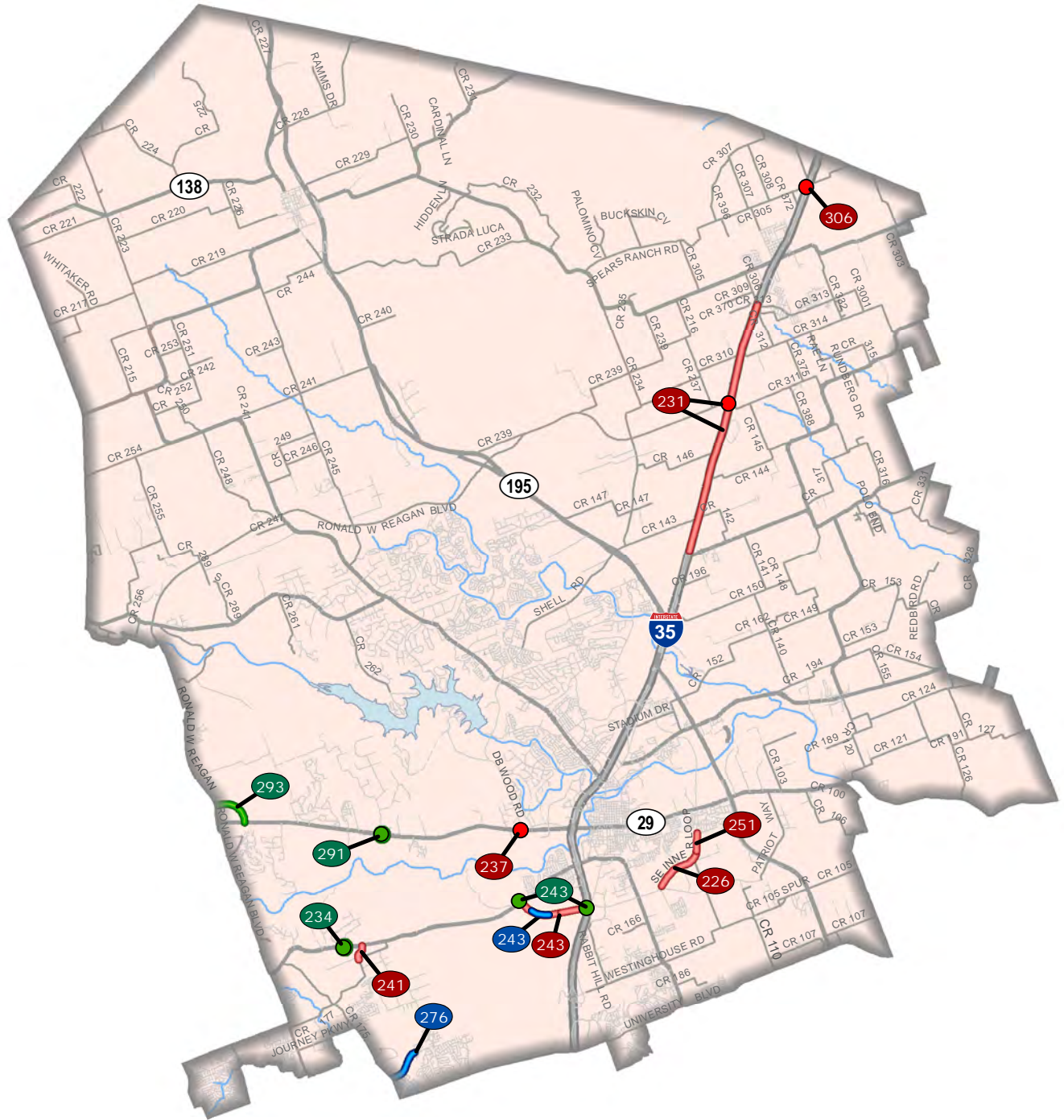
Under Construction/Bidding

- 3.46 FM 1460 North

In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd.
(FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 3 - COMMISSIONER COVEY



Completed/ Open to Traffic

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1
(NE quadrant of Reagan at SH 29)

Under Construction/Bidding

- 243 Southwest Bypass Access Route
- 276 Arterial H Extension Phase 1
(CR 175 to Massey Way)

In Design

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243 Southwest Bypass (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/20/2016	5/16/2016	2/17/2017 (Limited) 5/26/2017	6/5/2017			180	0	180

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	5	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$35,216.11	\$50,127.01	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$60,559.61	15	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$83,539.30	22	0

6/2/2017 Comments - NTP on the roadway was issued 5/26/2017.

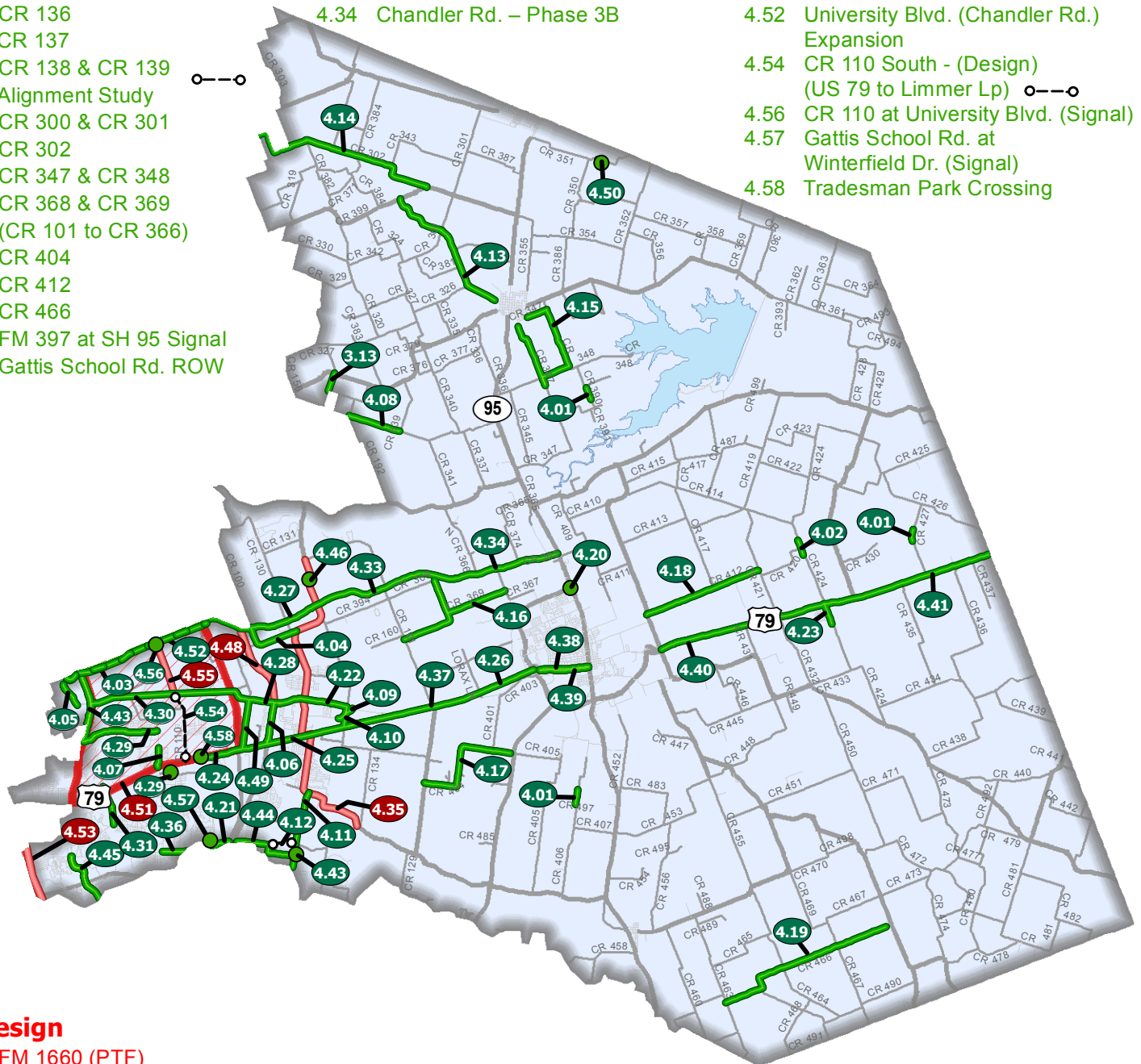
Adjusted Price = \$3,210,934.80

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MADSEN

Completed/Open to Traffic

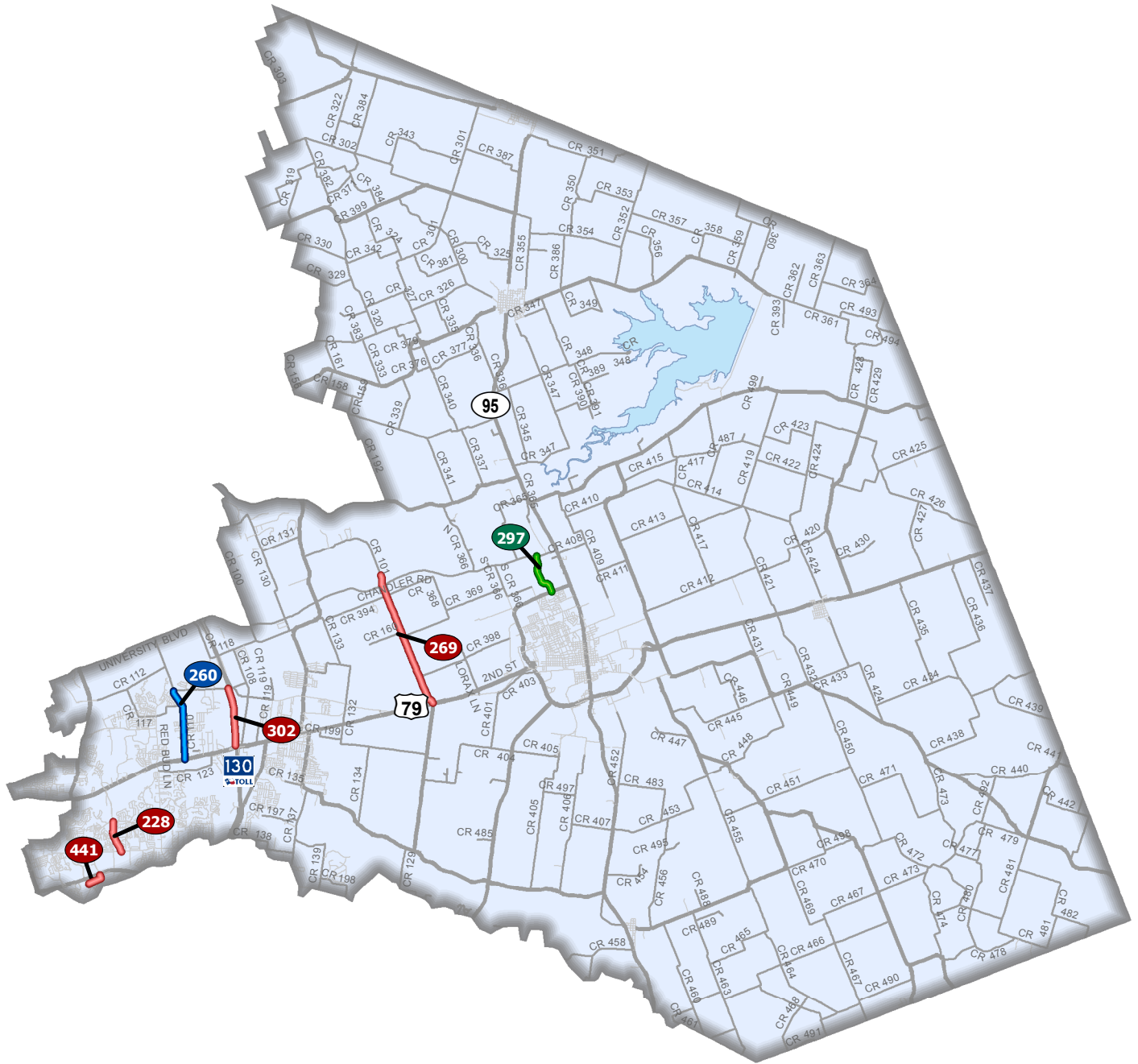
- | | | |
|--|--------------------------------------|---|
| 3.13 CR 157 | 4.22 Limmer Loop – Phase 1A | 4.36 Gattis School Road |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.23 Thrall School Zone | 4.37 US 79 - Section 3 (PTF) |
| 4.02 CR 424 Bridge Replacement | 4.24 US 79 – Section 1 | 4.38 2nd Street Improvements |
| 4.03 Chandler Rd. – Phase 1 | 4.25 US 79 – Section 2 | 4.39 2nd Street Drainage Improvements |
| 4.04 CR 100 | 4.26 US 79 – Section 3A | 4.40 US 79 Section 5A (PTF) |
| 4.05 CR 112 – Phase 1 | 4.27 Chandler Rd. – Phase 2 | 4.41 US 79 Section 5B (PTF) |
| 4.06 CR 119 | 4.28 Limmer Loop – Phase 1B | 4.43 FM 1460 Section 2 |
| 4.07 CR 122 at US 79 | 4.29 CR 113 / Old Settlers Blvd. | 4.44 CR 138 |
| 4.08 CR 124 | 4.30 Limmer Loop – Phase 1C | 4.45 CR 170 |
| 4.09 CR 132 | 4.31 Kenney Fort Boulevard – Phase 1 | 4.46 FM 1660 at Landfill Rd. (CR 128) |
| 4.10 CR 136 | 4.33 Chandler Rd. – Phase 3A | 4.49 CR 108 |
| 4.11 CR 137 | 4.34 Chandler Rd. – Phase 3B | 4.50 CR 351 at Donahoe Creek |
| 4.12 CR 138 & CR 139
Alignment Study | | 4.52 University Blvd. (Chandler Rd.)
Expansion |
| 4.13 CR 300 & CR 301 | | 4.54 CR 110 South - (Design)
(US 79 to Limmer Lp) |
| 4.14 CR 302 | | 4.56 CR 110 at University Blvd. (Signal) |
| 4.15 CR 347 & CR 348 | | 4.57 Gattis School Rd. at
Winterfield Dr. (Signal) |
| 4.16 CR 368 & CR 369
(CR 101 to CR 366) | | 4.58 Tradesman Park Crossing |
| 4.17 CR 404 | | |
| 4.18 CR 412 | | |
| 4.19 CR 466 | | |
| 4.20 FM 397 at SH 95 Signal | | |
| 4.21 Gattis School Rd. ROW | | |



In Design

- 4.35 FM 1660 (PTF)
- 4.48 CR 119
- 4.51 CR 110/ Arterial A Study Area
- 4.53 IH 35 Operational Analysis
- 4.55 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER MADSEN



Completed/Open to Traffic

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

Under Construction/Bidding

260 CR 110 South (US 79 to Limmer Loop)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

269 CR 101 (US 79 to North of Chandler Rd.)

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

**Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)
Project No. 1512-036**

Original Contract Price = \$328,802.95

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/3/2016	2/17/2016	3/11/2016	3/21/2016	6/24/2016		90	6	96

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	3/21/2016	4/30/2016	41	\$23,553.00	\$23,553.00	\$2,617.00	\$2,617.00	8	43
2	5/1/2016	5/31/2016	31	\$35,329.50	\$58,882.50	\$3,925.50	\$6,542.50	20	75
3	6/1/2016	6/24/2016	24	\$195,889.50	\$254,772.00	\$21,765.50	\$28,308.00	88	100
4	6/25/2016	9/30/2016	0	\$32,280.08	\$287,052.08	\$3,586.68	\$31,894.68	99	100

6/2/2017 Comments - The Contractor is working on Closeout Documents and has submitted the as-builts and the Maintenance Bond.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	11/29/2016	-7,856.20	-7,856.20

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2J: Differing Site Conditions (unforeseeable). Other. This change order also adds time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School site for Williamson County.

Adjusted Price = \$320,946.75

**Bill Pickett Trail (East Williamson County Access Road)
Project No. 1601-045**

Original Contract Price = \$3,806,133.30

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/16/2016	4/5/2016	5/2/2016	5/12/2016	11/11/2016		100	30	130

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/12/2016	5/31/2016	20	\$643,105.80	\$643,105.80	\$71,456.20	\$71,456.20	19	15
2	6/1/2016	6/30/2016	30	\$268,272.41	\$911,378.21	\$29,808.05	\$101,264.25	28	38
3	7/1/2016	7/31/2016	31	\$378,344.61	\$1,289,722.82	\$42,038.29	\$143,302.54	39	62
4	8/1/2016	8/31/2016	31	\$476,356.92	\$1,766,079.74	\$52,928.54	\$196,231.08	53	86
5	9/1/2016	9/30/2016	30	\$463,467.16	\$2,229,546.90	\$51,496.35	\$247,727.43	67	109
6	10/1/2016	10/31/2016	31	\$776,046.85	\$3,005,593.75	\$86,227.43	\$333,954.86	91	133
7	11/1/2016	11/30/2016	30	\$150,073.08	\$3,155,666.83	\$16,674.79	\$350,629.65	95	156
8	12/1/2016	12/31/2016	0	\$11,444.91	\$3,167,111.74	\$1,271.65	\$351,901.30	96	156

6/2/2017 Comments - The Contractor is working on the punchlist items, including vegetation watering and re-seeding various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/7/2016	-85.80	-85.80

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/9/2016	3,305.00	3,219.20

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. 6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW). Thirty days are being added for delays associated in acquiring Right of Way.

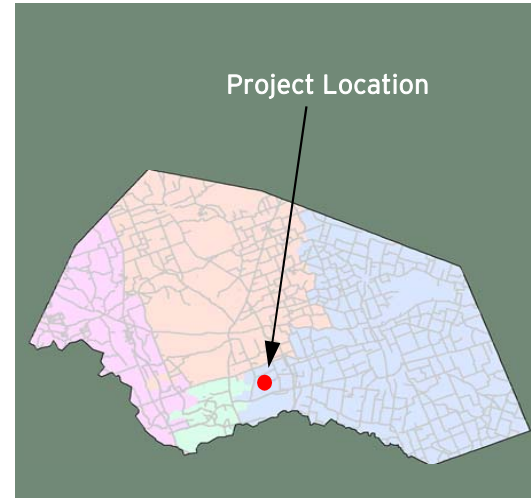
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/6/2016	-102,204.38	-98,985.18

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	9/20/2016	-24,873.50	-123,858.68

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order replaces the Tier II Asphalt and Type D Grade 5 Sac B Aggregate in the contract with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process.

Adjusted Price = \$3,682,274.62



County Road 110 South
 (US 79 to Limmer Loop)

Project Length: 2.25 Miles
 Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018
 Estimated Construction Cost: \$11.2 Million



MAY 2017 IN REVIEW

5/05/2017: Chasco Constructors installed water line service tie-ins between CR 122 and Limmer Loop. A 16" water line was installed between Sophia Ln and US 79. The water line from south of Sophia to Limmer Loop passed a chlorine test. Subcontractor Bryant/Frey excavated the bore pit and began boring under McNutt Creek. Oncor's subcontractor Willbros removed abandoned overhead lines. Subcontractor TRP repaired signs on Limmer Loop and CR 122.

5/12/2017: Installation of water line service tie-ins continued between CR 122 and Sophia. Subcontractor Bryant/Frey continued boring under McNutt Creek. Oncor's subcontractor Willbros removed abandoned overhead lines.

5/19/2017: Installation of water line service tie-ins continued between CR 122 and Sophia. Subcontractor Bryant/Frey continued boring under McNutt Creek. Oncor's subcontractor Willbros continued to remove abandoned overhead lines. MCI/Verizon's subcontractor installed their line on the new poles.

5/26/2017: Excess material was stripped and hauled off in preparation for subgrade work north of McNutt Creek. Subcontractor Bryant/Frey continued boring under McNutt Creek. Spectrum's subcontractor placed their new line on the new utility poles.



Design Engineer: Dannenbaum
 Contractor: Chasco Constructors
 Construction Observation:
 David Boone, HNTB

Williamson County
 Road Bond Program

CR 110 South (US 79 to Limmer Loop)
Project No. 1604-075

Original Contract Price = \$11,224,589.02

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/13/2017	3/31/2017	78	\$1,644,069.60	\$1,644,069.60	\$182,674.40	\$182,674.40	16	15
2	4/1/2017	4/30/2017	30	\$393,511.50	\$2,037,581.10	\$43,723.50	\$226,397.90	20	21
3	5/1/2017	5/31/2017	31	\$582,730.20	\$2,620,311.30	\$64,747.80	\$291,145.70	26	27

Adjusted Price = \$11,224,589.02

Commissioners Court - Regular Session

19.

Meeting Date: 06/20/2017

LTP Budget Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Budget Transfer Request to move \$350,000 from Long Term Planning LTP ROW (P457) to Corridor A1/FM1660 (P458) of \$50,000, Corridor C/SH 29 Bypass (P459) of \$50,000, Corridor E1/FM3349 (P460) of \$50,000, Corridor F/US183 (P461) of \$150,000 and Corridor H/Sam Bass Road (P462) of \$50,000.

Background

Additional traffic modeling is necessary to support the corridor planning process. Funds are needed in each project to cover the costs of this additional work effort. In addition, the limits for Corridor F/US183 have been expanded.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LTP Budget Transfer

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Emmeline Palma
Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 11:51 AM
Started On: 06/15/2017 11:38 AM

Memo

To: Emmeline Palma, Williamson County Auditor's Office
Cc: Tomika Lynce, Williamson County Auditor's Office
From: Michael J. Weaver
Date: 6/15/2017
Re: Long Term Planning Projects – Budget Adjustment

Additional traffic modeling is necessary to support the corridor planning process. Funds are needed in each project to cover the costs of this additional work effort. In addition, the limits for Corridor F/US183 have been expanded.

Please move \$350,000.00 from P-457 LTP ROW – allocated to the following projects:

- \$50,000.00 to P-458 Corridor A1/FM1660
- \$50,000.00 to P-459 Corridor C/SH 29 Bypass
- \$50,000.00 to P-460 Corridor E1/FM3349
- \$150,000.00 to P-461 Corridor F/US183
- \$50,000.00 to P-462 Corridor H/Sam Bass Road

If you have any questions please let me know.

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

Commissioners Court - Regular Session

20.

Meeting Date: 06/20/2017

CR 110 South Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD for right of way needed on CR 110 South. (Parcel 44S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Nelson Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 09:50 AM

Started On: 06/15/2017 09:21 AM

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 44S

THIS REAL ESTATE CONTRACT (“Contract”) is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.783 acre (34,111 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 44S**); and

Drainage Easement interest in and to all of that certain 0.228 acre (9,949 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “B”, attached hereto and incorporated herein (**Parcel 44E**);

together with all and singular the rights and appurtenances pertaining to such real property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights of way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Parcel 44S is out of Seller’s land identified as WCAD Parcel No. R474961 (1.72 acres) and WCAD Parcel No. R055365 (1.56 acres) (said real property, save and except Parcel 44S, being referred to in this Contract as the “Remainder Property”).

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibits “A-B”, any improvements on the Property, and any damage or cost of cure for the Remainder Property as a result of this conveyance (but not damage to the Remainder Property resulting from Purchaser’s construction activities upon the Property following Closing), shall be the sum of ONE

HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-SEVEN and 00/100 Dollars (\$185,727.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense (A) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between the proposed CR110 roadway improvements and the Remainder Property and (B) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii for access from the Remainder Property to Limmer Loop/North Redbud Lane/CR109 and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The centerline of the CR110 driveway permitted herein shall be located at approximately Station 208+35L of the proposed CR 110 roadway improvements (as identified on Exhibit "C" attached hereto and incorporated herein), or at other location agreed to in advance between Purchaser and Seller. The centerline of the Limmer Loop/North Redbud Lane/CR109 driveway permitted herein shall be located at approximately Station 108+50 of the future Redbud Lane roadway improvements, or at another location agreed to in advance between Purchaser and Seller. The parties agree that construction of the driveway permitted herein shall be in replacement of any existing driveway to the Remainder Property from the applicable roadway, and any such existing driveway structures shall be abandoned and removed by Seller upon construction of the applicable driveway permitted herein. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any such driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

2.04 Purchaser has submitted to Seller for approval, and by execution of this Contract Seller does approve, Purchaser's "Drainage Plan" (herein so called), which consist of detailed plans and specifications which are attached hereto as Exhibit "D" for diversion of stormwater runoff from CR 110 north of the Remainder Property through a channel to be constructed by Purchaser within Parcel 44E to a channel along and adjacent to the western boundary of the Remainder Property. Upon submission to Williamson County of any development plans from Paloma Lake Subdivision, Purchaser shall review, comment, and otherwise ensure that the Paloma Lake Subdivision drainage plan has been coordinated and made compatible with the Drainage Plan, in order to properly carry out such Drainage Plan and Paloma Lake development. By execution of this Contract, Purchaser confirms and agrees that the Drainage Plan allows for the conveyance of stormwater runoff from the Remainder Property as improved and that Seller has the legal right to divert such stormwater into the Parcel 44E channel. Prior to the conveyance of any developed flows from the Remainder Property into the Parcel 44E channel, Seller, its

successors or assigns shall submit any development plans and designs to Williamson County for review, comment and approval in order to ensure that any flows are properly conveyed in accordance with the Drainage Plan. The rights and obligations under this Section 2.04 shall survive Closing.

**ARTICLE III
CLOSING CONDITIONS**

Conditions to Purchaser's Obligations

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

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

Conditions to Seller's Obligations

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

(1) Purchaser shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed and complied with by Purchaser prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

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

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

The Property herein is being conveyed to Purchaser under threat of condemnation. It is not assignable by Purchaser except to another entity with the power of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas ("Title Company"), on or before July 15th, 2017, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Closing Date; and
- (c) Any other exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein.

(2) Cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring fee simple title to the Property described in Exhibit "A" and an easement estate to the Property described in Exhibit "B" and subject only to those title exceptions listed therein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exception shall be deleted at Purchaser's expense;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price to Seller in cash or other immediately available funds.

Prorations

5.04. General real estate taxes and any general or special assessments for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees of the parties paid by each party respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to terminate this Contract by written notice to Purchaser and receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

8.10 This Contract shall be effective as of the later of the date it is approved by Williamson County, Texas, which date is indicated beneath the County Judge's signature below, and the date it is approved by Seller, which date is indicated beneath the Seller's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC,
its general partner

Address: 3404 Glenview Avenue
Austin, Texas 78703

By: John C. Nelson
John C. Nelson
Manager

Date: 6/13/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 44S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 44S

DESCRIPTION OF A 0.783 ACRE (34,111 SQ. FT.) PARCEL, LOCATED IN THE WM. DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.783 ACRE (34,111 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 194.42 feet left of Engineer's Centerline Station (E.C.S.) 209+12.00, said point being on the northern line of said remainder of a called 868.54 acre tract, same being on the southern line of a 16.73 acre tract of land as described in a deed to North Paloma Lake, LP, recorded in Document No. 2013000628, O.P.R.W.C.TX., from which a 1/2-inch iron rod with a plastic cap found on said northern line of said remainder tract bears N 77°53'41" W, a distance of 75.23 feet;

THENCE N 80°14'26" E, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, a distance of 89.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 209+08.94 on the proposed west right-of-way line of County Road 110 (C.R. 110), for the **POINT OF BEGINNING** (Grid = N:10178994.66, E:3154670.82) and the northwest corner of the parcel described herein;

1) **THENCE** N 80°14'26" E, departing the proposed west right-of-way line of said C.R. 110, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, a distance of 102.63 feet to a 1/2-inch iron rod found 2.43 feet left of E.C.S. 209+05.43 on the existing west right-of-way line of C. R. 110, a variable width right-of-way, (no record information found), for the northeast corner of said remainder of a called 868.54 acre tract and the parcel described herein, from which a 1/2-inch iron rod found on the existing west right-of-way line of said C.R. 110 bears N 16°12'29" W, a distance of 51.22 feet;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, with the existing west right-of-way line of said C.R. 110, same being the east line of said remainder of a called 868.54 acre tract, the following two (2) courses and distances numbered 2-3:

- 2) S 16°14'35" E, a distance of 53.73 feet to a 1/2-inch iron rod found 1.81 feet right of E.C.S. 208+51.86, and
- 3) S 11°26'16" E, a distance of 249.73 feet to a 1/2-inch iron rod found 0.59 feet right of E.C.S. 206+02.14, for the northeast corner of a called 2.66 acre tract of land as described in a deed to Paloma Lake Development, Inc. and recorded in Document No. 2006014658, O.P.R.W.C.TX., the southeast corner of said remainder of a called 868.54 acre tract and the parcel described herein, said point being the beginning of a curve to the left;

4) **THENCE** with said curve to the left and the common line of said remainder of a called 868.54 acre tract and said 2.66 acre tract, an arc distance of 158.50 feet, through a central angle of 07°15'55", having a radius of 1,250.00 feet and a chord that bears S 71°03'21" W, a distance of 158.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 156.55 feet left of E.C.S. 205+82.22 on the proposed west right-of-way line of said C.R. 110;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 2.66 acre tract, with the proposed west right-of-way line of said C.R. 110, over and across said remainder of a called 868.54 acre tract, the following two (2) courses and distances numbered 5-6:

- 5) N 29°15'13" E, a distance of 78.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 206+41.58, and
- 6) N 11°43'09" W, a distance of 267.36 feet to the **POINT OF BEGINNING** and containing 0.783 acres (34,111 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

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

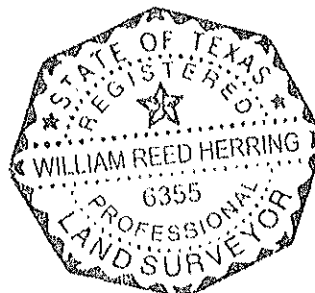
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

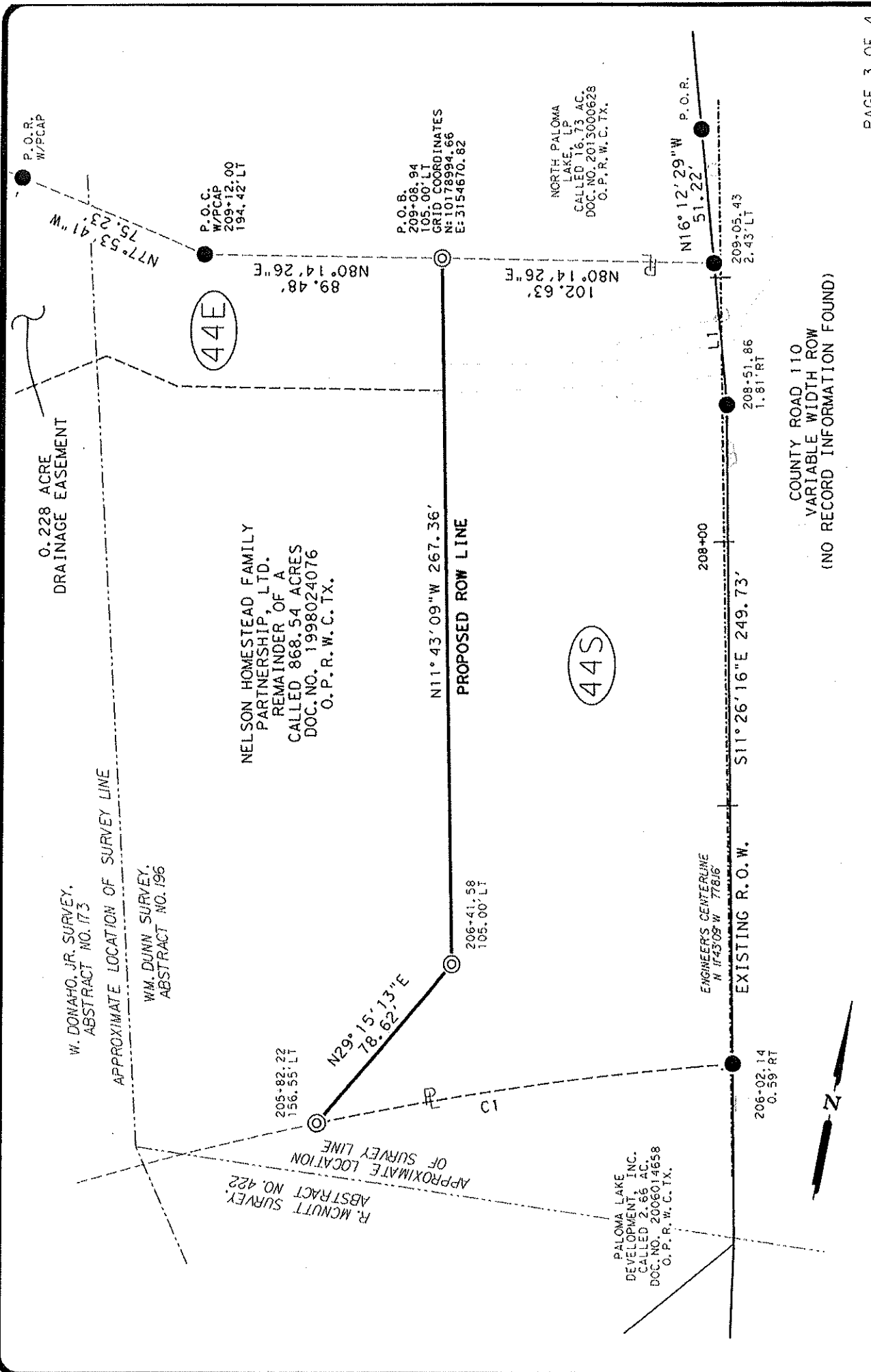
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of November, 2016.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas





FILE: \\saminc\ous\PROJECTS\1014035067\100\Survey\06Plats\Parcel 445_RI.dgn

REF. FIELD NOTE NO. 18110_R1

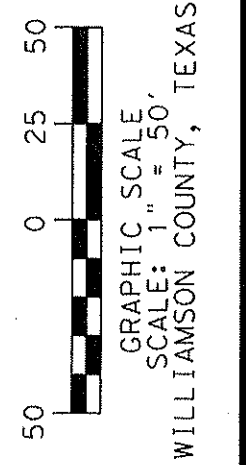
PAGE 3 OF 4

EXISTING	*2.878 AC.	ACQUIRE	0.783 AC.	REMAINING	*2.095 AC. LEFT
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RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. PARCEL 445 0.783 AC. (34,111 SQ. FT.)

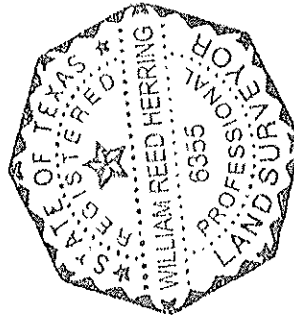


4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064-000



LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 3/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ℙ RECORD INFORMATION
- ℙ PUBLIC UTILITY EASEMENT
- ℙ P.O.B. POINT OF BEGINNING
- ℙ P.O.C. POINT OF COMMENCING
- ℙ P.O.R. POINT OF REFERENCE
- ℙ P.C. POINT OF CURVATURE
- ℙ P.T. POINT OF TANGENCY
- ℙ P.I. POINT OF INTERSECTION
- ℙ N.T.S. NOT TO SCALE
- ℙ DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- ℙ O.P.R.W.C.TX.
- ℙ DISTANCE NOT TO SCALE
- ℙ DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
 WILLIAM REED HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS

DATE
 1/28/2016

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°15'55" (LT)	1,250.00'	158.50'	158.40'	S71°03'21"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S16°14'35"E	53.73'

TIME: 8:56:48 AM
 DATE: 11/28/2016
 FILE: \\saminc\gus\PROJECTS\1014035067\100\Survey\06Plats\Parcel 445_R1.dgn

PAGE 4 OF 4
 REF. FIELD NOTE NO. 18110_R1

EXISTING *2,878 AC. ACQUIRE 0.783 AC. REMAINING *2,095 AC. LEFT



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 FAX: (512) 326-3029
 Texas Firm Registration No. 10066300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 NELSON HOMESTEAD FAMILY
 PARTNERSHIP, LTD.
 PARCEL 445
 0.783 AC. (34,111 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 44E
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 44E

DESCRIPTION OF A 0.228 ACRE (9,949 SQ. FT.) DRAINAGE EASEMENT, LOCATED IN THE W. DONAHO, JR. SURVEY, ABSTRACT NO. 173 AND THE WM. DUNN SURVEY, ABSTRACT NO. 196, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 868.54 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 1998024076 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.228 ACRE (9,949 SQ. FT.) DRAINAGE EASEMENT, AS SHOWN ON AN EASEMENT SKETCH PREPARED BY SAM, LLC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 322.79 feet left of Engineer's Centerline Station (E.C.S.) 207+78.77, said point being on the west line of said remainder of a called 868.54 acre tract, from which a 1/2-inch iron rod with a plastic cap found bears S 16°37'03" W, a distance of 353.97 feet;

THENCE N 08°16'44" E, with the west line of said remainder of a called 868.54 acre tract, a distance of 75.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 297.12 feet left of E.C.S. 208+49.31, for the **POINT OF BEGINNING** (Grid = N:10178897.27, E:3154494.85) and the southwest corner of the easement described herein;

1) **THENCE** N 08°16'44" E, continuing with the west line of said remainder of a called 868.54 acre tract, a distance of 99.04 feet to a 1/2-inch iron rod with a plastic cap found 263.24 feet left of E.C.S. 209+42.39 on the north line of said remainder of a called 868.54 acre tract, same being the south line of a 16.73 acre tract of land as described in a deed to North Paloma Lake, LP, recorded in Document No. 2013000628, O.P.R.W.C.TX., for the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found leaning bears N 78°00'34" W, a distance of 245.17 feet;

THENCE departing the west line of said remainder of a called 868.54 acre tract, with the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, the following two (2) courses and distances numbered 2-3:

- 2) S 77°53'41" E, a distance of 75.23 feet to a 1/2-inch iron rod with a plastic cap found 194.42 feet left of E.C.S. 209+12.00, and
- 3) N 80°14'26" E, a distance of 89.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 209+08.94 on the proposed west right-of-way line of County Road 110 (C.R. 110), for the northeast corner of the easement described herein, from which a 1/2-inch iron rod found on the existing west right-of-way line of said C.R. 110, a variable width right-of-way, (no record information found), for the northeast corner of said remainder of a called 868.54 acre tract bears N 80°14'26" E, a distance of 102.63 feet;

THENCE departing the common line of said remainder of a called 868.54 acre tract and said 16.73 acre tract, over and across said remainder of a called 868.54 acre tract, the following four (4) courses and distances numbered 4-7:

- 4) S 11°43'09" E, with the proposed west right-of-way line of said C.R. 110, a distance of 50.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.00 feet left of E.C.S. 208+58.91, for the southeast corner of the easement described herein,
- 5) S 80°14'26" W, departing the proposed west right-of-way line of said C.R. 110, a distance of 100.85 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 205.79 feet left of E.C.S. 208+62.36,
- 6) N 77°53'41" W, a distance of 29.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 232.73 feet left of E.C.S. 208+74.26, and
- 7) S 57°06'19" W, a distance of 69.05 feet to the **POINT OF BEGINNING** and containing 0.228 acres (9,949 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

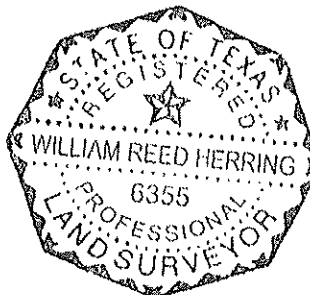
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 18th day of November, 2016.

SURVEYING AND MAPPING, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300



William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

EXISTING R.O.W.

ENGINEER'S CENTERLINE
N 11°43'09"W 718.16'

208+00

44S

PROPOSED ROW LINE

PAGE 3 OF 4
REF. FIELD NOTE NO. 32409

EXISTING ACQUIRE N/A REMAINING

EASEMENT SKETCH
SHOWING PROPERTY OF
NELSON HOMESTEAD
FAMILY PARTNERSHIP, LTD.
0.228 AC. (9,949 SQ. FT.)

NORTH PALOMA
LAKE, L.P.
CALLED 16.73 AC.
DOC. NO. 2013000628
O.P.R. W.C. TX.

W/PCAP
209+12.00
194.42' LT

N80°14'26"E
89.48'

44E

0.228 ACRE
DRAINAGE EASEMENT

208+74.26
232.75' LT

N80°14'26"E
100.85'

208+62.36
205.79' LT

APPROXIMATE LOCATION OF SURVEY LINE

NELSON HOMESTEAD FAMILY
PARTNERSHIP, LTD.
REMAINDER OF A
CALLED 868.54 ACRES
DOC. NO. 1998024076
O.P.R. W.C. TX.

W.M. DUNN SURVEY.
ABSTRACT NO. 196

W/PCAP
209+42.39
263.24' LT

N78°00'34"W 245.17'

N08°16'44"E
99.04'

P.O.B.
208+49.31
297.12' LT
GRID COORDINATES
N: 10178897.27
E: 3154494.85

N08°16'44"E
75.07'

W. DONAHG, JR. SURVEY.
ABSTRACT NO. 173

P.O.C.
W/PCAP
207+78.77
322.79' LT

S16°37'03"W
353.97'

P.O.R.
W/PCAP

FILE: \\somin\cous\PROJECTS\1014035067\100\Survey\06Plats\Easement 44.dgn



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512)-447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 1008-000



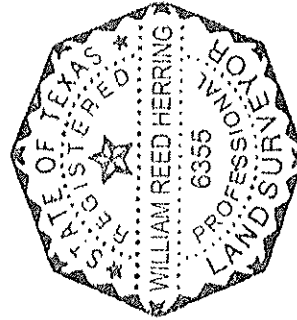
GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

LEGEND

- CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND
- 1/2" PIPE FOUND UNLESS NOTED
- ⊙ 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT
- P PROPERTY LINE
- () RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.I. POINT OF INTERSECTION
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DEED LINE (COMMON OWNERSHIP)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S11° 43' 09" E	50.03'
L2	N77° 53' 41" W	29.45'



- NOTES:**
- ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

William Reed Herring
 DATE 11/18/2016

WILLIAM REED-HERRING
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 6355, STATE OF TEXAS

FILE: \\saminc\ous\PROJECTS\1014035067\100\Survey\06Plats\Easement 44.dgn

EXISTING 868.54 AC. ACQUIRE N/A REMAINING 868.54 AC. LEFT

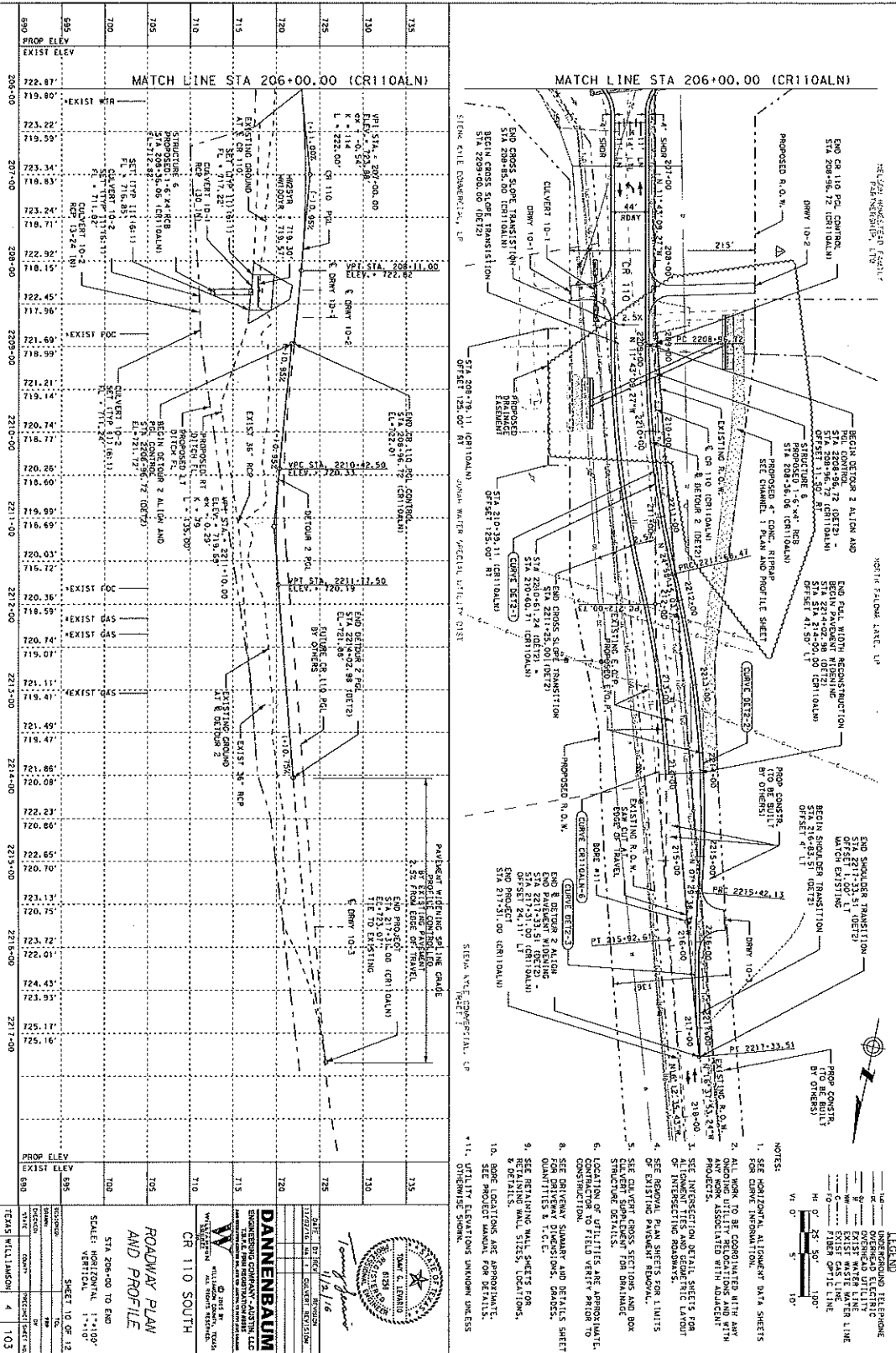
4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10084000



EASEMENT SKETCH
 SHOWING PROPERTY OF
 NELSON HOMESTEAD
 FAMILY PARTNERSHIP, LTD.
 PARCEL 44E
 0.228 AC. (9,949 SQ. FT.)

EXHIBIT "C"

FILE: g:\112272016.dwg DATE: 11/22/2016 11:41:43 AM USER: jwilliams



DANNENBAUM ENGINEERING COMPANY
 1000 W. 11th Street, Suite 100
 Lincoln, NE 68502
 Phone: (402) 441-1111
 Fax: (402) 441-1112
 www.dannenbaum.com

CR 110 SOUTH ROADWAY PLAN AND PROFILE

STA 206+00 TO END
 SCALE: HORIZONTAL 1"=100'
 VERTICAL 1"=10'

SHEET 10 OF 12

DESIGNED BY: J. WILLIAMS
 CHECKED BY: J. WILLIAMS
 DATE: 11/22/2016

PROJECT NO: 112272016

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS
3	SEE SHEET 2 FOR DETAILED INDEX OF SHEETS

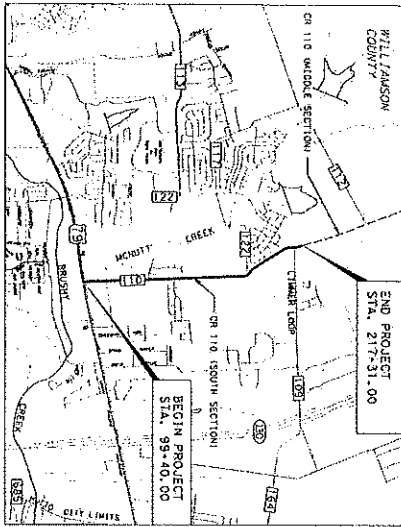
WILLIAMSON COUNTY

CR 110 SOUTH SECTION
PRECINCT NUMBER 4

NET LENGTH OF ROADWAY = 11,687.00 FT (2.219 MILES)
NET LENGTH OF BRIDGE = 124.00 FT (0.023 MILES)
NET LENGTH OF PROJECT = 11,791.00 FT (2.233 MILES)

LIMITS: FROM US 79 TO NORTH OF LAMER LOOP

FOR THE CONSTRUCTION OF THREE LANE FACILITY WITH CONTINUOUS LEFT TURN
CONSISTING OF: PAVING, GRADING, BRIDGES, DRAINAGE, RETAINING WALLS,
SIGNING AND FURNISHING MATERIALS.



100%
SUBMITTAL

ROADWAY	CLASSIFICATION	DESIGN SPEED
COUNTY ROAD 110	MINOR URBAN ARTERIAL	45 MPH
LAMER LOOP 122	MINOR URBAN ARTERIAL	45 MPH
COUNTY ROAD 122	MINOR URBAN ARTERIAL	40 MPH

ROADWAY	A.D.T. (2025)	A.D.T. (2035)
COUNTY ROAD 110	3,100	11,100
LAMER LOOP 122	3,700	10,100
COUNTY ROAD 122	5,700	8,500



APPROVED BY:

DAN A. GATTIS

WILLIAMSON COUNTY JUDGE

DATE: 09-09-2016

APPROVED BY:

RON MORRISON

WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:

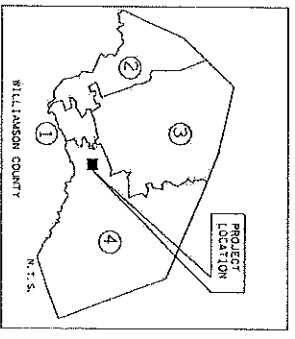
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:

WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:

WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4



REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEET D(1)-14 THRU D(1)-14 AND THE TEXAS MANUAL ON OFF-RAMP
TRAFFIC CONTROL DEVICES.

TYPICAL STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
AND SPECIAL SPECIFICATIONS ARE INCORPORATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.

DANNENBAUM

ENGINEERING CONSULTANTS
1000 W. 11TH STREET, SUITE 100
AMARILLO, TEXAS 79101

PREPARED BY:
DANNENBAUM ENGINEERING COMPANY - JUSTIN, LLC (DESIGN CONSULTANT)

PROJECT MANAGER: TOMMY G. LEWIS
DATE: 5-23-16



EXHIBIT "D" (Page 3 of 23)

FILE: p:\110\110_south\110_south.dwg DATE: 11/17/2016 11:03:11 AM USER: mj16.02060999

ROADWAY SUMMARY	STATIONS	CONCRETE	ASPHALT	PAVEMENT	GRASS	WOOD	BRICK	STONE	OTHER	TOTAL
1 OF 12	112+28.15 TO 113+00.00	11.0	65.6	94.37	197.2	87	104	455.3	818	1401
2 OF 12	113+00.00 TO 114+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
3 OF 12	114+00.00 TO 115+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
4 OF 12	115+00.00 TO 116+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
5 OF 12	116+00.00 TO 117+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
6 OF 12	117+00.00 TO 118+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
7 OF 12	118+00.00 TO 119+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
8 OF 12	119+00.00 TO 120+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
9 OF 12	120+00.00 TO 121+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
10 OF 12	121+00.00 TO 122+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
11 OF 12	122+00.00 TO 123+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
12 OF 12	123+00.00 TO 124+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
PROJECT TOTALS		135.0	859.0	1188.1	2957.0	1272	1272	6813.3	1395.0	15780

ROADWAY SUMMARY CONT 1	STATIONS	CONCRETE	ASPHALT	PAVEMENT	GRASS	WOOD	BRICK	STONE	OTHER	TOTAL
1 OF 12	124+00.00 TO 125+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
2 OF 12	125+00.00 TO 126+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
3 OF 12	126+00.00 TO 127+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
4 OF 12	127+00.00 TO 128+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
5 OF 12	128+00.00 TO 129+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
6 OF 12	129+00.00 TO 130+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
7 OF 12	130+00.00 TO 131+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
8 OF 12	131+00.00 TO 132+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
9 OF 12	132+00.00 TO 133+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
10 OF 12	133+00.00 TO 134+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
11 OF 12	134+00.00 TO 135+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
12 OF 12	135+00.00 TO 136+00.00	12.0	73.8	103.0	197.2	121	121	625	131.1	1429
PROJECT TOTALS		135.0	859.0	1188.1	2957.0	1272	1272	6813.3	1395.0	15780

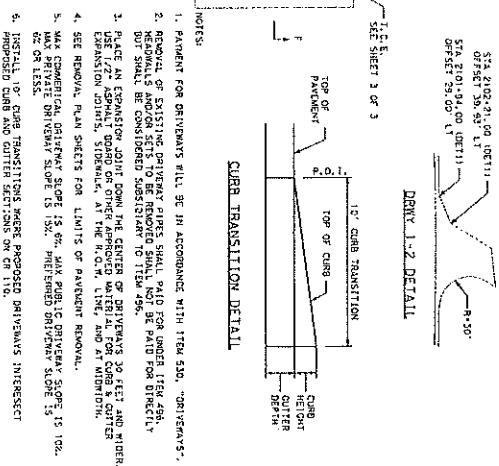
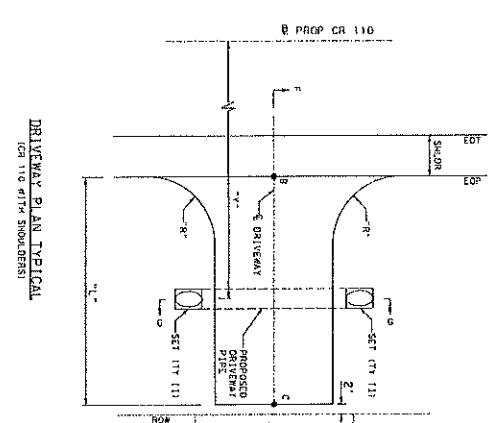
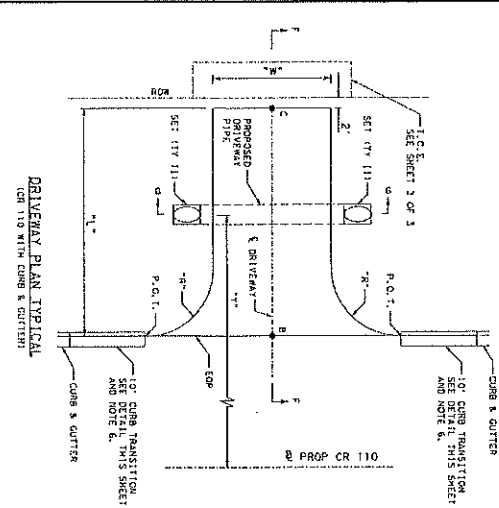
SMALL STRUCTURE SUMMARY	STATIONS	CONCRETE	ASPHALT	PAVEMENT	GRASS	WOOD	BRICK	STONE	OTHER	TOTAL
1 OF 12	112+28.15 TO 113+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2 OF 12	113+00.00 TO 114+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3 OF 12	114+00.00 TO 115+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4 OF 12	115+00.00 TO 116+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
5 OF 12	116+00.00 TO 117+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
6 OF 12	117+00.00 TO 118+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
7 OF 12	118+00.00 TO 119+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
8 OF 12	119+00.00 TO 120+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
9 OF 12	120+00.00 TO 121+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
10 OF 12	121+00.00 TO 122+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
11 OF 12	122+00.00 TO 123+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
12 OF 12	123+00.00 TO 124+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
PROJECT TOTALS		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0

SMALL STRUCTURE SUMMARY CONT 1	STATIONS	CONCRETE	ASPHALT	PAVEMENT	GRASS	WOOD	BRICK	STONE	OTHER	TOTAL
1 OF 12	124+00.00 TO 125+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2 OF 12	125+00.00 TO 126+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
3 OF 12	126+00.00 TO 127+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
4 OF 12	127+00.00 TO 128+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
5 OF 12	128+00.00 TO 129+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
6 OF 12	129+00.00 TO 130+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
7 OF 12	130+00.00 TO 131+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
8 OF 12	131+00.00 TO 132+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
9 OF 12	132+00.00 TO 133+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
10 OF 12	133+00.00 TO 134+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
11 OF 12	134+00.00 TO 135+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
12 OF 12	135+00.00 TO 136+00.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
PROJECT TOTALS		12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0

DANNENBAUM
 ENGINEERING COMPANY, ALUMINUM, LLC
 110 SOUTH QUANTITY SHEETS
 SHEET 2 OF 4
 TEXAS WILLIAMSON 4 1/4

EXHIBIT "D" (Page 6 of 23)

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NOTES:

1. PAVEMENT FOR DRIVEWAYS WILL BE IN ACCORDANCE WITH ITEM 530, "DRIVEWAYS".
2. REMOVAL OF EXISTING DRIVEWAY PIPES SHALL PAID FOR UNDER ITEM 498.
3. REMOVAL AND/OR REPAIR OF EXISTING DRIVEWAY PIPES SHALL BE PAID FOR DIRECTLY BY THE CONTRACTOR.
4. SET 2" COMPENSATED SAND FROM THE CENTER OF DRIVEWAYS 30 FEET AND OTHER EXPANSION JOINTS, SIDEWALKS, AT THE R.O.C. LINE, AND AT MIDWIDTH.
5. MAX COMMERCIAL DRIVEWAY SLOPE IS 6%. MAX PUBLIC DRIVEWAY SLOPE IS 10% OR LESS.
6. INSTALL 10" CORE TRANSITIONS WHERE PROPOSED DRIVEWAYS INTERSECT PROPOSED CURB AND GUTTER SECTIONS ON CR 110.

DANNEBAUM

 ENGINEERING COMPANY, A LIMITED LIABILITY CORPORATION

 112616

 11/26/15

 CR 110 SOUTH

 DRIVEWAY SUMMARY AND DETAILS

 SHEET 1 OF 3

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 CHECKED BY: [Signature]

 DESIGNED BY: [Signature]

 TCEM WILLIAMS

 107

PLAN AND PROFILE SHEET	DRIVEWAY CONWAY	ALIGN.	STATION	LEFT SIDE WIDTH (ft)	DRIVEWAY DIMENSIONS				GRADE B-C	DRIVEWAYS (FEET)	DRIVEWAYS (SQ FT)	DRIVEWAYS (BASINS)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	DRIVEWAYS (CY)	
					DRIVEWAY WIDTH (ft)	DRIVEWAY LENGTH (ft)	DRIVEWAY AREA (sq ft)	DRIVEWAY VOLUME (cy)													DRIVEWAY B-C
1 OF 12	B	DRIVEWAY	2101+35.88	81	17.00	75.00	75.00	54.70	-0.34	30	51	51	51	51	51	51	51	51	51	51	51
2 OF 12	B	DRIVEWAY	2102+31.75	81	17.00	67.00	67.00	54.90	-0.54	30	51	51	51	51	51	51	51	51	51	51	51
3 OF 12	B	DRIVEWAY	2103+27.62	81	17.00	59.00	59.00	55.10	-0.78	30	51	51	51	51	51	51	51	51	51	51	51
4 OF 12	B	DRIVEWAY	2104+23.50	81	17.00	51.00	51.00	55.30	-1.02	30	51	51	51	51	51	51	51	51	51	51	51
5 OF 12	B	DRIVEWAY	2105+19.37	81	17.00	43.00	43.00	55.50	-1.26	30	51	51	51	51	51	51	51	51	51	51	51
6 OF 12	B	DRIVEWAY	2106+15.25	81	17.00	35.00	35.00	55.70	-1.50	30	51	51	51	51	51	51	51	51	51	51	51
7 OF 12	B	DRIVEWAY	2107+11.12	81	17.00	27.00	27.00	55.90	-1.74	30	51	51	51	51	51	51	51	51	51	51	51
8 OF 12	B	DRIVEWAY	2108+07.00	81	17.00	19.00	19.00	56.10	-1.98	30	51	51	51	51	51	51	51	51	51	51	51
9 OF 12	B	DRIVEWAY	2109+02.87	81	17.00	11.00	11.00	56.30	-2.22	30	51	51	51	51	51	51	51	51	51	51	51
10 OF 12	B	DRIVEWAY	2110-01.25	81	17.00	3.00	3.00	56.50	-2.46	30	51	51	51	51	51	51	51	51	51	51	51
11 OF 12	B	DRIVEWAY	2111-05.38	81	17.00	-5.00	-5.00	56.70	-2.70	30	51	51	51	51	51	51	51	51	51	51	51
12 OF 12	B	DRIVEWAY	2112-09.51	81	17.00	-13.00	-13.00	56.90	-2.94	30	51	51	51	51	51	51	51	51	51	51	51
CONTRACTOR'S INFORMATION ONLY - QUANTITIES FOR DRIVEWAYS INCLUDED IN ROADWAY SUMMARY AND QUANTITIES FOR DRIVEWAYS INCLUDED IN SMALL STRUCTURE SUMMARY.																					

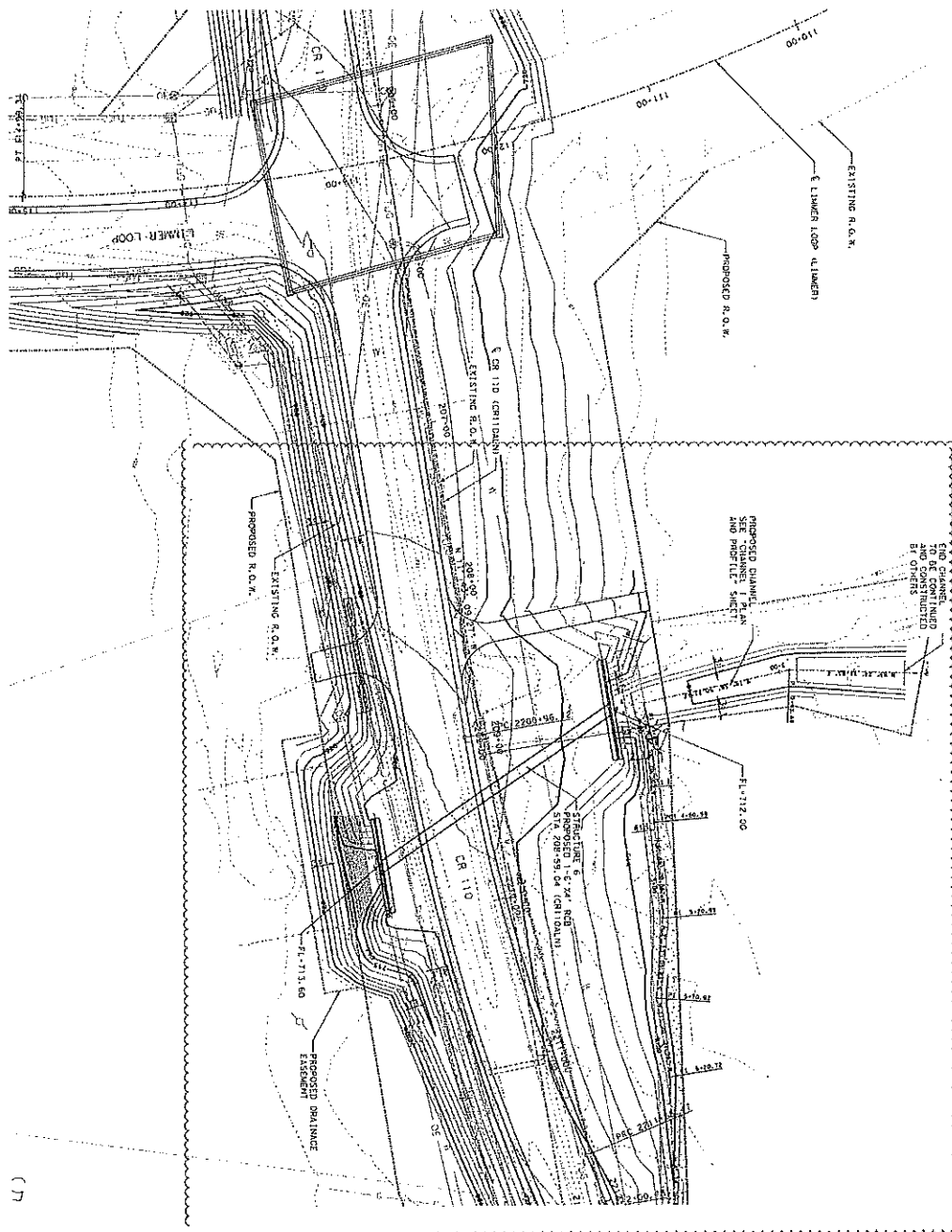
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Table 5 - Culvert Summary Table: STR 6

Total Discharge (cfs)	Culvert Diameter (ft)	Inlet Control Elevation (ft)	Outlet Control Elevation (ft)	Flow Type	Normal Depth (ft)	Outlet Depth (ft)	Outlet Velocity (ft/s)	Outlet Kinetic Energy (ft)
0.00	0.00	714.20	712.00	D-2	0.000	0.000	0.000	0.000
14.41	10.41	714.74	712.00	D-2	0.440	0.440	0.290	0.320
28.83	20.83	714.40	712.00	D-2	0.880	0.880	0.580	0.640
43.24	31.24	713.84	712.00	D-2	1.320	1.320	0.870	1.000
57.65	41.65	713.04	712.00	D-2	1.760	1.760	1.160	1.320
72.06	52.06	712.04	712.00	D-2	2.200	2.200	1.450	1.680
86.47	62.47	710.84	712.00	D-2	2.640	2.640	1.740	2.040
100.88	72.88	710.40	712.00	D-2	3.080	3.080	2.030	2.400
115.29	83.29	710.00	712.00	D-2	3.520	3.520	2.320	2.760
129.70	93.70	709.44	712.00	D-2	3.960	3.960	2.610	3.120
144.11	104.11	708.74	712.00	D-2	4.400	4.400	2.900	3.480
158.52	114.52	707.84	712.00	D-2	4.840	4.840	3.190	3.840
172.93	124.93	706.74	712.00	D-2	5.280	5.280	3.480	4.200
187.34	135.34	705.44	712.00	D-2	5.720	5.720	3.770	4.560
201.75	145.75	703.94	712.00	D-2	6.160	6.160	4.060	4.920
216.16	156.16	702.24	712.00	D-2	6.600	6.600	4.350	5.280
230.57	166.57	700.34	712.00	D-2	7.040	7.040	4.640	5.640
244.98	176.98	698.24	712.00	D-2	7.480	7.480	4.930	6.000
259.39	187.39	695.94	712.00	D-2	7.920	7.920	5.220	6.360
273.80	197.80	693.44	712.00	D-2	8.360	8.360	5.510	6.720
288.21	208.21	690.74	712.00	D-2	8.800	8.800	5.800	7.080
302.62	218.62	687.84	712.00	D-2	9.240	9.240	6.090	7.440
317.03	229.03	684.74	712.00	D-2	9.680	9.680	6.380	7.800
331.44	239.44	681.44	712.00	D-2	10.120	10.120	6.670	8.160
345.85	249.85	677.84	712.00	D-2	10.560	10.560	6.960	8.520
360.26	260.26	674.04	712.00	D-2	11.000	11.000	7.250	8.880
374.67	270.67	669.94	712.00	D-2	11.440	11.440	7.540	9.240
389.08	281.08	665.54	712.00	D-2	11.880	11.880	7.830	9.600
403.49	291.49	660.84	712.00	D-2	12.320	12.320	8.120	9.960
417.90	301.90	655.84	712.00	D-2	12.760	12.760	8.410	10.320
432.31	312.31	650.54	712.00	D-2	13.200	13.200	8.700	10.680
446.72	322.72	644.94	712.00	D-2	13.640	13.640	8.990	11.040
461.13	333.13	639.04	712.00	D-2	14.080	14.080	9.280	11.400
475.54	343.54	632.84	712.00	D-2	14.520	14.520	9.570	11.760
490.00	354.00	626.34	712.00	D-2	14.960	14.960	9.860	12.120
504.41	364.41	619.54	712.00	D-2	15.400	15.400	10.150	12.480
518.82	374.82	612.44	712.00	D-2	15.840	15.840	10.440	12.840
533.23	385.23	605.04	712.00	D-2	16.280	16.280	10.730	13.200
547.64	395.64	597.34	712.00	D-2	16.720	16.720	11.020	13.560
562.05	406.05	589.34	712.00	D-2	17.160	17.160	11.310	13.920
576.46	416.46	581.04	712.00	D-2	17.600	17.600	11.600	14.280
590.87	426.87	572.44	712.00	D-2	18.040	18.040	11.890	14.640
605.28	437.28	563.54	712.00	D-2	18.480	18.480	12.180	15.000
619.69	447.69	554.34	712.00	D-2	18.920	18.920	12.470	15.360
634.10	458.10	544.84	712.00	D-2	19.360	19.360	12.760	15.720
648.51	468.51	535.04	712.00	D-2	19.800	19.800	13.050	16.080
662.92	478.92	524.94	712.00	D-2	20.240	20.240	13.340	16.440
677.33	489.33	514.54	712.00	D-2	20.680	20.680	13.630	16.800
691.74	499.74	503.84	712.00	D-2	21.120	21.120	13.920	17.160
706.15	510.15	492.84	712.00	D-2	21.560	21.560	14.210	17.520
720.56	520.56	481.54	712.00	D-2	22.000	22.000	14.500	17.880
734.97	530.97	469.94	712.00	D-2	22.440	22.440	14.790	18.240
749.38	541.38	458.04	712.00	D-2	22.880	22.880	15.080	18.600
763.79	551.79	445.84	712.00	D-2	23.320	23.320	15.370	18.960
778.20	562.20	433.34	712.00	D-2	23.760	23.760	15.660	19.320
792.61	572.61	420.54	712.00	D-2	24.200	24.200	15.950	19.680
807.02	583.02	407.44	712.00	D-2	24.640	24.640	16.240	20.040
821.43	593.43	394.04	712.00	D-2	25.080	25.080	16.530	20.400
835.84	603.84	380.34	712.00	D-2	25.520	25.520	16.820	20.760
850.25	614.25	366.34	712.00	D-2	25.960	25.960	17.110	21.120
864.66	624.66	352.04	712.00	D-2	26.400	26.400	17.400	21.480
879.07	635.07	337.44	712.00	D-2	26.840	26.840	17.690	21.840
893.48	645.48	322.54	712.00	D-2	27.280	27.280	17.980	22.200
907.89	655.89	307.34	712.00	D-2	27.720	27.720	18.270	22.560
922.30	666.30	291.84	712.00	D-2	28.160	28.160	18.560	22.920
936.71	676.71	276.04	712.00	D-2	28.600	28.600	18.850	23.280
951.12	687.12	259.94	712.00	D-2	29.040	29.040	19.140	23.640
965.53	697.53	243.54	712.00	D-2	29.480	29.480	19.430	24.000
979.94	707.94	226.84	712.00	D-2	29.920	29.920	19.720	24.360
994.35	718.35	209.84	712.00	D-2	30.360	30.360	20.010	24.720
1008.76	728.76	192.54	712.00	D-2	30.800	30.800	20.300	25.080
1023.17	739.17	174.94	712.00	D-2	31.240	31.240	20.590	25.440
1037.58	749.58	157.04	712.00	D-2	31.680	31.680	20.880	25.800
1051.99	759.99	138.84	712.00	D-2	32.120	32.120	21.170	26.160
1066.40	770.40	120.34	712.00	D-2	32.560	32.560	21.460	26.520
1080.81	780.81	101.54	712.00	D-2	33.000	33.000	21.750	26.880
1095.22	791.22	82.44	712.00	D-2	33.440	33.440	22.040	27.240
1109.63	801.63	63.04	712.00	D-2	33.880	33.880	22.330	27.600
1124.04	812.04	43.34	712.00	D-2	34.320	34.320	22.620	27.960
1138.45	822.45	23.34	712.00	D-2	34.760	34.760	22.910	28.320
1152.86	832.86	3.04	712.00	D-2	35.200	35.200	23.200	28.680
1167.27	843.27	-8.44	712.00	D-2	35.640	35.640	23.490	29.040
1181.68	853.68	-26.74	712.00	D-2	36.080	36.080	23.780	29.400
1196.09	864.09	-50.84	712.00	D-2	36.520	36.520	24.070	29.760
1210.50	874.50	-70.74	712.00	D-2	36.960	36.960	24.360	30.120
1224.91	884.91	-86.44	712.00	D-2	37.400	37.400	24.650	30.480
1239.32	895.32	-97.84	712.00	D-2	37.840	37.840	24.940	30.840
1253.73	905.73	-105.94	712.00	D-2	38.280	38.280	25.230	31.200
1268.14	916.14	-110.74	712.00	D-2	38.720	38.720	25.520	31.560
1282.55	926.55	-113.24	712.00	D-2	39.160	39.160	25.810	31.920
1296.96	936.96	-113.44	712.00	D-2	39.600	39.600	26.100	32.280
1311.37	947.37	-111.24	712.00	D-2	40.040	40.040	26.390	32.640
1325.78	957.78	-106.64	712.00	D-2	40.480	40.480	26.680	33.000
1340.19	968.19	-99.74	712.00	D-2	40.920	40.920	26.970	33.360
1354.60	978.60	-90.54	712.00	D-2	41.360	41.360	27.260	33.720
1369.01	989.01	-79.04	712.00	D-2	41.800	41.800	27.550	34.080
1383.42	999.42	-65.24	712.00	D-2	42.240	42.240	27.840	34.440
1397.83	1009.83	-49.14	712.00	D-2	42.680	42.680	28.130	34.800
1412.24	1020.24	-30.74	712.00	D-2	43.120	43.120	28.420	35.160
1426.65	1030.65	-11.04	712.00	D-2	43.560	43.560	28.710	35.520
1441.06	1041.06	9.04	712.00	D-2	44.000	44.000	29.000	35.880
1455.47	1051.47	28.94	712.00	D-2	44.440	44.440	29.290	36.240
1469.88	1061.88	57.64	712.00	D-2	44.880	44.880	29.580	36.600
1484.29	1072.29	85.04	712.00	D-2	45.320	45.320	29.870	36.960
1498.70	1082.70	111.14	712.00	D-2	45.760	45.760	30.160	37.320
1513.11	1093.11	135.84	712.00	D-2	46.200	46.200	30.450	37.680
1527.52	1103.52	159.14	712.00	D-2	46.640	46.640	30.740	38.040
1541.93	1113.93	170.04	712.00	D-2	47.080	47.080	31.030	38.400
1556.34	1124.34	178.54	712.00	D-2	47.520	47.520	31.320	38.760
1570.75	1134.75	184.64	712.00	D-2	47.960	47.960	31.610	39.120
1585.16	1145.16	188.34	712.00	D-2	48.400	48.400	31.900	39.480
1599.57	1155.57	189.64	712.00	D-2	48.840	48.840	32.190	39.840
1613.98	1165.98	188.54	712.00	D-2	49.280	49.280	32.480	40.200
1628.39	1176.39	185.04	712.00	D-2	49.720	49.720	32.770	40.560
1642.80	1186.80	179.14	712.00	D-2	50.160	50.160	33.060	40.920
1657.21	1197.21	170.84	712.00	D-2	50.600	50.600	33.350	41.280
1671.62	1207.62	160.14	712.00	D-2	51.040	51.040	33.640	41.640
1686.03	1218.03	147.04	712.00	D-2	51.480	51.480	33.930	42.000
1700.44	1228.44	131.54	712.00	D-2	51.920	51.920	34.220	42.360
1714.85	1238.85	113.64	712.00	D-2	52.360	52.360	34.510	42.720
1729.26	1249.26	93.34	712.00	D-2	52.800	52.800	34.800	43.080
1743.								

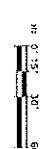
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(7)

LEGEND
 --- PROPOSED CENTERLINE
 - - - - - EXISTING CENTERLINE
 --- EXISTING CHANNEL
 --- EXISTING WALL
 --- PROPOSED CHANNEL
 --- PROPOSED WALL
 --- PROPOSED GRADING
 --- PROPOSED CHANNEL AND CONSTRUCTION BY OTHERS



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 W. DANNEBAUM
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CR 110 SOUTH
 CULVERT
 GRADING

SCALE: HORIZONTAL, 1"=40'
 SHEET 2 OF 2

DATE	BY	CHECKED	DATE
11/17/2016	mjt	WJ	11/17/2016
DESIGNED	DATE	PROJECT	NO.
WJ	11/17/2016	CR 110 SOUTH	157
TEKSA	PULLMANSON	4	157

EXHIBIT "D" (Page 11 of 23)

FILE: p:\11011011\11011011.dwg DATE: 11/17/2016
 USER: mjt Date: 11/17/2016

CHANNEL 1

Beginning chain station description

Point 21	N	10,180,076.71	E	2,154,859.55	Sta	1+00.00
Course from 21 to 22	N 22° 18.98' E	0.141	102.82			
Point 22	N	10,180,172.43	E	2,154,874.53	Sta	2+02.82
Course from 22 to 23	S 89° 24' 11.03" E	0.161	90.88			
Point 23	N	10,180,178.28	E	2,154,850.40	Sta	2+91.69
Course from 23 to 24	N 74° 56' 50.77" E	0.161	82.55			
Point 24	N	10,180,202.44	E	2,154,934.81	Sta	3+88.34
Course from 24 to 25	N 67° 58' 20.58" W	0.141	74.85			
Point 25	N	10,180,276.54	E	2,155,049.81	Sta	4+80.99
Course from 25 to 26	N 67° 58' 20.58" W	0.141	85.99			
Point 26	N	10,180,356.08	E	2,155,038.53	Sta	5+26.98
Course from 26 to 27	N 10,180,356.08 E	3,155,040.46	Sta			
Point 27	N	10,180,356.08	E	3,155,040.46	Sta	5+70.92
Course from 27 to 28	N 20° 31.56" W	0.161	49.79			
Point 28	N	10,180,434.81	E	3,155,038.87	Sta	6+20.72
Course from 28 to 29	N 14° 58' 38.36" W	0.161	140.01			
Point 29	N	10,180,574.43	E	3,155,028.30	Sta	7+60.73
Course from 29 to 30	N 14° 58' 38.36" W	0.161	131.81			
Point 30	N	10,180,701.86	E	3,154,988.29	Sta	8+92.53

Ending chain station description



CHANNEL 1
ALIGNMENT DATA

CR 110 SOUTH

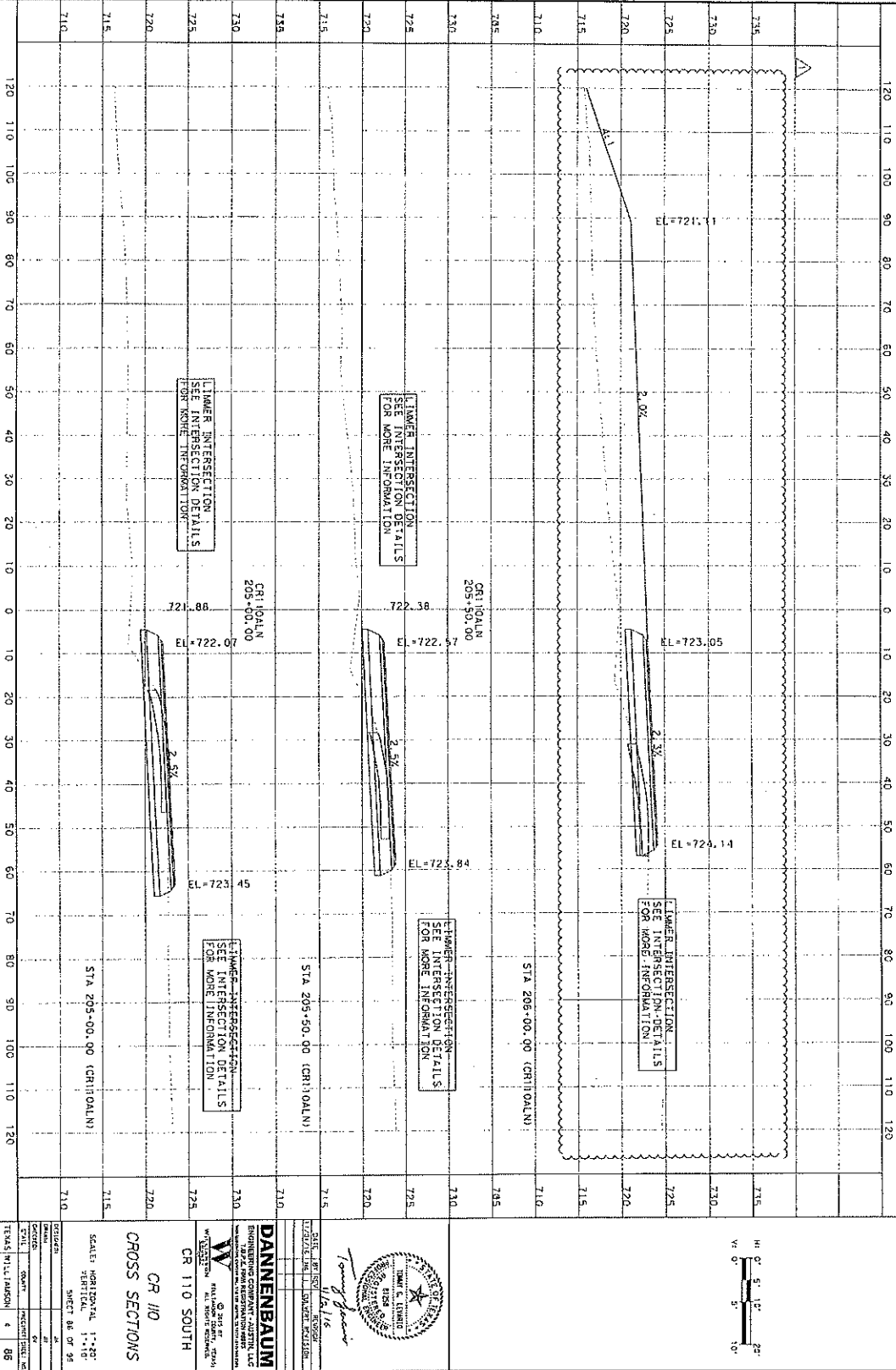
DANNENBAUM
ENGINEERING AND CONSULTING, L.L.C.
11011011.DWG
11/17/2016

DATE: 11/17/2016
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

NO.	DATE	BY	REVISION
1	11/17/2016	mjt	INITIAL DESIGN

EXHIBIT "D" (Page 14 of 23)

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STA 205+00.00 (CR110ALN)
 STA 205+50.00 (CR110ALN)
 STA 205+90.00 (CR110ALN)

CR 110 SOUTH
 CROSS SECTIONS
 SCALE HORIZONTAL 1"=20'
 VERTICAL 1"=10'
 SHEET 86 OF 95

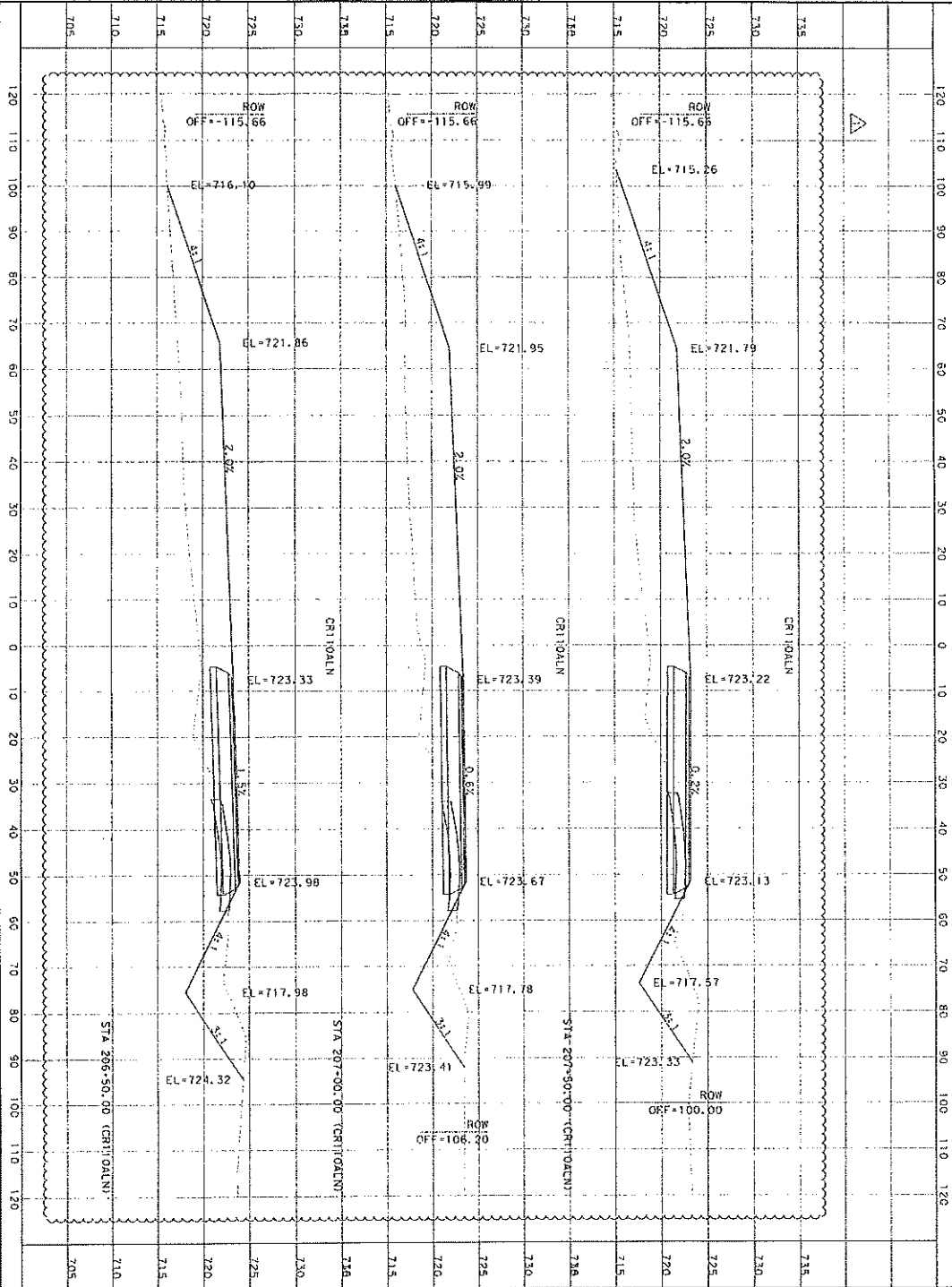
DANNENBAUM
 ENGINEERING CORPORATION
 1100 WEST 11TH STREET
 SUITE 100
 FORT WORTH, TEXAS 76104
 WWW.DANNENBAUM.COM
 ALL RIGHTS RESERVED

DATE: 11/11/16
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

TEXAS PROFESSIONAL ENGINEER
 NO. 11288
 EXPIRES 12/31/17

EXHIBIT "D" (Page 15 of 23)

FILE: D:\1117\1117.dwg, 11/17/2016 11:52:09 AM
 DATE: 11/17/2016 TIME: 11:52:09 AM USER: jh1117



DANNENBAUM
 ENGINEERS & ARCHITECTS, LLC
 424 S. BIRCH STREET, SUITE 200
 WASHINGTON, DC 20004
 ALL RIGHTS RESERVED.

DATE: 11/16/16
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

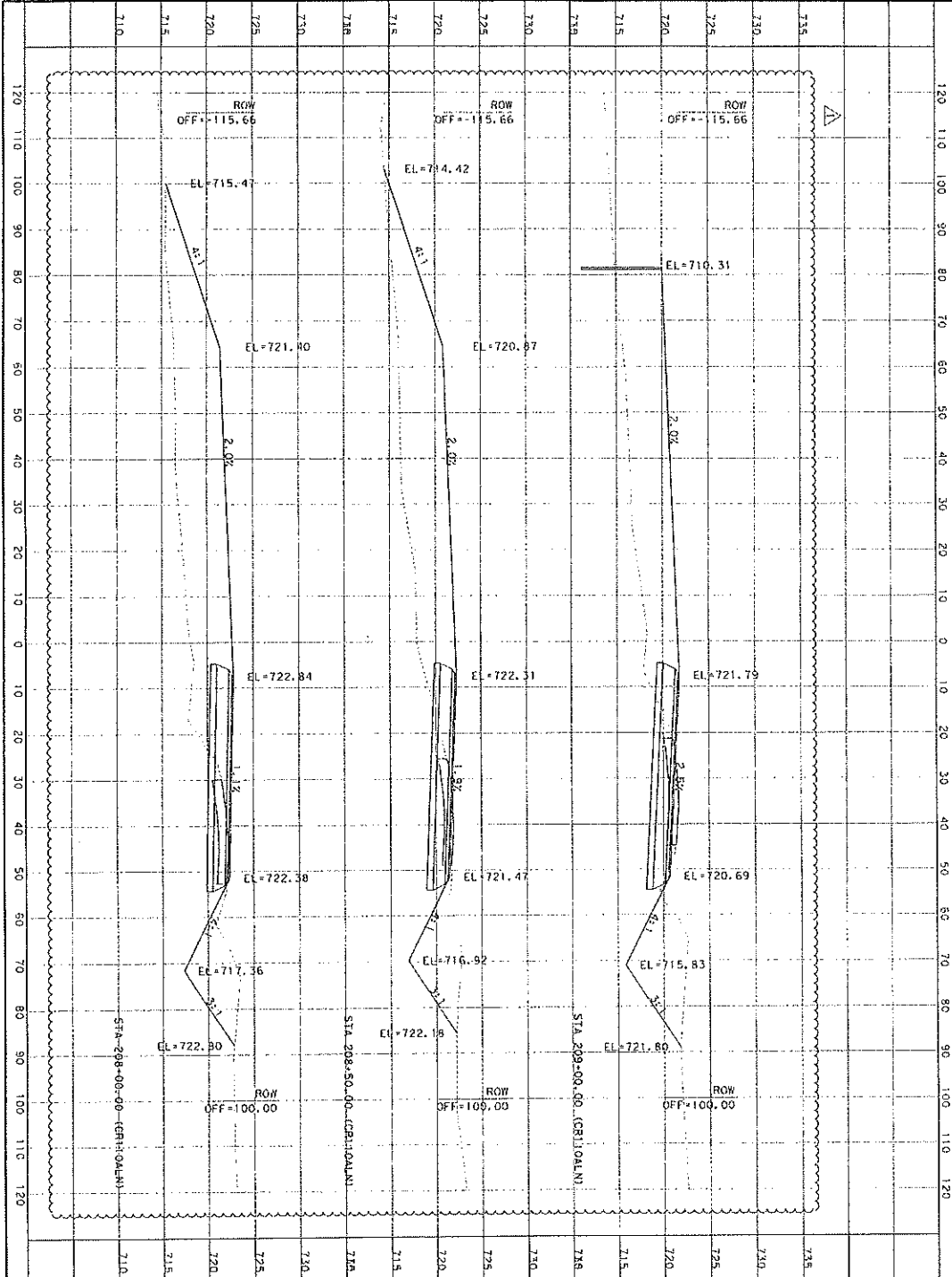
CR 110 SOUTH
 CR 110

SCALE: HORIZONTAL 1"=20'
 VERTICAL 1"=10'
 SHEET 87 OF 98

North Arrow
 0' 5' 10"
 10'

EXHIBIT "D" (Page 16 of 23)

FILE: d:\1112\1112\1112.dwg DATE: 11/21/2018 TIME: 11:22:19 PM USER: rjg\jg

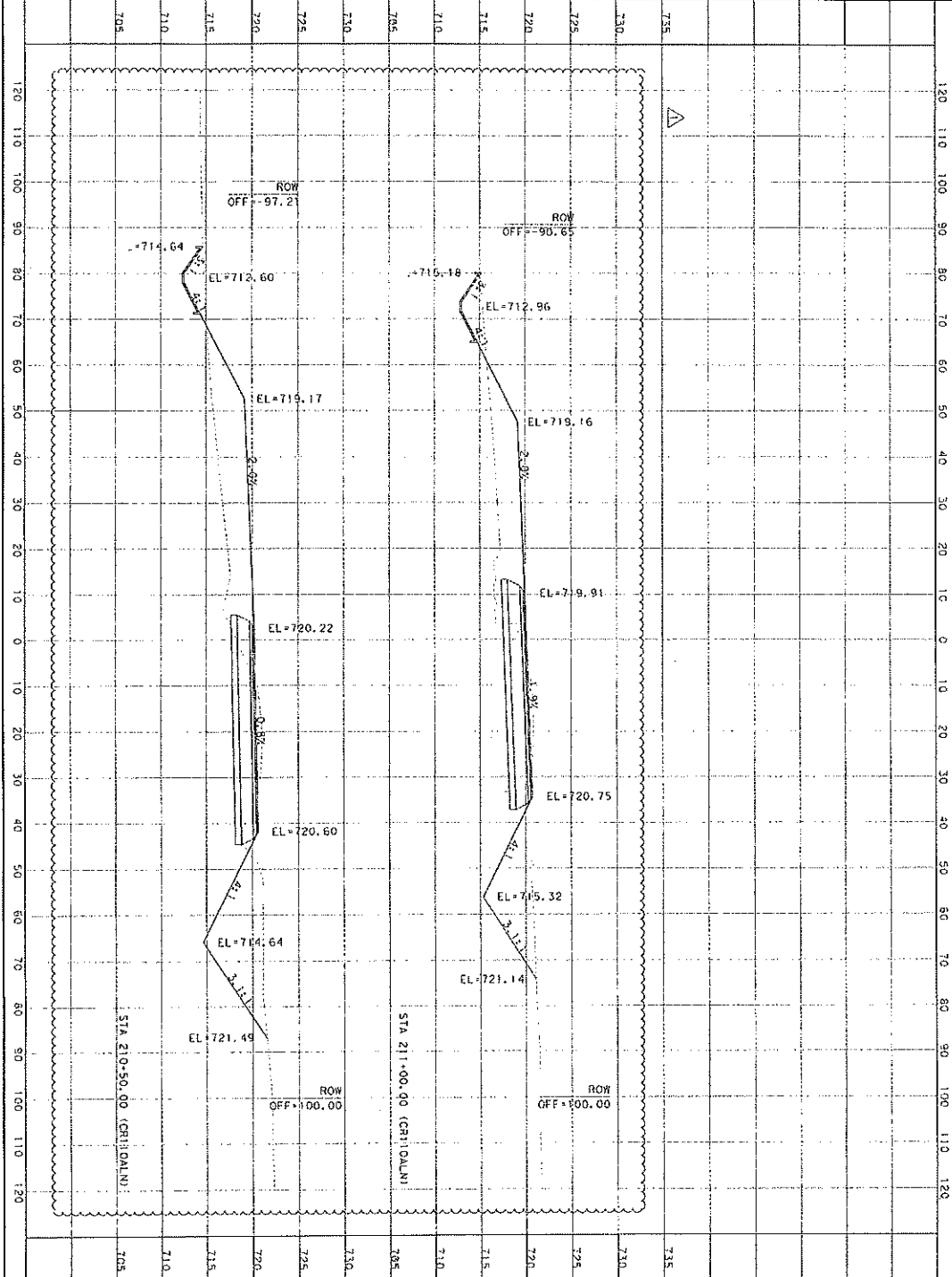


<p>DANNENBAUM PROFESSIONAL ENGINEERING FIRM 320 E. 10th Street, Suite 200 Des Moines, IA 50319 Phone: (515) 281-1111 Fax: (515) 281-1112 www.dannenbaum.com</p>	<p><i>Tommy Hoover</i> 11/21/18</p>	<p>DATE: 11/21/18 TIME: 11:22:19 AM USER: rjg\jg</p>						
<p>SCALE: HORIZONTAL 1"=20' VERTICAL 1"=10' SHEET 88 OF 95</p>	<p>CR 110 SOUTH CROSS SECTIONS</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/21/18</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	11/21/18	ISSUED FOR PERMIT
NO.	DATE	DESCRIPTION						
1	11/21/18	ISSUED FOR PERMIT						



EXHIBIT "D" (Page 18 of 23)

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DANNENBAUM
 ENGINEERING CONSULTANTS, INC.
 10000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80231
 W. J. LUTZ, P.E., P.L.L.C.
 W. J. LUTZ, P.E., P.L.L.C.
 W. J. LUTZ, P.E., P.L.L.C.

Tommy Jones
 11/24/16

DATE: 11/24/16
 DRAWN BY: JML
 CHECKED BY: JML
 PROJECT: CR 110 SOUTH

SCALE: HORIZONTAL: 1"=50'
 VERTICAL: 1"=10'
 SHEET 90 OF 95

CROSS SECTIONS
 CR 110
 CR 110 SOUTH

North Arrow

1" = 50'

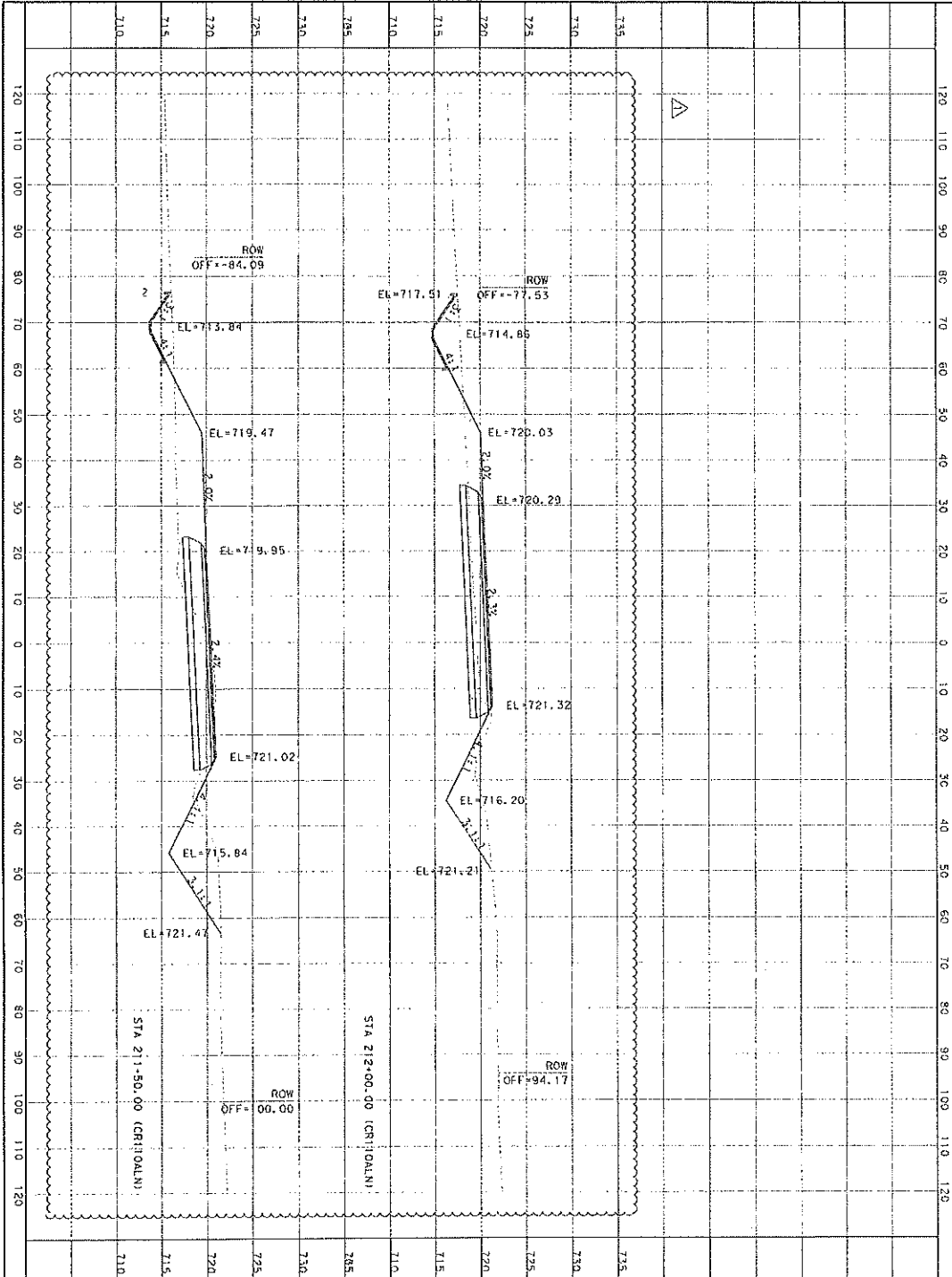
1" = 10'

1" = 10'

1" = 10'

EXHIBIT "D" (Page 19 of 23)

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 User: jay@...
 Title: 110-110.dwg



DANNENBAUM
 ENGINEERING COMPANY - AUSTIN, LLC
 1100 W. BRUNNEN DRIVE, SUITE 200, AUSTIN, TEXAS 78703
 TEL: 512.476.1100 FAX: 512.476.1101
 WWW.DANNENBAUM-ENR.COM

DATE: 11/9/16
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

SCALE: HORIZONTAL 1"=40'
 VERTICAL 1"=10'
 SHEET 91 OF 95

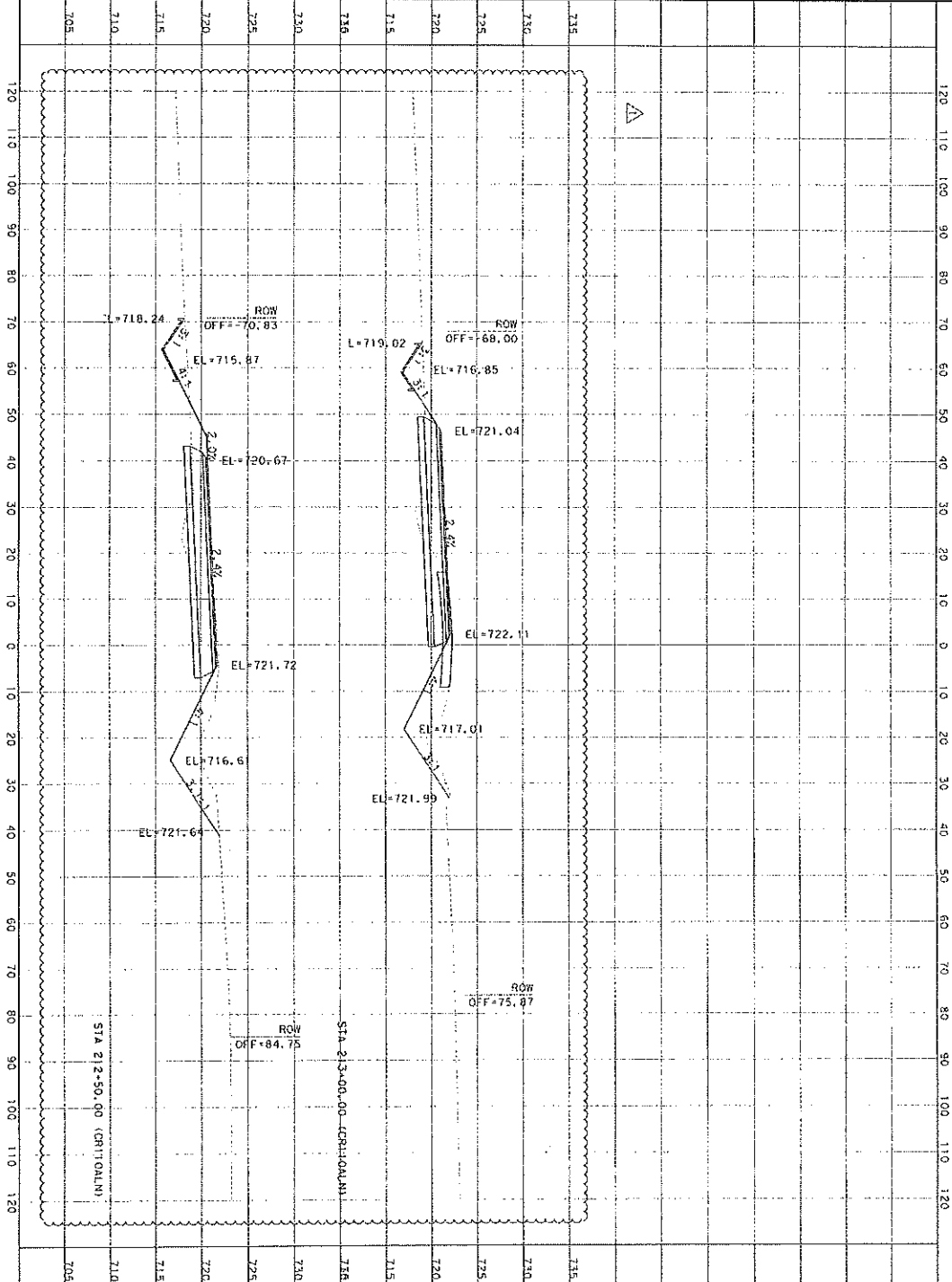
CR 110
 CR 110 SOUTH

STA 211+50.00 (CR 110 SOUTH)
 STA 212+00.00 (CR 110 MAIN)

1" = 10'

EXHIBIT "D" (Page 20 of 23)

FILED: p:\11112016\11112016.dwg DATE: 11/11/2016 11:21:19 PM USER: n011b.02040002




CROSS SECTIONS

CR 110 SOUTH

SCALE: HORIZONTAL 1"=30'
 VERTICAL 1"=10'

SHEET 92 OF 95



Sam E. Gandy
 11/6/16

DANNENBAUM
 ENGINEERING COMPANY, AUSTIN, LLC
 1100 W. BRIDLE TRAIL, SUITE 100, AUSTIN, TX 78703
 TEL: 512.476.1100 FAX: 512.476.1101

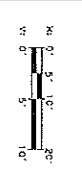
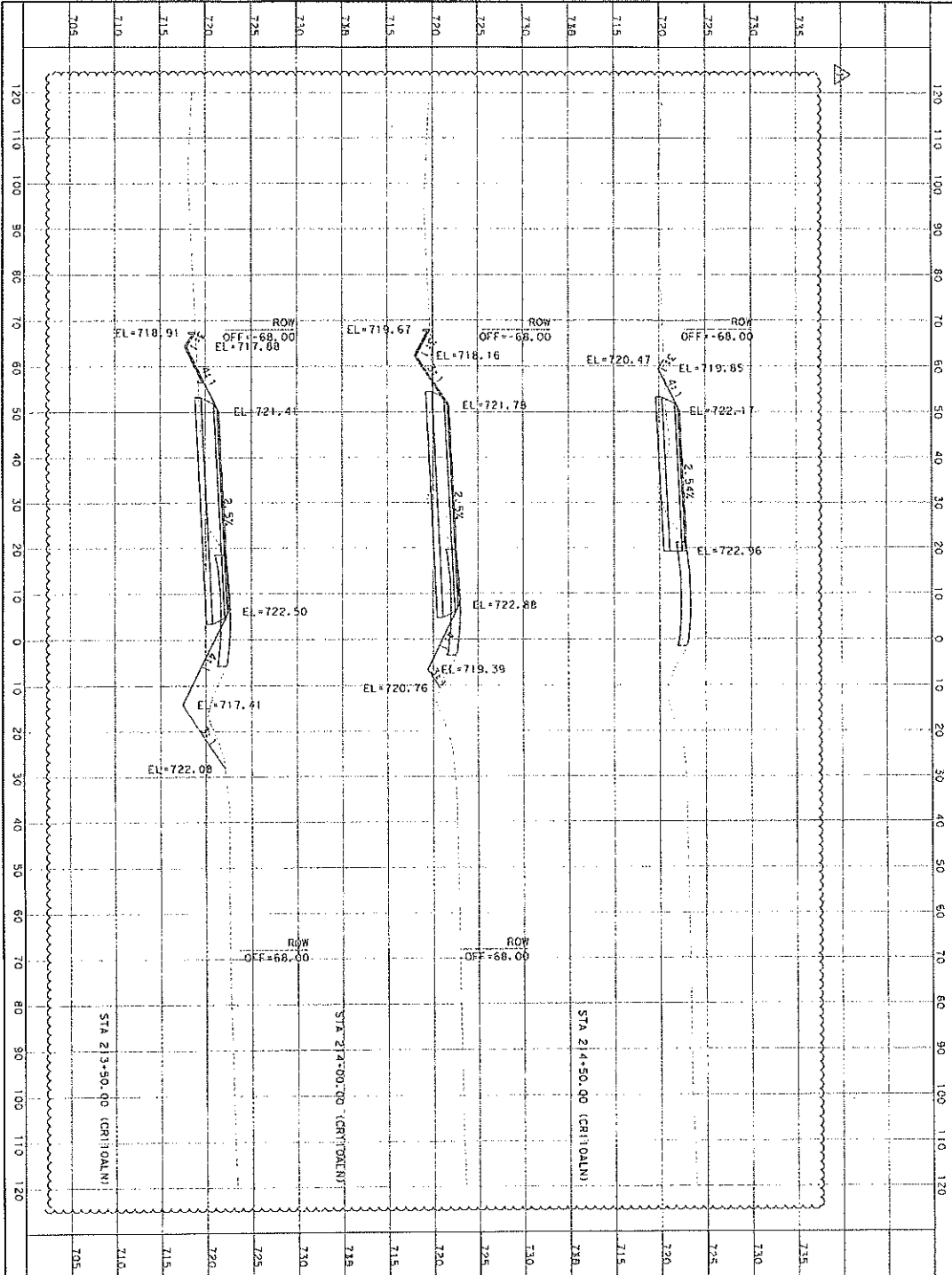


EXHIBIT "D" (Page 21 of 23)

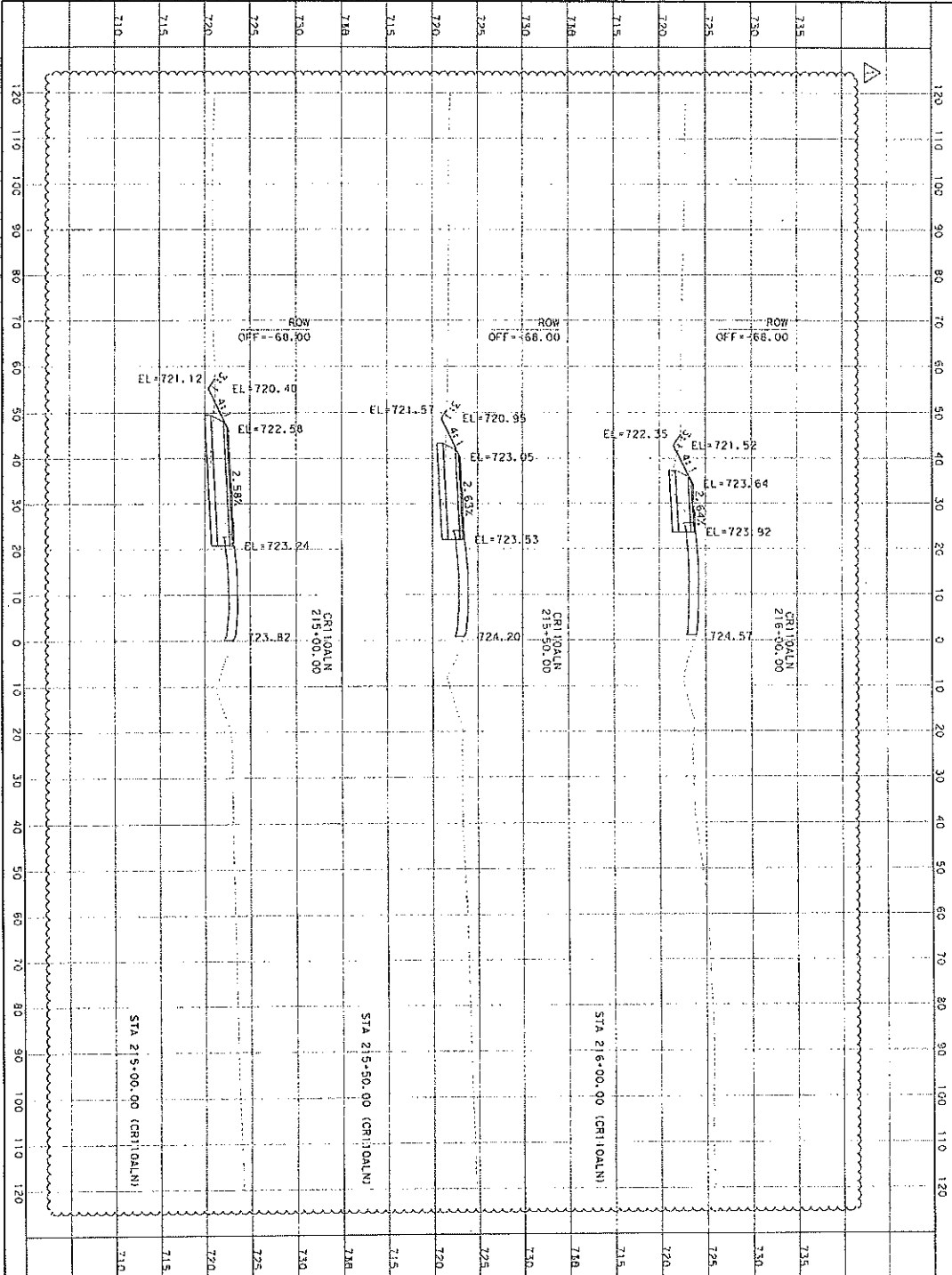
7/21/11 11:05:43 AM D:\PROJECTS\CR 110 SOUTH\DRAWINGS\CR 110 SOUTH\CR 110 SOUTH\CR 110 SOUTH.dwg
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<p>DATE: 07/21/11 TIME: 11:05:43 AM USER: jay.dunn</p>	<p>SCALE: HORIZONTAL 1"=40' VERTICAL 1"=10' SHEET 33 OF 35</p>	<p>CR 110 SOUTH</p>	<p>DANNENBAUM ENGINEERS & ARCHITECTS, LLC 1100 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 (303) 733-8800 WWW.DANNENBAUM.COM</p>	<p>PROJECT: CR 110 SOUTH SHEET: 33 OF 35 DATE: 7/21/11</p>		<p>Horizontal Scale: 1" = 40' Vertical Scale: 1" = 10'</p>
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EXHIBIT "D" (Page 22 of 23)

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 DATE: 11/11/2016 TIME: 11:23:30 AM USER: wj\j.williamson



<p>DATE: 11/11/16 DRAWN BY: [Signature] CHECKED BY: [Signature] PROJECT: CR 110 SOUTH</p>		<p>DANNEBAUM ENGINEERING COMPANY - AUSTIN, LLC 1100 WEST 17TH STREET, SUITE 200 AUSTIN, TEXAS 78703 PH: 512.454.8888 FAX: 512.454.8889 WWW.DANNEBAUM-ENG.COM</p>	<p>SCALE: HORIZONTAL: 1"=30' VERTICAL: 1"=10' SHEET 84 OF 95</p>	<p>CR 110 SOUTH CR 110 SOUTH</p>	<p>STA 215+00.00 (CR 110ALN) STA 216+00.00 (CR 110ALN) STA 216+00.00 (CR 110ALN)</p>	<p>CR 110ALN 215+00.00 CR 110ALN 216+00.00 CR 110ALN 216+00.00</p>
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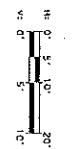
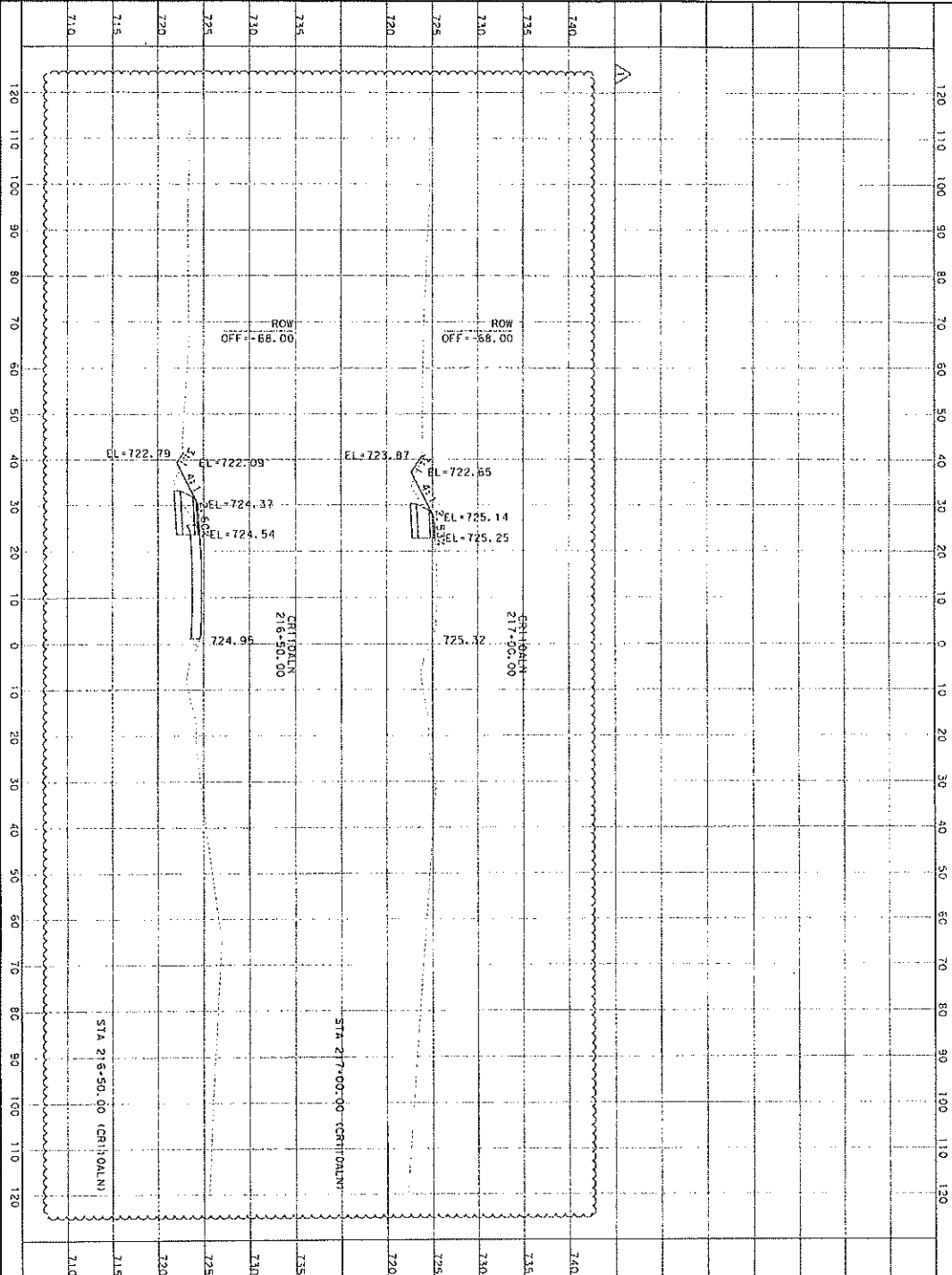


EXHIBIT "D" (Page 23 of 23)

FILED C:\Users\p01_00000000\Documents\Projects\1112-01\1112-01\1112-01.dwg
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SCALE: HORIZONTAL 1"=20' VERTICAL 1"=10' SHEET 98 OF 98	CROSS SECTIONS CR 110 CR 110 SOUTH	DANNENBAUM ENGINEERING COMPANY, AUSTIN, LLC 1100 W. BRIDGES BLVD., SUITE 200 AUSTIN, TEXAS 78703 TEL: 512.476.1111 FAX: 512.476.1112 WWW.DANNENBAUM-ENGINEERING.COM	STA. 216+50.00 STA. 217+00.00 DATE: 11/11/16 DRAWN BY: [Signature] CHECKED BY: [Signature]	TITLE: CROSS SECTIONS PROJECT: CR 110 SOUTH SHEET: 98 OF 98	1" = 20' 1" = 10'
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EXHIBIT "E"

Parcels 44S

DEED

County Road 110 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.783 acre (34,111 Sq. Ft.) tract of land in the Wm. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 44S) (the "Property")

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

As additional consideration to Grantor for this conveyance, Grantee has made a separate agreement with Grantor in the purchase contract for the Property regarding Grantor's right to construct one or more driveway connections between the remainder land of Grantor and adjacent right-of-way, all as more particularly set forth in such separate agreement, which agreement shall remain in full force and effect after the date hereof.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2017.

GRANTOR:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas family partnership

By: Nelson Homestead Management, LLC, its general partner

By: _____
John C. Nelson
Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ___ day of _____, 2017 by John C. Nelson, Manager of Nelson Homestead Management, LLC, the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "F"

DRAINAGE EASEMENT

County Road 110S

THE STATE OF TEXAS ⊃
 ⊃ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON ⊃

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. a Texas limited partnership, and her successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 (\$1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

All of that certain 0.228 acre (9,949 square feet) tract of land situated in the WM. Dunn Survey, Abstract No. 196 in Williamson County, Texas; said 0.228 acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes (**Parcel 44E**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way or drainage channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of stormwater from the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A", together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives, of ingress and egress to and from said premises from the adjacent right of way for the purpose of making any drainage improvements, modifications or repairs within said premises which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to Grantor and its successors and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of Grantee's rights hereunder, including the actions of Grantee's agents or employees. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage improvements and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive. Grantor, for itself and Grantor's heirs, executors, administrators, successors and assigns, excepts from the grant and retains and reserves the right to fully use and enjoy the Property for drainage of stormwater from Grantor's remainder property (described as WCAD Parcel No. R474961 (1.72 acres) and WCAD Parcel No. R055365 (1.56 acres), save and except the Property) in common with Grantee. Prior to the conveyance of any developed flows from such remainder property into the easement, Grantor, its successors or assigns shall submit any development plans and designs to Grantee for review, comment and approval in order to ensure that any flows are properly conveyed so as not to interfere with the purposes of the easement.

In addition, Grantor, for itself and Grantor's heirs, executors, administrators, successors and assigns, also excepts from the grant and retains and reserves the right to use and enjoy the Property for any and all other purposes, however Grantor covenants not to use or otherwise convey any other easement or conflicting rights within the premises covered by this grant that would interfere with or prevent the use by Grantee of the easement as provided herein without the express written consent of Grantee, which consent shall not be unreasonably withheld.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual; provided, however, that said easement, rights, and privileges shall cease and revert to Grantor in the event that (i) Grantee does not complete construction and installation of the drainage facilities herein described, substantially in accordance with the plans and specifications therefor as approved by Grantor prior to the date hereof, within five (5) years after the date hereof, or (ii) the drainage facilities herein described are abandoned or shall cease to be used for their intended purpose of facilitating stormwater drainage from the adjacent property and roadway facilities.

Grantee shall, at Grantee's sole cost and expense, maintain the drainage facilities herein in functioning and legally-compliant condition and repair at all times. GRANTEE EXPRESSLY UNDERSTANDS THAT GRANTOR HAS NO DUTY OR OBLIGATION WHATSOEVER TO MAINTAIN THE PROPERTY OR ANY PORTION THEREOF. Grantor shall have no responsibility, liability, or obligation with respect to any property of Grantee (including property of Grantee's contractors or invitees), it being acknowledged and understood by Grantee that the safety and security of any such property is the sole responsibility and risk of Grantee.

Grantor has executed and delivered this agreement, and Grantee has received and accepted this agreement and the Property, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER. GRANTEE HEREBY EXPRESSLY ASSUMES ALL RISKS AND PERILS ASSOCIATED WITH USE OF THE PROPERTY.

EXECUTED on this the ____ day of _____, 2017.

[signature pages follow]

Commissioners Court - Regular Session

21.

Meeting Date: 06/20/2017

CR 110 South Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a First Amendment to Contract Covenant with Nelson Homestead Family Partnership, LTD for right of way acquired on CR 110 South. (Parcel 38S)

Background

Fiscal Impact

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

Attachments

[Nelson First Amendment to Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 09:50 AM

Started On: 06/15/2017 09:23 AM

FIRST AMENDMENT TO CONTRACT COVENANT

THIS FIRST AMENDMENT TO CONTRACT COVENANT (this "Amendment") is made to be effective as of the ____ day of _____, 2017, by and between NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership ("Seller"), and WILLIAMSON COUNTY, TEXAS ("Purchaser"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties".

Recitals

A. Seller and Purchaser entered into that certain Real Estate Contract dated June 30, 2016 (the "Contract"), pursuant to which Purchaser agreed to purchase from Seller approximately 0.080 acres of land (Parcel 38S, Part 1) and approximately 0.144 acres of land (Parcel 38S, Part 2) located in Williamson County, Texas, as more particularly described in the Contract.

B. Closing under the Contract occurred on or about August 30, 2016, but the Parties agreed in Section 2.03 of the Contract ("Section 2.03") that the driveway-related rights and obligations set forth therein would survive Closing.

C. The Parties now desire to amend Section 2.03 as hereinafter set forth.

Agreement

For and in consideration of the premises and the mutual covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Section 2.03. The first sentence of Section 2.03 is hereby deleted in its entirety and replaced with the following: "As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense (A) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between the proposed CR110 roadway improvements and the remaining adjacent property of Seller and (B) one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii for access from the remaining property of Seller to Limmer Loop/North Redbud Lane/CR109, to be located between Station 105+50 and Station 109+00 of the future Redbud Lane roadway improvements and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction."

2. Miscellaneous. Except as expressly amended hereby, Section 2.03 shall be and remain in full force and effect as of the date thereof and shall be binding on the Parties. Unless specifically defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Contract. This Amendment may be executed in one or more counterparts, which shall be construed together as one document. A telecopy or electronic transmission by either party of its signature shall be deemed to be the delivery by such party of its original signature hereon. This Amendment (i) shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors, assigns, heirs, receivers and trustees; (ii) may be modified or amended only by a written agreement executed by each of the Parties; and (iii) shall be governed by and construed in accordance with the laws of the State of Texas.

EXECUTED to be effective as of the date first written above.

SELLER:

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,
a Texas limited partnership

By: Nelson Homestead Management, LLC, its general partner

By: John C. Nelson
John C. Nelson
Manager

Date: 6/13/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

Commissioners Court - Regular Session

22.

Meeting Date: 06/20/2017

TPWD Grant Agreement for River Ranch County Park

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 Texas Parks & Wildlife Department Grant Agreement for River Ranch County Park to support professional services and construction for the Interpretive Center.

Background

On March 23, 2017, the Texas Parks and Wildlife Commission approved Williamson County’s grant proposal for River Ranch County Park. The grant will fund professional services and construction for the Interpretive Center.

Fiscal Impact

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

Attachments

[TPWD Agreement for River Ranch County Park Interpretive Center](#)

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Randy Bell
Final Approval Date: 06/12/2017

Reviewed By

Hal Hawes
Wendy Coco

Date

06/12/2017 09:42 AM
06/12/2017 03:41 PM
Started On: 06/09/2017 01:56 PM



Life's better outside.

Sent via RGO

Commissioners

T. Dan Friedkin
Chairman
Houston

Ralph H. Duggins
Vice-Chairman
Fort Worth

Anna B. Galo
Laredo

Bill Jones
Austin

Jeanne W. Latimer
San Antonio

James H. Lee
Houston

S. Reed Morian
Houston

Dick Scott
Wimberley

Kelcy L. Warren
Dallas

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

The Honorable Dan A. Gattis
Williamson County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Re: Williamson County River Ranch Park Interpretive Center
45-001021

Dear Judge Gattis:

On **March 23, 2017**, the Texas Parks and Wildlife Commission approved the County's grant proposal for River Ranch Park Interpretive Center through the Texas Recreation and Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "Instructions for Approved Projects" manual under the Resources tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-4656 or at dan.reece@tpwd.texas.gov. I look forward to working with you on the successful completion of this project. Thank you.

Sincerely,

Dan Reece, RLA
Local Park Grants Coordinator
Recreation Grants Branch

TEXAS PARKS AND WILDLIFE

**Recreation Grants Local Park Grant Program
Texas Recreation & Parks Account
GRANT AGREEMENT**

TPWD P.O. Number:

Project Number: **51-000071**

Sponsor Name: **Williamson County**

Project Name: **River Ranch County Park Interpretive Center**

Sponsor Unique Identifier (DUNS): **076930049**

Agreement Term: **March 23, 2017 - July 15, 2020**

Pre-award Date: **N/A**

Obligated State Funds: **\$750,000.00**

Sponsor Cost Share: **\$750,000.00**

Total Project Cost: **\$1,500,000.00**

This award is entered into by the Texas Parks and Wildlife Department (Department), and the Williamson County (Sponsor). This award is funded through the Department, under the authority of Chapter 24 of the Parks and Wildlife Code.

PROJECT DESCRIPTION AND LOCATION:

Williamson County will construct an Interpretive Center in River Ranch County Park, to include a 3,100 sq foot building with classroom, exhibit space and displays, interpretive signs, outdoor classroom with fireplace on the porch, meeting space/reference library, office, and restrooms.

River Ranch Park is located in the Western portion of the county at 1751 CR 282 in Liberty Hill, Williamson County, Texas.

Prior to vegetation clearing, Department requires surveying for suitable black-capped vireo and golden-cheeked warbler habitat within the project area according to USFWS guidelines. If suitable habitat for either species is present, Department recommends removal occur outside of the species' breeding season. Department also recommends contacting the USFWS for species occurrence data, guidance, permitting, survey protocols, and mitigation for these federally-listed species.

PRE-AWARD INCURRENCE OF COSTS:

The Sponsor shall be entitled to reimbursement of **\$160,700** in pre-award project planning costs incurred on or after **January 1, 2016**. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the written approval of Department.

KEY OFFICIALS:

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Tim Hogsett
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Tim.hogsett@tpwd.texas.gov

Dana Lagarde
Local Park Grant Manager
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8175
Dana.lagarde@tpwd.texas.gov

Project Coordinator:

Dan Reece
Grant Coordinator
Local Park Grants Program
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
512-389-4656
dan.reece@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact

Randy Bell
Parks Director
Williamson County
219 Perry Mayfield
Leander, TX 78641
512-943-1922
randybell@wilco.org

Recipient Project Coordinator

Jay Gomez
Park Manager
Williamson County
219 Perry Mayfield
Leander, TX 78641
512-943-5265
jay.gomez@wilco.org

Recipient Fiscal Contact

AWARD AND PAYMENT:

- A. Department will provide funding to the Sponsor in an amount not to exceed **\$750,000.00** for the project described under Project Description and Location above and in accordance with the Department approved Budget Summary (**Attachment A**).
- B. The Sponsor shall obtain prior approval for budget and program revisions and shall request payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>
- D. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement unless specifically approved as a pre-award cost or with prior approval from the Department via a Waiver of Retroactivity, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of the project. The Sponsor shall not incur costs or obligate State funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Recipient Cost Share or Match.** Any non-State share, whether in cash or in-kind, is expected to be paid out at the same general rate as the State share. The Sponsor must meet their cost share commitment over the life of the award. At least 50% non-State cost-share is required for costs incurred under this Agreement.

REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which State funds are reimbursed will be tracked and reported by submission of a quarterly status report via Recreation Grants Online.
- B. The Texas Comptroller of Public Accounts and the Department or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with the State of Texas Uniform Grant Management Standards (UGMS).
- C. The Sponsor, in accordance with Chapter 24 of the Parks and Wildlife Code Subchapter A shall, on each anniversary date of the grant for five years after the grant is made, furnish to the department a comprehensive report detailing the present and anticipated use of the property, any contiguous additions to the property, and any major changes in the character of the property, including the extent of park development which may have taken place.

MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant to the terms and conditions of this Agreement.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in the Texas Local Park Grants Programs Manual (PWD RP P4000).

GENERAL PROVISIONS:

I. Definitions

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this grant agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "LPGP" as used herein means the Local Park Grant Program.
- E. The term "Manual" as used herein means the Local Park Grant Programs Manual PWD RP P4000-1445.

II. Continuing Assurances

- A. The parties to the Grant Agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the Grant Agreement consistent with the Manual, and the following requirements:

- B. The Sponsor agrees that the property described in the Grant Agreement and in the signed and dated project boundary map (**Attachment B**), made part of that Agreement as is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property (**Attachment C**).
- C. The Sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the Sponsor with the terms of this Agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this Agreement.
- D. The Sponsor agrees that the property and facilities described in the Grant Agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.
- E. The Sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the Grant Agreement, and the dated project boundary map made part of that Agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.
- F. Nondiscrimination
The Sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,
 - 1. Prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
 - 2. Prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Laws

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act, Federal Office of Management and Budget 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the application, acceptance and use of State funds for grant assisted projects.

The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program, including program guidelines set out at 31 Texas Administrative Code (TAC) Sec. 61.131-61.139.

It is the responsibility of the grant Sponsor to have a Single Audit done annually according to the Texas Single Audit Circular. A copy of this audit must be furnished to the Department when completed.

B. Project Application

1. The application for Local Park Grant Assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the Agreement.

C. Project Execution

1. The Sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that State funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
2. The Sponsor will require the facility to be designed to comply with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Architectural Barriers Act of 1968 (Public Law 90-480). The Sponsor will be responsible for registering the project with the Texas Department of Licensing and Regulation.
3. The Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
4. In the event the project covered by the Grant Agreement cannot be completed in accordance with the plans and specifications for the project, the Sponsor shall bring the project to the point of recreational usefulness agreed upon by the Sponsor and the Department.
5. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with approved plans and specifications; that it will furnish progress reports and such other information as the Department may require
6. The Sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
7. The Sponsor will assist the Department in its compliance with the Texas Antiquities Code by
 - a) consulting with the Texas Historical Commission on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Antiquities Landmarks, and to notify the Department of the existence of any such properties, and by
 - b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the Sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.

2. The Sponsor shall inform all bidders on contracts for construction that State funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. No construction on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
5. The Sponsor shall install and maintain at the project site a permanent funding acknowledgment sign as prescribed by the Department.

E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his/her official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his/her employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditures report for the project.
3. The Department, State Comptroller of Public Accounts, State Auditor Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

H. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

2. The Sponsor may unilaterally terminate the grant at any time prior to the first payment on the project. After the initial payment, the grant may be terminated, modified, or amended by the Sponsor only by mutual agreement with the Department.
 3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
 4. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of State funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
 5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all State funds provided by the Department be returned.
- I. In the event that the Sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
1. The Department may withhold payment to the Sponsor;
 2. The Department may withhold action on pending projects proposed by the Sponsor;
 3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

ADDITIONAL GUIDELINES:

The following additional guidelines for administration of Local Park Grant Program Acquisition and Development Projects is hereby made part of this Agreement.

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local grants in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the Sponsor, unless delays result from

extraordinary circumstances beyond the Sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available State funds to other projects, or to deny requests for additional State funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none"> • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc. 	Accomplished prior to first construction reimbursement.
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Accomplished prior to first construction reimbursement.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

The following criteria will be used to determine Sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

- Funding history and previous performance
- All previously completed Department Sponsored grant projects must be in compliance with all the terms of the Grant Agreement under which they received assistance and all program guidelines; and

- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved State funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

WILLIAMSON COUNTY

Sponsor (Political Subdivision)

By: 

By: _____

Tim Hogsett, Director of Recreation Grants
Name and Title

Honorable Dan A. Gattis, County Judge
Name and Title

Date: 5-24-17
TPWD Approval Date

Date: _____

SAM Number, Date, Initials: 310C4, 5/16/201, dfr

Attachment A – Budget Summary of Project Costs

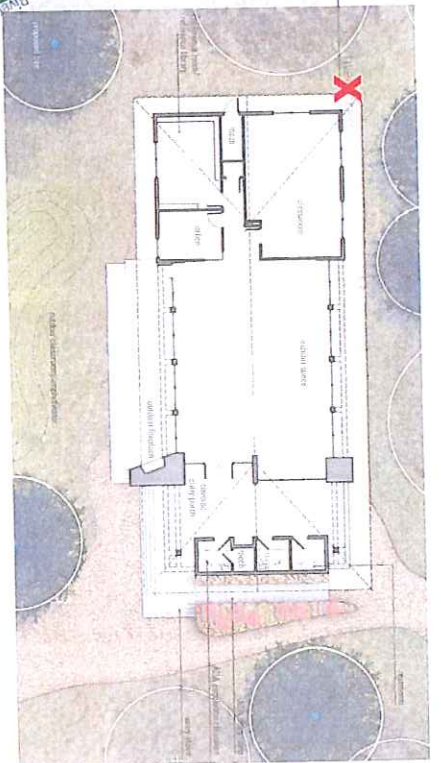
Attachment B – Project Boundary Map, **signature required**

Attachment C – Certificate of Land Dedication, **signature required**

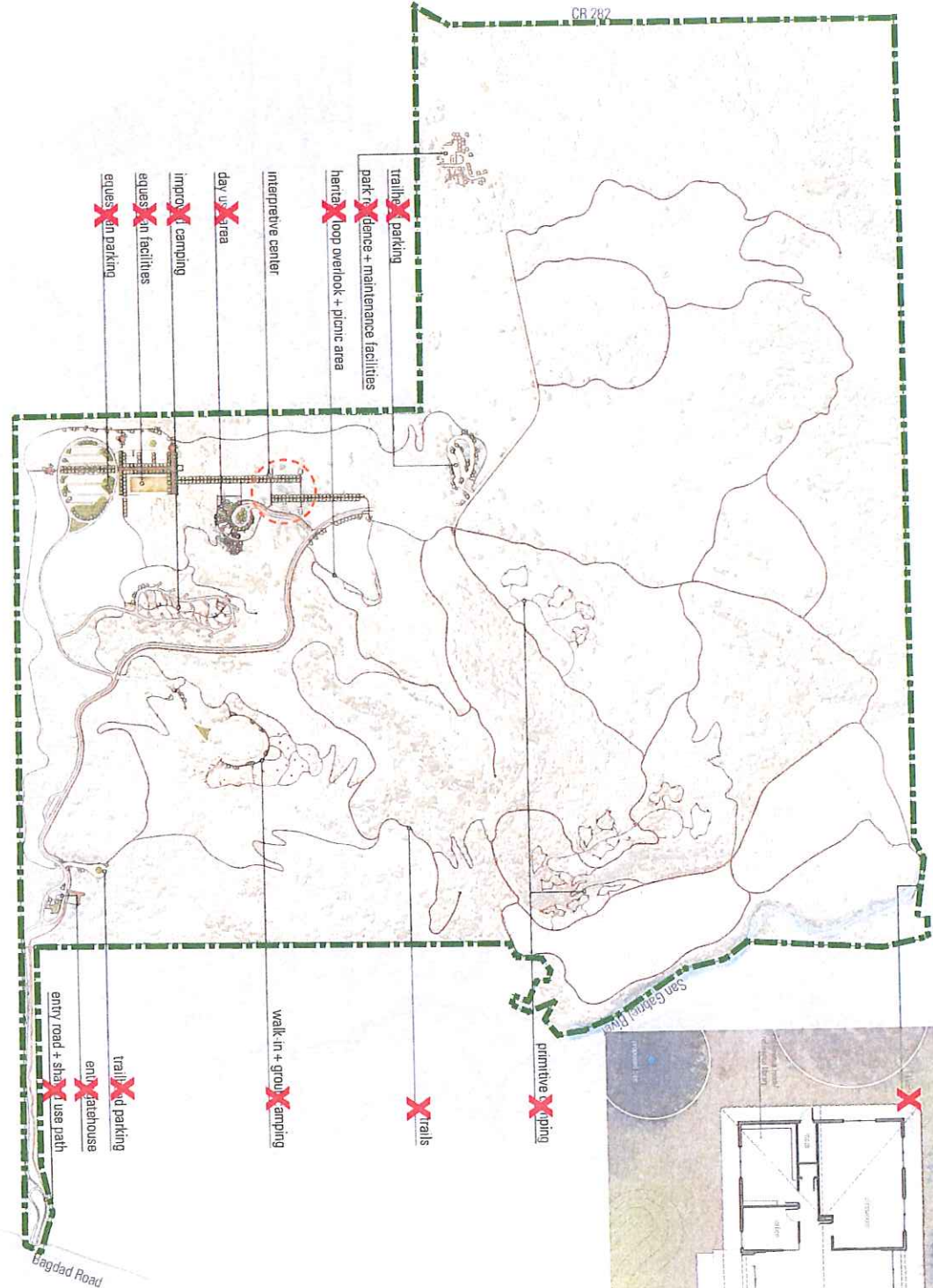
Attachment A

BUDGET SUMMARY OF PROJECT COSTS

Attachment B
PROJECT BOUNDARY MAP
Signature Required



River Ranch County Park - Interpretive Center
 1751 CR 282
 Liberty Hill, TX. 78642



- trailering parking
- park science + maintenance facilities
- herita loop overlook + picnic area
- interpretive center
- day use area
- improv camping
- equest in facilities
- equest in parking

- primitive camping
- trails
- walk-in + group camping
- trail and parking
- entry clubhouse
- entry road + shaft use path

Texas Parks & Wildlife Department - Local Park Grants Program
 OFFICIAL PROJECT BOUNDARY MAP
 This project has been funded through the TPWD Local Park Grants Program. Land identified on this official map is **protected** as **Barland in perpetuity**.

Project Name: **WILLIAMSON COUNTY River Ranch Park Interpretive Center**

Acquisition Boundary: Total Acres: 1,014

Project Boundary: Total Acres: 1,014

Dedicated Open Space/Natural Area:

Overhead Lines:

Brant Leisner, State Parks Division Director

Signature and Date: 5/24/17

Honorable Dan A. Gattis, County Judge

Signature and Date: _____

Attachment C

CERTIFICATE OF LAND DEDICATION

Signature Required

**TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE**

TEXAS RECREATION & PARKS ACCOUNT

This is to certify that a permanent record shall be kept in the **WILLIAMSON COUNTY** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **River Ranch County Park Interpretive Center, Project Number 51-000071**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation & Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

WILLIAMSON COUNTY

Sponsor (Political Subdivision)

By

Honorable Dan A. Gattis, County Judge

Name, Title

Date

OFFICE MEMORANDUM

TO: Lana Daniels
Recreation Grants Program

FROM: Ryan McGillicuddy
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2016 Non Urban Indoor Grant Application Review

DATE: 01/31/2017

COORDINATION - ROUTING			
DIV	NAME	INITIAL	DATE
IF	Ryan McGillicuddy	RPM	1/31/17
REMARKS:			
RETURN TO			

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 3

Category 3 includes projects that are acceptable on the whole, but include one or more features that raised questions or concerns. If these concerns can be addressed, and the remainder of the project is constructed as proposed following permit requirements, they should pose no significant environmental impacts. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment. These projects may also benefit from coordination with one or more of the TPWD groups listed in the "Other Recommended Coordination" attachment. Potential permits considered are described in the "Types of Permits" section attached.

Williamson County – River Ranch County Park (Project ID# 37384):

The proposed project consists of the development of an Interpretive Center, a multi-use indoor recreation facility, at River Ranch County Park, near Liberty Hill, Texas. The proposed facility would potentially be comprised of a recreational structure, accompanying landscaping, and accessible walkways that integrate into the park's trail system. The facility is anticipated to be roughly 3,100 square feet of conditioned space (2,900 if the restrooms wind up being unconditioned), and approximately 4,800 square feet overall (inclusive of flatwork). Amenities associated with the facility may include restrooms, classroom, conference room, lobby, gathering hall, 3-D topographical map, exhibit space for historical and natural artifacts, trails associated with self-guided exhibits and outdoor static displays for the park's historical agriculture equipment, audio/video systems, and/or storage space for recreational and educational equipment. The integral landscaping elements would provide trails critical to connecting the park's hiking trailhead to the park's equestrian trailhead. The Interpretive Center, coupled with approximately one mile of river frontage and numerous creeks and ponds within the park, could provide users a comprehensive aquatic experience.

As described above, the grant application project description mentions trails and landscaping, but does not provide details regarding either of these project components. If a trail(s) is proposed as a part of this project, TPWD recommends constructing the proposed trail(s) in a way that avoids adverse impacts to riparian, herbaceous, and woody vegetation to the greatest extent practicable. Retaining a wooded buffer adjacent to

creeks with understory vegetation that is not cleared is important for protecting the stream from erosion. When trails parallel a creek, TPWD recommends placing trails at a setback distance from creek banks and avoiding or minimizing placement within wooded riparian areas. TPWD recommends retaining native wooded vegetation to the extent feasible adjacent to creeks.

For landscaping, TPWD recommends only planting native species and recommends referring to the Lady Bird Johnson Wildflower Center Native Plant Database (<http://www.wildflower.org/plants/>) for regionally adapted native species that would be appropriate for use in the botanical gardens.

Significant declines in the population of migrating monarch butterflies (*Danaus plexippus*) have led to widespread concern about this species and the long-term persistence of the North American monarch migration. As part of an international conservation effort TPWD has developed a Texas Monarch and Native Pollinator Conservation Plan, and one of the broad categories of action in this plan is to augment larval feeding and adult nectaring opportunities. The plan can be found online at http://tpwd.texas.gov/publications/pwdpubs/media/pwd_rp_w7000_2070.pdf. TPWD recommends landscaping and revegetation efforts include planting or seeding native milkweed (*Asclepias* spp.) and nectar plants as funding and seed availability allow. Where appropriate and sustainable, TPWD recommends landscaping plans incorporate monarch-friendly plants and/or butterfly gardens. Information about monarch biology, migration, and butterfly gardening can be found at <http://www.monarchwatch.org>.

TPWD also recommends excluding vegetation clearing activities during the general bird nesting season, March 15th through September 15th, to avoid adverse impacts to this group. If clearing vegetation during the migratory bird nesting season is unavoidable, TPWD recommends surveying the area proposed for disturbance to ensure that no nests with eggs or young will be disturbed by operations. TPWD recommends that a 150-foot buffer of vegetation remain around any nests that are observed prior to disturbance. Any vegetation (trees, shrubs, and grasses) where occupied nests are located should not be disturbed until the eggs have hatched and the young have fledged.

Please also refer to General Comments 1 through 6 regarding trail placement, storm water runoff, landscaping, revegetation, vegetation removal, soil erosion, and ponds for the proposed project.

The grant application states that “No valuable, vulnerable, rare, threatened or endangered plant or animal species have been observed to date at River Ranch County Park. Quarterly plant surveys were completed by the Native Plant Society of Texas from 2010 - 2013 and the Audubon Society continues to conduct bird surveys since 2014. Brush removal activities have been initiated prior to the park's development and prairie restoration efforts are planned to begin after the park construction is completed and the park is opened to the public. These resource management efforts will hopefully result in a positive contribution to Monarch Butterfly conservation efforts.” There were no details provided regarding the bird surveys (specifically when they were conducted and whether or not they were conducted for specific species).

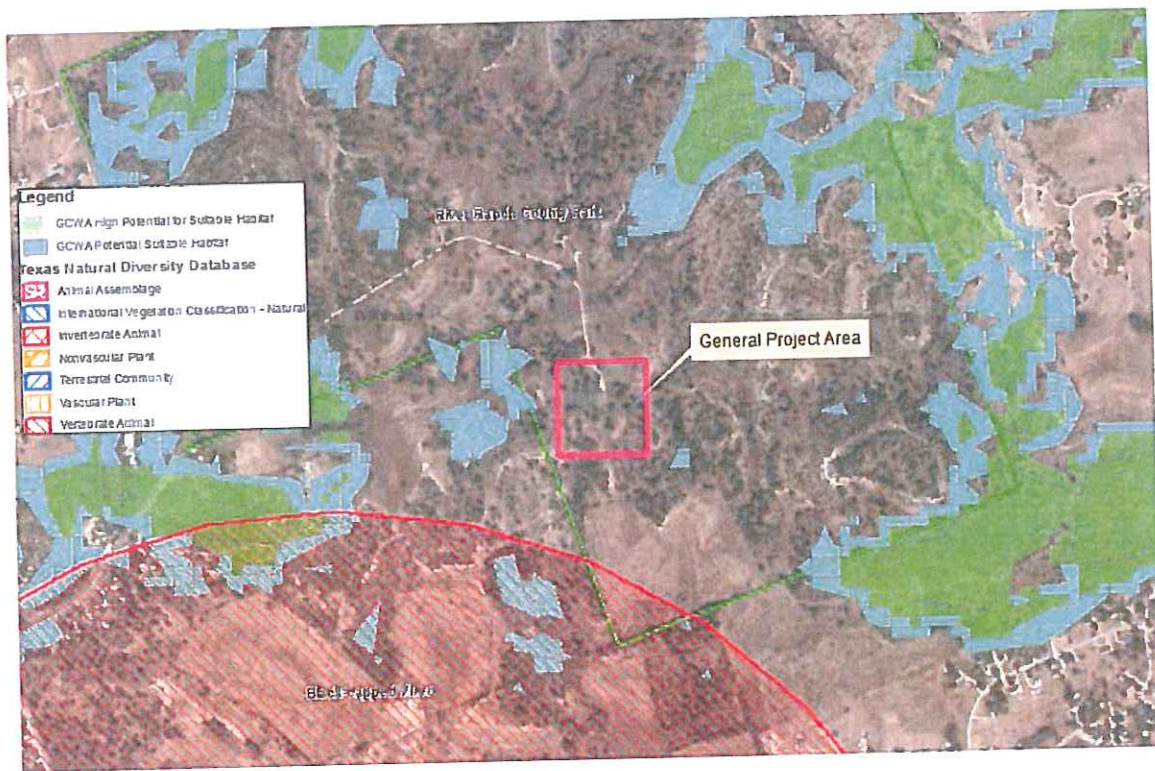
TPWD notes that there is a Texas Natural Diversity Database (TXNDD) record for the federally-endangered black-capped vireo (*Vireo atricapilla*) located approximately 1,600 feet from the general project area (see map inset below). This species inhabits oak-juniper woodlands with a distinctive patchy, shrub and tree layer with open, grassy spaces. The black-capped vireo requires foliage reaching to ground level for nesting cover and returns to same territory, or one nearby, year after year. Species composition is less important than the presence of adequate broad-leaved shrubs, foliage to ground-level, and required structure. This species' nesting season is from March to August.

The TXNDD is intended to assist users in avoiding harm to rare species or significant ecological features. Given the small proportion of public versus private land in Texas, the TXNDD does not include a representative inventory of rare resources in the state. Absence of information in the database does not imply that a species is absent from that area. Although it is based on the best data available to TPWD regarding rare

species, the data from the TXNDD do not provide a definitive statement as to the presence, absence or condition of special species, natural communities, or other significant features within your project area. These data are not inclusive and **cannot be used as presence/absence data**. They represent species that could potentially be in your project area. This information cannot be substituted for on-the-ground surveys. The TXNDD is updated continuously based on new, updated and undigitized records; therefore, TPWD recommends requesting the most recent TXNDD data on a regular basis. For questions regarding a record or to request the most recent data, please contact TexasNatural.DiversityDatabase@tpwd.texas.gov.

Review of a predictive habitat model for the federally-endangered golden-cheeked warbler (*Setophaga chrysoparia*) (Diamond, 2007) indicates that suitable habitat for this species may be present adjacent to the project area (see map inset below). Golden-cheeked warbler's nest only in Central Texas in mixed ashe juniper and oak woodlands in ravines and canyons. They eat insects and spiders found on the leaves and bark of oaks and other trees and use long strips of ashe juniper bark and spider webs to build their nests. They come to Texas in March to nest and raise their young, and leave in July to spend the winter in Mexico and Central America.

Prior to any vegetation clearing, TPWD recommends surveying for suitable black-capped vireo and golden-cheeked warbler habitat within the project area according to USFWS guidelines. If suitable habitat for either of these species is present within the project area, TPWD recommends that this vegetation should not be removed as a part of this project. If suitable habitat must be removed, TPWD recommends removing this vegetation outside of the species' breeding season. TPWD also recommends contacting the USFWS for species occurrence data, guidance, permitting, survey protocols, and mitigation for these federally-listed species.



The grant application states that “All other overhead single phase primary electric lines will be removed. With the exception of overhead primary lines along park boundary, all new electric power lines will be installed

underground with the current development project and this proposed grant project.” In regards to the underground installation of powerlines, TPWD recommends the judicious use and placement of sediment control fence to exclude wildlife from the construction area. In many cases, sediment control fence placement for the purposes of controlling erosion and protecting water quality can be modified minimally to also provide the benefit of excluding wildlife access to construction areas. The exclusion fence should be buried at least six inches and be at least 24 inches high. The exclusion fence should be maintained for the life of the project and only removed after the construction is completed and the disturbed site has been revegetated. Construction personnel should be encouraged to examine the inside of the exclusion area daily to determine if any wildlife species have been trapped inside the area of impact and provide safe egress opportunities prior to initiation of construction activities. TPWD recommends that any open trenches or excavation areas be covered overnight and/or inspected every morning to ensure no wildlife species have been trapped. Also, inspect excavation areas for trapped wildlife prior to refilling.

Reference

Diamond, et al. 2007. *Range-wide Modeling of Golden-cheeked Warbler Habitat*. Section 6 Project E-72-R, Final Report, Texas Parks and Wildlife Department, Austin, Texas

Questions regarding environmental review of this recreation grant project can be directed to Preston Bean of the Inland Fisheries Division (830-866-3040) or Jessica Schmerler of the Wildlife Division (512-389-8054).

ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)
The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.
- TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)
- TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)
- EPA Construction/Stormwater permit (1 or more acres disturbed)
U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)
- USFWS clearance (federally listed threatened & endangered species/habitat)
The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.
- TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)
- TPWD Aquatic Resource Relocation Plan
If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)
- TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Monica McGarrity 512-389-8292)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
 - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
 - TPWD Wildscapes program administrator - Mark Klym 512-389-4644

- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)
- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.
2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.
3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.
4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.
5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.
6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	Scientific name	Common name
Amaranth family: Amaranthaceae	<i>Alternanthera philoxeroides</i>	alligatorweed
Sumac family: Anacardiaceae	<i>Schinus terebinthifolius</i>	Brazilian peppertree
Arum family: Araceae	<i>Pistia stratiotes</i>	water lettuce
Morning-glory family: Convolvulaceae	<i>Ipomoea aquatica</i>	swamp morning-glory
Water Milfoil family: Haloragaceae	<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	<i>Ottelia alismoides</i>	ducklettuce
	<i>Hydrilla verticillata</i>	hydrilla
	<i>Lagarosiphon major</i>	oxygen-weed
	<i>Spirodela oligorhiza</i>	duckweed
Loosestrife family: Lythraceae	<i>Lythrum salicaria</i>	purple loosestrife
Myrtle family: Myrtaceae	<i>Melaleuca quinquenervia</i>	punktree
Grass Family: Poaceae	<i>Panicum repens</i>	torpedo grass
Water-Hyacinth family: Pontederiaceae	<i>Eichhornia azurea</i>	anchored water hyacinth
	<i>Eichhornia crassipes</i>	common water hyacinth
	<i>Monochoria hastata</i>	arrowleaf falsepickerelweed
	<i>Monochoria vaginalis</i>	heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus <i>Salvinia</i>	
Figwort Family: Scrophulariaceae	<i>Limnophila sessiliflora</i>	Asian marshweed
Potato family: Solanaceae	<i>Solanum tampicense</i>	scrambling nightshade
Bur-reed family: Sparganiaceae	<i>Sparganium erectum</i>	simplestem bur-reed

OUTDOOR RECREATION GRANT PROGRAM HISTORIC RESOURCE SURVEY GUIDELINES

Your project was approved for award of grant funds, and a copy of your application was forwarded to the Texas Historical Commission (THC) for review. A determination has been made by THC that the project warrants further historic resource management investigation at your project site.

General information on the historic resource management process may be found at the THC website: <http://www.thc.state.tx.us/preserve/projects-and-programs/historic-resources-survey/about-historic-resources-survey-program>.

To find a historic resource professional, check the yellow pages of your phone book under "Archaeologists" or "Environmental Consultants". You may also go to the Council of Texas Archeologists website at <http://www.thc.state.tx.us/hiring-preservation-consultant> to view a listing of potential candidates for the study under the "Contractors List" section of this site.

A report of the survey or other investigations will be prepared by the contractor and submitted to the THC for review. Upon approval of the findings and recommendations of the consultant, the THC will issue a stamped statement of concurrence with the report. A copy of this THC review statement must be forwarded to the Department before notice to proceed with construction will be given for your project.

TEXAS HISTORICAL COMMISSION
real places telling real stories

January 20, 2017

Lana Daniels
Texas Parks and Wildlife
4200 Smith School Road
Austin, TX 78744-3291

Re: Project review under the Antiquities Code of Texas: River Ranch County Park, Williamson County (TPWD:Williamson County; 201703051)

Dear Ms. Daniels:

Thank you for your correspondence describing the above referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission.

The review staff, led by Tiffany Osburn, has examined our records. According to our maps, the River Ranch County Park has never been surveyed for cultural resources. Significant archeological sites are located in similar settings nearby; therefore, a professional archeologist will need to survey the tract for cultural resources before development of park features, including trails. Survey should include shovel testing in the areas of impact if there is a potential for alluvial deposition regardless of surface visibility.

The work should meet the minimum archeological survey standards posted on-line at www.thc.state.tx.us. A report of investigations should be produced in conformance with the Secretary of the Interior's Guidelines for Archaeology and Historic Preservation, and submitted to this office for review. You may obtain lists of most professional archeologists in Texas on-line at: www.c-tx-arch.org or www.rpanet.org. Please note that other potentially qualified archeologists not included on these lists may be used.

Williamson County is also required to conduct this survey under the Antiquities Code, regardless of the local parks grant application. Since the survey is being performed on public land or within a public easement a contract archeologist must obtain an Antiquities Permit from our office before any investigations are undertaken. An Antiquities Permit can be issued as soon as we have a completed permit application.

Thank you for your cooperation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. **If you have questions concerning our review, please contact Tiffany Osburn at 512/463-8883 or tiffany.osburn@thc.texas.gov.**

Sincerely,



for
Mark Wolfe, State Historic Preservation Officer

MW/to



Commissioners Court - Regular Session

23.

Meeting Date: 06/20/2017

Supplemental Agreement for River Ranch County Park

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 Supplemental Agreement No. 2 to the Agreement for Landscape Architectural Phase II Services between Williamson County and Design Workshop, Inc. for the performance of additional landscape architectural services in relation to River Ranch County Park.

Background

On March 23, 2017, the Texas Parks and Wildlife Commission approved Williamson County’s grant proposal for an Interpretive Center at River Ranch County Park. Professional services will assist with development and construction for the Interpretive Center, and for site plan changes to reconfigure the approach and critical program areas for Park Headquarters.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Supplemental Agreement

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 06/12/2017

Reviewed By

Hal Hawes

Wendy Coco

Date

06/12/2017 09:42 AM

06/12/2017 03:41 PM

Started On: 06/09/2017 02:04 PM

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

WILLIAMSON COUNTY RIVER RANCH COUNTY PARK PROJECT
(“Project”)

This Supplemental Agreement No. 2 to Agreement for Landscape Architectural Phase II Services (“Supplemental Agreement No. 2”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and Design Workshop, Inc. (the “LA”).

RECITALS

WHEREAS, County intends to improve the Williamson County River Ranch County Park, hereinafter called the “Project;”

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the “Phase I Services Agreement”); and under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as “Phase I Services”);

WHEREAS, County and LA thereafter executed Agreement for Landscape Architectural Phase II Services, being dated effective August 3, 2016, (the “Phase II Services Agreement”) whereby LA agreed to provide Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services for the Project (collectively referred to herein as “Phase II Services”);

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, County and LA thereafter executed a Supplemental Agreement No. 1 dated effective February 9, 2017 in order to add Additional Services due to the development of a trail, main water line supply and landscape plans that are being coordinated with LAN/HNTB in relation to a separate but related project known as the Bagdad Roadway project that caused the need for LA to perform services that was outside of the LA’s Phase II Services, as described in the Phase II Services Agreement;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, the County now wishes to add design modifications to the River Ranch County Park Headquarters and add professional design services in relation to an Interpretive Center that has recently received grant funding approval from the Texas Parks and Wildlife Department;

WHEREAS, pursuant to Article 4 of the Phase II Services Agreement, this Supplemental Agreement No. 2 provides a description of the scope of Additional Services that have become necessary, as

well as the Additional Services compensation for LA's Additional Services;

WHEREAS, this Supplemental Agreement No. 2 shall serve as a written agreement and authorization for LA to proceed with the Additional Services described herein; and

WHEREAS, it has become necessary to supplement, modify and amend the Phase II Services Agreement in accordance with terms and conditions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the LA agree that the Phase II Services Agreement is supplemented, amended and modified as follows:

I. Scope of Additional Services

LA hereby agrees to provide the following additional services (the "Additional Services"):

A. River Ranch County Park Headquarters Design Modifications:

Additional Services associated with design changes of the gatehouse, now known and referred to as the River Ranch County Park Headquarters. LA shall revise the design of the previously submitted building to include a breakroom, second office, and a third restroom. These changes will increase the overall square footage of the building (approximately 35%). In addition, LA will revise and reconfigure the approach to and around the River Ranch County Park Headquarters building. Based on this, site plan changes will be made to accommodate the revised design.

These Additional Services will require the following:

Meetings and Coordination

- Up to one (1) coordination meeting with the County
- Coordination (meetings, conference calls, emails) with other consultants on revised layout, backgrounds and associated updates.
- Added internal QA/QC time for 50, 90 and 100% milestones.
- Internal project management time for staffing needs.

B. River Ranch County Park Interpretive Center:

The County pursued a grant through the Texas Parks and Wildlife Department to help facilitate the implementation of the Interpretive Center at River Ranch County Park, as set out in the master plan previously completed and approved for River Ranch County Park. Based on the recent news of a grant application being awarded by the Texas Parks & Wildlife Department to County for River Ranch County Park, it has now become necessary to add Additional Services in relation to adding an Interpretive Center since it was not originally included in the LA's basic scope of work.

The Additional Services will include various meetings (up to three) for programming the space as well as coordination between the County and LA's sub-consultant team throughout the design and implementation of this project. Additionally, this effort will entail several submittals that will track behind the current pace of the on-going work. These submittals will include schematic design documents, design development documents and complete construction documents ready for bidding.

These Additional Services will require and include the following:

Meetings and Coordination

- Project Management
- Up to three (3) coordination meetings with the County
- Coordination (meetings, conference calls, emails) with other consultants on revised layout, backgrounds and associated updates.
- QA/QC time for SD, DD and CD milestones

Deliverables

- Schematic Design Documents
- Design Development Documents
- Construction Documents
- Construction Observation Services

Additional Services in relation to the Interpretive Center will not include "Exhibits/Displays" and "Interpretive Signage" as those elements will need to be contracted separately with a specialist. However, LA can assist the County by identifying providers and can coordinate with the selected provider to provide power and appropriate general illumination though integral illumination would be considered part of the display/exhibit/signage. Further, data/telecom service must be arranged by the County and that such separate provider will design/provide any computer or telephone systems. LA's Additional Services will include coordination with the County and provision of power and pathways for data/telecom systems and wiring provided by the County. LA will provide a backboard or floor/wall space for a rack, power source for the server, routers, gear the County will have installed, and conduit with draw strings to wall boxes. The County's Tele/Data provider(s) must provide the 'brains' and the wiring as well as appropriate faceplates on the wall boxes to suit the connections they are making.

II. Additional Services Fee

In accordance with Article 11 of the Phase II Services Agreement, LA will provide the Additional Services described herein for the additional lump sum fee of \$184,175.00, which is allocated as follows:

River Ranch Park County Headquarters Design Modifications:	\$ 23,475.00
River Ranch County Park Interpretive Center:	\$160,700.00

III. Schedule

LA will perform the Additional Services while providing the Phase II Services and the parties will mutually agree to a minor adjustment of the LA's schedule, as necessary.

IV. Terms of Agreement Control and Extent of Supplemental Agreement No. 2

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

V. IN WITNESS WHEREOF, the County and the LA have executed this Supplemental Agreement No. 2, in duplicate, to be effective as of the date of the last party's execution below.

LA:

Design Workshop, Inc.

By: Claire Hempel

Printed Name: Claire Hempel

Title: Principal

Date: June 9, 2017

COUNTY:

Williamson County, Texas

By: _____

Dan A. Gattis, County Judge

Date: _____, 20____

Commissioners Court - Regular Session

24.

Meeting Date: 06/20/2017

Proposed Order OSSF

Submitted For: Dan Gattis

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proposed draft Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities; with such action to possibly include but not be limited revising the draft Order and granting authorization to submit the proposed draft Order to the Texas Commission on Environmental Quality for review and comment.

Background

This is the initial step in making application to the Texas Commission on Environmental Quality (TCEQ) to become the authorized agent for regulating On-Site Sewage Facilities within Williamson County.

The TCEQ will review the proposed Order and either issue a written notice to proceed or a written notice of deficiency. Once the county has received a notice to proceed from TCEQ, the county must set a public hearing date and publish notice of the public meeting at least 72 hours prior to the public meeting, but not more than 30 days prior to the meeting. The notice must appear in a regularly published newspaper of general circulation in the area of jurisdiction.

After the public meeting is held, the county must submit a copy of the following items to the TCEQ

- the public notice as it appeared in the newspaper;
- a publisher's affidavit from the newspaper in which the public notice appeared;
- a certified copy of the minutes of the meeting when the order, ordinance, or resolution was adopted; and
- a certified copy of the order, ordinance, or resolution that was passed by the entity.

The TCEQ will review the above materials and will either approve delegation or send a letter outlining the deficiencies in the submitted materials. The county's order, ordinance, or resolution will be effective on the date the commission order approving delegation is signed by the executive director. A copy of the signed order, ordinance or resolution will be mailed to the county.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposed OSSF Order

Justification for More Stringent Rules

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Hal Hawes
Final Approval Date: 06/13/2017

Reviewed By

Wendy Coco

Date

06/13/2017 03:07 PM
Started On: 06/12/2017 03:19 PM

COUNTY OF WILLIAMSON

§

§

STATE OF TEXAS

§

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Nancy E. Rister, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk’s Office for the County of Williamson, Texas. Attached hereto are _____ (_____) pages of records known as Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities. The records are kept by me as County Clerk, County of Williamson, Texas, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Nancy E. Rister, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

(SEAL)

Notary Public - State of Texas
My commission expires: _____

ORDER ADOPTING RULES OF WILLIAMSON COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES

PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Williamson County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Williamson, Texas; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the Edwards Aquifer is a vital source of drinking water for residents of Williamson County and the Edwards Aquifer has been identified as being susceptible to groundwater pollution; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Williamson County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Williamson County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Williamson County, Texas entitled "Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities", be adopted as follows:

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for the Williamson County, Texas.

SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The County of Williamson, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order (the “Rules”).

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the areas lying within Williamson County, Texas, except for areas regulated under an existing Order, Ordinance or Resolution.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Williamson County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Williamson County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Williamson, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Williamson County, Texas (the “County”):

(A) DEFINITIONS

1. Bedroom – A living area which has privacy by a door and has a built-in closet.
2. Kitchen – An area used for food preparation which has any of the following: a range, a full size refrigerator or a dishwasher.
3. Living unit – A structure is considered a living unit in which any of the following exists: the structure has more than one bedroom, or has a kitchen, or is larger than 1,000 square feet, or has a laundry facility, or has separate electrical or water meter. Structures used for storage, animal sheltering or vehicles are not considered a secondary living structure for the purpose of these rules.

(B) RULE CONTROLLING SEWAGE DISCHARGES

After September 27, 1999, each new or altered single family dwelling, multi-family dwelling, business, commercial, or industrial structure, regardless of the size or acreage of the tract of land on which the dwelling or structure is located, must be connected to an approved On-Site Sewage Facility (“OSSF”) or be connected to an authorized wastewater disposal system. Tracts of land that are ten acres or larger are not exempted and must comply with these Rules.

(C) LICENSING OF ON-SITE SEWAGE FACILITIES

No person, except the person owning or having the right of possession and use of the parcel of land upon which a proposed OSSF is to be located, may apply for an OSSF permit to construct unless written authorization from such person is provided to the County.

1. The license application shall automatically expire if the OSSF is not completed within one year from the date of application. An application may be extended for up to one additional year from “authorization to construct” date with a written request before the expiration date and payment of the appropriate fee.
2. The County shall inspect the installation of the OSSF facility as deemed necessary for verification of compliance with these and State Rules.
3. Unless otherwise excepted upon issuance, the license shall be valid and continue in force until the license is canceled or revised and the license shall be transferable if the property is sold.

(D) REQUIREMENTS FOR NEWLY PLATTED OR UNPLATTED LOTS UTILIZING ON-SITE SEWAGE FACILITIES

After September 27, 1999, it shall be a violation for any person to create lots that will use, wholly or in part, On-Site Sewage Facilities without compliance in full with the requirements of the following:

1. Planning material must identify the source of the potable water for each lot and whether the potable water distribution system has been approved by TCEQ. Lots in which a private well is to be used must identify the proposed location of such well and show an area of one hundred (100) foot radius around the well in which no OSSF disposal unit may be located. A 150’ radius is required for public water wells. This area shall be designated as a private well sanitary easement
2. All tracts and lots in subdivisions utilizing an OSSF for wastewater disposal shall comply with the minimum size requirements of this subsection. In no case shall the minimum required lot size be smaller than that specified by the provisions of 30 TAC Section 285.
 - a. For properties where each lot maintains an individual water supply or is otherwise not served by a public water supply, each lot shall contain at least two (2) acres in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing

community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

- b. For properties receiving potable water from a public water supply and an individual water supply is not present, each lot shall contain at least one (1) acre in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.
- c. In calculating minimum lot sizes for compliance with these Rules, recognizable bed and banks of wet weather creeks, bodies of water and dedicated public road easements shall be excluded from the overall square footage of the lot and the remaining square footage of the lot shall be the sole basis for determining minimum lot size.

(E) SPECIAL RESTRICTIONS AND CONDITIONS

- 1. Lot Size: No OSSF may be licensed to serve a lot or tract created after September 27, 1999, if it fails to meet the minimum size requirements set out in Section 10. (D) 2. of these Rules. Facilities may be permitted, installed and licensed to operate on lots smaller than the minimum only if it met the lot sizing requirements in place at the time of the lot's creation, and it is demonstrated by a thorough investigation that an On-Site Sewage Facility can be operated without causing a threat of harm to an existing or proposed water supply system or to the public health, without the threat of pollution or nuisance conditions, and without violating any prescribed setback.
- 2. Field monitoring: For monitoring purposes in gravity flow systems, a threaded capped riser with cleanout equal to the size of the outlet pipe shall be provided on the outlet of the tank between the tank and the drainfield(s). Additional capped pipes shall be provided in the drainfield(s) to allow for easy monitoring of liquid depths.
- 3. Pump Tank: In order to provide reserve capacity in the pump tank in the event of a pump failure, pump tanks shall be sized for one-day flow reserve above the alarm-on level.
- 4. Electronic Monitoring: Surface irrigation systems, systems that use special treatment technologies for high strength waste and other systems that are required

to meet secondary treatment shall have the option of utilizing electronic monitoring. Systems equipped with electronic monitoring systems that will notify the maintenance company of systems or components failure and will monitor the amount of disinfection will not be required to undergo routine inspections by the maintenance company more often than every 6 months. Systems not currently equipped with electronic monitoring systems shall be required to submit maintenance inspection reports at least once every 4 months.

5. Secondary Treatment Requirements: In addition to 30 TAC Chapter 285 requirements, surface irrigation systems and any other systems that are required to meet secondary quality effluent standards must comply with the requirements of these Rules.
 - a. All surface application systems shall be required to have a secure audible and visible alarm for aeration malfunction or lack of disinfection.
 - b. Surface irrigation shall be limited to spray application only.
 - c. Irrigation shall not spray closer than twenty (20) feet to any property line. Irrigation shall not spray closer than ten (10) feet to any part of a residence or occupied place of business.
 - d. Spray irrigation shall be conducted during nighttime hours (after midnight and before 5:00 AM), preferably just before sunrise.
 - e. Surface application systems shall not be equipped with an automatic override below the alarm on level.
6. Maintenance Requirements: In order to provide greater public health and safety protection, the maintenance for all aerobic treatment units shall be performed by a TCEQ registered maintenance company unless:
 - a. The homeowner is a TCEQ registered maintenance provider for his/her aerobic treatment unit; or
 - b. The homeowner was trained by an installer or manufacturer according to the requirements of an Act of May 29, 2005, 79th Leg., R.S., Ch. 1129 (H.B. 2510), Sec. 1, formerly codified at Texas Health and Safety Code §366.0515(h), repealed by an Act of May 25, 2007, 80th Leg., R.S., Ch. 892 (H.B. 2482), Sec. 3; or
 - c. The homeowner/property owner takes a wastewater D licensing course and passes the examination; or
 - d. On or after September 1, 2007, the homeowner/property owner receives specific on-site maintenance training for their aerobic treatment unit from either their installer or the manufacturer of the unit, or has successfully completed the basic maintenance provider course conducted by a TCEQ approved training provider.

- e. Homeowners so qualified and choosing to perform their own inspections must submit a County provided “contract form” to the County indicating that they will conduct the required maintenance and provide periodic inspection reports.
 - f. Homeowners failing to submit a completed “contract form”, or required testing and timely reporting results, or falsifying the required documents, will be required to contract with a registered maintenance provider.
7. The required maintenance inspection and test report, conducted by the above prescribed qualified homeowner/property owner or the TCEQ registered maintenance company, which must be submitted to the permitting authority shall:
- a. Meet all inspection requirements as set by the order of the County and the TCEQ Rules, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected; and
 - b. Address all inspection and testing requirements as set by the order of the County and the TCEQ Rules, as well as, the testing requirements as set out by the manufacturer for the brand being inspected, and
 - c. Report of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.
8. Permit Revocation: In the event that a system is creating a health nuisance or if system violations such as aeration malfunction or disinfection less than required are not repaired within ten (10) days, its license to operate will be cancelled. The system will not be re-licensed until the nuisance is abated or the system is brought back in compliance, a maintenance report is submitted indicating no violations, and the OSSF renewal fee is paid to the County.
9. License Transfer: A License Transfer Application shall be submitted to the County within thirty (30) days of transfer of the ownership of an OSSF that is required to meet secondary treatment and shall include the required transfer fee. A current maintenance inspection report and a copy of the current maintenance contract or, if qualified pursuant to Subsection 10.E.6 above, a homeowner’s contract must accompany the License Transfer Application.
10. License expiration: The license to operate OSSF systems required to meet secondary treatment shall be valid for two (2) years. At the end of two (2) years, if the system is receiving the required inspections, is properly operating and a valid maintenance contract or a homeowner’s contract pursuant to Subsection 10.E.6 above is in effect, the license may be renewed upon payment of the renewal fee in accordance with a fee schedule adopted by the Commissioners Court.

SECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Williamson County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Williamson County, Texas. A fee of \$10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Williamson County, Texas.

SECTION 14. ENFORCEMENT PLAN

The County of Williamson, Texas clearly understands that, at a minimum, it must follow the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341, 343 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Williamson County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Williamson County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Williamson County and Cities Health District, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

APPROVED:

Dan A. Gattis, County Judge

(SEAL)

ATTEST:

Nancy E. Rister, County Clerk

JUSTIFICATION AND COMMENTS FOR MORE STRINGENT RULES
CONTAINED IN THE PROPOSED
ORDER ADOPTING RULES OF WILLIAMSON COUNTY, TEXAS
FOR ON-SITE SEWAGE FACILITIES

Williamson County, Texas proposes to adopt an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities (OSSF). The proposed order meets the current requirements of the Texas Commission on Environmental Quality (TCEQ) and adopts more stringent Rules in Section 10. Amendments. The justification for the provisions of Section 10 of the proposed order are explained in the comments below. The more stringent Rules contained in this proposed order are the same more stringent Rules that were approved by TCEQ and adopted by the Williamson County and Cities Health District (WCCHD) in 2008 and 2015. The one substantive difference from the WCCHD orders is that this proposed order includes an alarm, instead of a system shutdown requirement, for aeration malfunction or lack of disinfection for surface application systems.

SECTION 10. AMENDMENTS.

The County of Williamson, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Williamson County, Texas (the “County”):

(A) DEFINITIONS

1. Bedroom – A living area which has privacy by a door and has a built-in closet.
2. Kitchen – An area used for food preparation which has any of the following: a range, a full size refrigerator or a dishwasher.
3. Living unit – A structure is considered a living unit in which any of the following exists: the structure has more than one bedroom, or has a kitchen, or is larger than 1,000 square feet, or has a laundry facility, or has separate electrical or water meter. Structures used for storage, animal sheltering or vehicles are not considered a secondary living structure for the purpose of these rules.

(B) RULE CONTROLLING SEWAGE DISCHARGES

After September 27, 1999, each new or altered single family dwelling, multi-family dwelling, business, commercial, or industrial structure, regardless of the size or acreage of the tract of land on which the dwelling or structure is located, must be connected to an approved On-Site Sewage Facility (“OSSF”) or be connected to an authorized wastewater disposal system. Tracts of land that are ten acres or larger are not exempted and must comply with these Rules.

COMMENT: This more stringent requirement allowed by Chapter 366 of the Health and Safety Code will require all OSSF installed within the County's jurisdiction to be permitted regardless of the size of the tract of land on which it is placed. This requirement will assure that all OSSF are installed according to these and State regulations.

(C) LICENSING OF ON-SITE SEWAGE FACILITIES

No person, except the person owning or having the right of possession and use of the parcel of land upon which a proposed OSSF is to be located, may apply for an OSSF permit to construct unless written authorization from such person is provided to the County.

1. The license application shall automatically expire if the OSSF is not completed within one year from the date of application. An application may be extended for up to one additional year from the "authorization to construct" date with a written request before the expiration date and payment of the appropriate fee.
2. The County shall inspect the installation of the OSSF facility as deemed necessary for verification of compliance with these and State Rules.
3. Unless otherwise excepted upon issuance, the license shall be valid and continue in force until the license is canceled or revised and the license shall be transferable if the property is sold.

COMMENT: This rule will clarify OSSF licensing procedures in Williamson County, Texas. This rule is intended to be consistent with State licensing procedures.

(D) REQUIREMENTS FOR NEWLY PLATTED OR UNPLATTED LOTS UTILIZING ON-SITE SEWAGE FACILITIES

After September 27, 1999, it shall be a violation for any person to create lots that will use, wholly or in part, On-Site Sewage Facilities without compliance in full with the requirements of the following:

1. Planning material must identify the source of the potable water for each lot and whether the potable water distribution system has been approved by TCEQ. Lots in which a private well is to be used must identify the proposed location of such well and show an area of one hundred (100) foot radius around the well in which no OSSF disposal unit may be located. A 150' radius is required for public water wells. This area shall be designated as a private well sanitary easement

COMMENT: This more stringent requirement affords greater public health protection by requiring identification of well location to determine that enough area is available for the OSSF.

2. All tracts and lots in subdivisions utilizing an OSSF for wastewater disposal shall comply with the minimum size requirements of this subsection. In no case shall the minimum required lot size be smaller than that specified by the provisions of 30 TAC Section 285.
 - a. For properties where each lot maintains an individual water supply or is otherwise not served by a public water supply, each lot shall contain at least two (2) acres in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

COMMENT: More restrictive rules are required due to the classification of soils in Williamson County as “severe.” Modern homes have become larger and, consequently, have increased wastewater generation potential, which frequently requires increased lot sizing. Because of well separation distance requirements, as well as various other separation distance requirements, additional lot size is required.

- b. For properties receiving potable water from a public water supply and an individual water supply is not present, each lot shall contain at least one (1) acre in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

COMMENT: More restrictive rules are required due to the classification of soils in Williamson County as “severe.” Modern homes have become larger and, consequently, have increased wastewater generation potential, which frequently requires increased lot sizing. Because of well separation distance requirements, as well as various other separation distance requirements, additional lot size is required.

- c. In calculating minimum lot sizes for compliance with these Rules, recognizable bed and banks of wet weather creeks, bodies of water and dedicated public road easements shall be excluded from the overall square footage of the lot and the remaining square footage of the lot shall be the sole basis for determining minimum lot size.

COMMENT: More restrictive rules are required due to the classification of soils in Williamson County as severe. It is critical that enough area be provided for the installation of the OSSF and for a reserve area for future repair of the system. Over time many lots will have storage buildings, swimming pools, playscapes, gardens, etc., placed on the lots, thereby limiting the reserve space available for OSSF expansion, repair or replacement.

(E) SPECIAL RESTRICTIONS AND CONDITIONS

1. Lot Size: No OSSF may be licensed to serve a lot or tract created after September 27, 1999, if it fails to meet the minimum size requirements set out in Section 10(D)2 of these Rules. Facilities may be permitted, installed and licensed to operate on lots smaller than the minimum only if it met the lot sizing requirements in place at the time of the lot's creation, and it is demonstrated by a thorough investigation that an On-Site Sewage Facility can be operated without causing a threat of harm to an existing or proposed water supply system or to the public health, without the threat of pollution or nuisance conditions, and without violating any prescribed setback.

COMMENT: This section allows grandfathering of lots existing prior to the creation of these rules.

2. Field monitoring: For monitoring purposes in gravity flow systems, a threaded capped riser with cleanout equal to the size of the outlet pipe shall be provided on the outlet of the tank between the tank and the drainfield(s). Additional capped pipes shall be provided in the drainfield(s) to allow for easy monitoring of liquid depths.

COMMENT: This more stringent requirement provides for greater protection of public health by providing better monitoring of the effluent level in drainfield(s) and to better diagnose any problems with the OSSF.

3. Pump Tank: In order to provide reserve capacity in the pump tank in the event of a pump failure, pump tanks shall be sized for one-day flow reserve above the alarm-on level.

COMMENT: This more stringent requirement provides for additional time for the replacement of a failed pump. This will reduce the chance of untreated sewage to surface.

4. Electronic Monitoring: Surface irrigation systems, systems that use special treatment technologies for high strength waste and other systems that are required to meet secondary treatment shall have the option of utilizing electronic monitoring. Systems equipped with electronic monitoring systems that will notify the maintenance company of systems or components failure and will monitor the amount of disinfection will not be required to undergo routine inspections by the maintenance company more often than every 6 months. Systems not currently equipped with electronic monitoring systems shall be required to submit maintenance inspection reports at least once every 4 months.

COMMENT: This provision explains the electronic monitoring option applicable to certain systems. The option provides for a reduction in routine inspections to every six months for those homeowners that choose to utilize electronic monitoring. The requirements mirror 30 TAC §285.7(e).

5. Secondary Treatment Requirements: In addition to 30 TAC Chapter 285 requirements, surface irrigation systems and any other systems that are required to meet secondary quality effluent standards must comply with the requirements of these Rules.
 - a. All surface application systems shall be required to have a secure audible and visible alarm for aeration malfunction or lack of disinfection.

COMMENT: Adds an alarm requirement for aeration malfunction or lack of disinfection for surface application systems. This more stringent requirement is intended to reduce the occurrence of discharges of untreated wastewater directly into the environment and reduce human exposure from contact with the untreated sprayed wastewater.

- b. Surface irrigation shall be limited to spray application only.

COMMENT: Spray irrigation better distributes surface discharges.

- c. Irrigation shall not spray closer than twenty (20) feet to any property line. Irrigation shall not spray closer than ten (10) feet to any part of a residence or occupied place of business.

COMMENT: The required 20-foot setback from property lines should reduce effluent droplet dispersion across property lines. The required 10-foot setback from residences and occupied commercial structures will reduce the potential human exposure from contact with treated effluent. With no setback, any wind may cause overspray onto occupied structures.

- d. Spray irrigation shall be conducted during nighttime hours (after midnight and before 5:00 AM), preferably just before sunrise.

COMMENT: Nighttime operation will reduce the possibility of people coming in contact with sprayed effluent. Sunlight will also aid in the destruction of pathogens. The nighttime application (spray irrigation) hours of midnight to 5:00 AM are consistent with 30 TAC §285.33(d)(2)(G)(i).

- e. Surface application systems shall not be equipped with an automatic override below the alarm on level.

COMMENT: Adds a requirement that does not allow a pump timer override float for surface application systems unless it is above the high water alarm float only. This restriction will reduce the potential of daytime surface application if the tank becomes full during the daytime. Daytime application is in violation of Subsection 10.E.5d.

- 6. Maintenance Requirements: In order to provide greater public health and safety protection, the maintenance for all aerobic treatment units shall be performed by a TCEQ registered maintenance company unless:
 - a. The homeowner is a TCEQ registered maintenance provider for his/her aerobic treatment unit; or
 - b. The homeowner was trained by an installer or manufacturer according to the requirements of an Act of May 29, 2005, 79th Leg., R.S., Ch. 1129 (H.B. 2510), Sec. 1, formerly codified at Texas Health and Safety Code §366.0515(h), repealed by an Act of May 25, 2007, 80th Leg., R.S., Ch. 892 (H.B. 2482), Sec. 3; or
 - c. The homeowner/property owner takes a wastewater D licensing course and passes the examination; or

- d. On or after September 1, 2007, the homeowner/property owner receives specific on-site maintenance training for their aerobic treatment unit from either their installer or the manufacturer of the unit, or has successfully completed the basic maintenance provider course conducted by a TCEQ approved training provider.
- e. Homeowners so qualified and choosing to perform their own inspections must submit a County provided “contract form” to the County indicating that they will conduct the required maintenance and provide periodic inspection reports.
- f. Homeowners failing to submit a completed “contract form”, or required testing and timely reporting results, or falsifying the required documents, will be required to contract with a registered maintenance provider.

COMMENT: ·Due to the potential public health risks, these systems must be properly maintained by knowledgeable persons at all times including homeowners who choose to maintain their own systems.

- 7. The required maintenance inspection and test report, conducted by the above prescribed qualified homeowner/property owner or the TCEQ registered maintenance company, which must be submitted to the permitting authority shall:
 - a. Meet all inspection requirements as set by the order of the County and the TCEQ Rules, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected; and
 - b. Address all inspection and testing requirements as set by the order of the County and the TCEQ Rules, as well as, the testing requirements as set out by the manufacturer for the brand being inspected, and
 - c. Report of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.

COMMENT: Due to the potential public health risks, these systems must be properly maintained and its inspections must be properly documented with the County.

8. Permit Revocation: In the event that a system is creating a health nuisance or if system violations such as aeration malfunction or disinfection less than required are not repaired within ten (10) days, its license to operate will be cancelled. The system will not be re-licensed until the nuisance is abated or the system is brought back in compliance, a maintenance report is submitted indicating no violations, and the OSSF renewal fee is paid to the County.

COMMENT: Provides for revoking a permit for creating a public health nuisance or failing to repair system violations for aeration malfunction or disinfection failure within ten (10) days. Allows for enforcement activities to focus on issues most directly impacting public health. This provision facilitates regulating the use of OSSFs that are creating a public health nuisance. The re-licensing requirement will help ensure the County's ability to abate public health nuisances.

9. License Transfer: A License Transfer Application shall be submitted to the County within thirty (30) days of transfer of the ownership of an OSSF that is required to meet secondary treatment and shall include the required transfer fee. A current maintenance inspection report and a copy of the current maintenance contract or, if qualified pursuant to Subsection 10.E.6 above, a homeowner's contract must accompany the License Transfer Application.

COMMENT: This more-stringent requirement is needed in order to verify that maintenance contracts are up to date and valid. It is imperative that compliance is established at the time of transfer of ownership to better protect public health and the environment.

10. License expiration: The license to operate OSSF systems required to meet secondary treatment shall be valid for two (2) years. At the end of two (2) years, if the system is receiving the required inspections, is properly operating and a valid maintenance contract or a homeowner's contract pursuant to Subsection 10.E.6 above is in effect, the license may be renewed upon payment of the renewal fee in accordance with a fee schedule adopted by the Commissioners Court.

COMMENT: In order to verify that maintenance contracts are being kept up to date and that the system is operating properly, the County will periodically verify compliance. Non-compliance with maintenance requirements would pose a greater risk to public health and the environment.

Commissioners Court - Regular Session

25.

Meeting Date: 06/20/2017

Cedar Park ILA for Station

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding Interlocal Agreement between Williamson County and the City of Cedar Park for the establishment of ambulance and personnel housing to support operations of Williamson County EMS.

Background

This establishes an Interlocal Agreement between Williamson County and the City of Cedar Park for establishing EMS ambulance housing at Cedar Park Fire Station #5. This agreement has been reviewed by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCEMS and COCP ILA for Ambulance Housing

Form Review

Inbox

Hal Hawes
County Judge Exec Asst.
Form Started By: Michael Knipstein
Final Approval Date: 06/14/2017

Reviewed By

Hal Hawes
Wendy Coco

Date

06/14/2017 10:17 AM
06/14/2017 03:29 PM
Started On: 06/13/2017 03:55 PM

**INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND THE CITY OF CEDAR PARK
FOR
ESTABLISHING EMS AMBULANCE HOUSING AT
CEDAR PARK FIRE STATION #5**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between Williamson County, a political subdivision of the State of Texas (the “County”), and the City of Cedar Park, Texas, a home rule municipal corporation (“Cedar Park”), for establishing housing of County Emergency Medical Services equipment and personnel in a fire station that is to be constructed, owned and operated by Cedar Park. The County and Cedar Park are referred to collectively herein as the “Parties,” or individually as a “Party.”

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for governmental functions and services, including police protection services; public health and welfare; records center services; administrative functions; and other governmental functions in which the contracting Parties are mutually interested in order to provide a governmental function or service that each Party to the contract is authorized to perform individually;

WHEREAS, Section 791.001 of the Government Code provides that the Parties are authorized to contract or agree to perform governmental functions and services to increase the efficiency and effectiveness of their respective local governments;

WHEREAS, Cedar Park will be constructing and operating an emergency services station known as Cedar Park Fire Station #5, which will house fire and emergency medical services personnel and equipment (the “Station”);

WHEREAS, the Parties have a mutual interest in the use of the Station and the Parties wish to use the Station in cooperation with one another for the provision of emergency services and to increase the efficiency and effectiveness of their respective local governments; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

II. TERMS AND CONDITIONS

A. Primary Obligations of Cedar Park. Cedar Park agrees to provide the County with the following:

1. One enclosed vehicle housing bay at the Station with space for two County Emergency Medical Services (hereinafter “EMS”) ambulances and one EMS command vehicle;

2. Cedar Park shall provide to County EMS personnel the sole use of five bedrooms, two offices, one shared food locker with Cedar Park Fire Department personnel and one large heated and cooled storage room at the Station; and
 3. Cedar Park agrees to provide to County EMS Ambulance personnel the reasonable usage of the shared facilities in the Station, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Station.
- B. Consideration. The County agrees to make a one-time payment in the amount of Four Hundred Thousand Dollars (\$400,000.00) to Cedar Park for constructing facilities to house County EMS equipment and personnel in the Station and for the County's use of the Station for the entire term of this Agreement, as set forth herein. The said consideration shall only be applied towards the acquisition and construction costs and expenses associated with the Station, which the City of Cedar Park agrees and accepts as a fair, reasonable and final amount to be paid by County for such acquisition and construction costs and expenses.
- C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City and signed by the authorized individuals and shall continue in force until such times as either party terminates the Agreement as provided herein.
- D. Relocation of the Station. The terms and conditions of this Agreement shall apply to any new location of the Station in the event Cedar Park moves and relocates the Station from the site whereon it is proposed to be and/or originally constructed.
- E. Removal of County's Improvements. Upon the termination of this Agreement, County may remove its personal property and any of the improvements that the County made to the Station so long as the removal of such improvements does not unreasonably damage the Station; provided, however, the County shall be obligated to repair any damage that may be caused by the removal of its improvements.
- F. Condition of the Station. Cedar Park shall maintain and repair, as necessary, the Station's roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Station. The County shall be responsible for keeping the areas that are solely used by it in a clean and neat condition. The County and Cedar Park shall work in cooperation with one another in keeping the commonly used areas clean and neat.
- G. Use of Premises. The County may only use the designated areas of the Stations for the express purposes set forth herein. Use of the Station for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, improvement, to the Station without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make sure repairs to its designated areas of the Station as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due to solely

to the County's use of the Station ("accessibility alterations"). In the event any alterations, additions, or improvements in or to the Station are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions or improvements, County agrees that it will make all such alterations, additions, and improvements in or to the Station at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

- H. Utilities and Service. Cedar Park shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, supply water, gas, electricity, telephone, cable, internet services and sewage service to the Station. If any of the equipment or machinery necessary or useful for the provision of any utility services breaks down or for any cause ceases to function properly, Cedar Park shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County EMS crew is in need of maintenance or repairs as solely determined by the City, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.
- H. Damage or Injury. County and Cedar Park agree that if either of them is solely negligent in causing real or personal property damage or personal injury to the other that such party will pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.
- I. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. Cedar Park and the County have a duty to mitigate damages.

III. GENERAL PROVISIONS

- A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Inter-local Cooperation Act. The County and City agree that there will be no monthly rental cost associated with this Agreement.
- B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of Cedar Park.
- C. Tax Exempt. The County and the City are bodies corporate and politic under the laws of the State of Texas and claim exemption from sales and use taxes under Texas Tax Code

Ann. 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

- D. 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.
- E. Notices. 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:

CEDAR PARK:

City of Cedar Park
Attn: City Manager
450 Cypress Creek Rd., Bldg. #1
Cedar Park, Texas 78613

With Copies to:

City of Cedar Park
Attn: City Attorney
450 Cypress Creek Rd., Bldg. #1
Cedar Park, TX 78613

and

Fire Chief
Cedar Park Fire Department
450 Cypress Creek Rd., Bldg. #3
Cedar Park, TX 78613

COUNTY:

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

With a Copy to:

Williamson County EMS
c/o: Mike Knipstein, Director
PO Box 873
Georgetown, Texas 78627

- F. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- G. Dispute Resolution. The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- H. Termination for Convenience.
- a.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to the Cedar Park and in this event County shall not be entitled to any return of its consideration.
- b.) Following the expiration of ten (10) years from the date of final completion of construction of the Station, the City may terminate this Agreement for convenience with or without cause or further liability upon one (1) year's written notice to County, and the City would have no further liability to County.
- I. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- J. 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.
- K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- L. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of any its fiscal year if the governing body of the Party does not appropriate sufficient funds as determined by the Party's adopted budget for the fiscal year in question. Such termination may be effected by giving written notice of termination at the end of its then current fiscal year.
- M. No Agency Relationship. It is understood and agreed that the Parties shall not in any sense be considered partners or joint venturers with each other, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the other Parties.
- N. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties 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.

EXECUTED TO BE EFFECTIVE this ____ day of _____, 2017

Authorization

The authorized representatives of the Parties enter into the above-described Agreement.

WILLIAMSON COUNTY, TEXAS

CITY OF CEDAR PARK, TEXAS

By _____
Dan A. Gattis, County Judge

By Brenda Evens
Brenda Evens

Williamson County Judge
Title

City Manager
Title

Date

5/25/17
Date

Commissioners Court - Regular Session

26.

Meeting Date: 06/20/2017

Unallocated

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on policies and procedures regarding FY 17 existing unallocated funds created by the backfill of positions at a lesser rate of pay.

Background

Discussion surrounding what to do with existing unallocated funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Unallocated

Form Review

Inbox

County Judge Exec Asst.
Budget Office (Originator)
Form Started By: Ashlie Koenig
Final Approval Date: 06/14/2017

Reviewed By

Rebecca Clemons
Ashlie Koenig

Date

06/07/2017 03:31 PM
06/14/2017 10:36 AM
Started On: 06/07/2017 07:53 AM

SOLUTION #2 Modified

Replace Carryover of Unallocated with Carryover of Merit

- ▶ Replace Carryover of Unallocated with Carryover of Merit
- ▶ Replace 8000 Accounts with 1130 Merit line
- ▶ Internal Salary Survey Every 5 Years
- ▶ Remove All Unallocated in PT and FT lines
- ▶ From Oct. 1 through March 31: Re-classes available to existing titles/grades and budget can be shifted between positions
 - Last month of proposed Re-classes due Feb. 14. to HR.
 - Each Elected Office or Department are limited to 4 Re-classes in Feb 14 submittal. Unlimited submittals Oct through Jan.
 - HR has 3 weeks to process all Re-classes Oct through Feb submittals. Provide HR new staff to meet turnaround timeline.
- ▶ From April 1 to Sept. 30: Re-classes only to titles/grades already existing and Budget Remains on Positions (Cannot be used for other positions) New position titles can be approved during budget process for following fiscal year.
- ▶ Do not budget merit for positions that cannot receive merit funds

SOLUTION #3 Modified/ **Modified**

Replace Carryover of Unallocated with Carryover of Merit
Approved (in red) 5/2/17

- ▶ **Replace Carryover of Unallocated with Carryover of Merit Oct 1st, 2017** (~~Remove all unallocated from the budget and only carry forward merit~~)
- ▶ **Internal Salary Survey Every 5 Years**
- ▶ **From Oct. 1 through February 15 Re-classes submittal is available. After February 15th all positions are filled at or below the budgeted salary within policy. Moving money between positions is prohibited after February 15th. (More discussion – Feb 15th date? existing or new? Are the number of re-classes limited?)**

SOLUTION #3 Modified/ Modified
UNALLOCATED OPTIONS (effective 10/1/17)
Approved (in red) May 16th, 2017

- ❖ ~~All Unallocated (to include unspent merit) goes back into the reserve (TBD)~~
- ❖ ~~Unspent merit only is dissected from above unallocated and rolled forward (TBD)~~
- ❖ X % of unallocated is rolled forward with the exception of 1101 (Part-time Salaries) and 1105 (Law Enforcement Salaries) **Focus on X% for mid-June**
- ❖ ~~Funds cannot be transferred from vacant positions (position must be filled before any excess can be reassigned)~~ **Can only reduce a vacant position down to 25% above the bottom of the grade**

SOLUTION #3 Modified/ **Modified**
RE-CLASSIFICATION PROPOSAL (effective 10/1/17)
Approved **(in red)** 5/16/17

- ~~❖ Departments will be limited to request reclassifications up to a maximum of 10% of total full time and part time positions~~
- ❖ **Re-classifications may include existing title/grade changes only; new title requests will go through the budget process**
- ❖ **February 15th is a workable deadline for submittals if reclassification requests above are limited**

6/6/17 Agenda

- ❖ X % of unallocated is rolled forward with the exception of 1101 (Part-time Salaries) and 1105 (Law Enforcement Salaries);

- ❖ *Clarification:*

Unallocated is unable to be used after February 15th through September 30th for any purpose to include re-organizations, re-classifications, retention, recruiting and/or merit; only 8000 accounts and/or 1130 (merit lines) can be used for the above action

Commissioners Court - Regular Session

27.

Meeting Date: 06/20/2017

FY 2018 Benefit Plans, Rates and Proposed Changes

Submitted By: Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on FY 2018 Benefit Plans, Rates and proposed changes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Presentation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 11:58 AM

Started On: 06/15/2017 09:14 AM



HOLMES MURPHY®

THINKING AHEAD

WILLIAMSON COUNTY 2018 BENEFIT COMMITTEE RECOMMENDATIONS

OVERVIEW

ASSUMPTIONS	
MEDICAL TREND	7.6%
PHARMACY TREND	11.6%

2017 FORECAST	
MEDICAL CLAIMS	\$12,038,000
PHARMACY CLAIMS	\$4,142,000
STOP LOSS, ADMIN FEES & ACA FEES	\$2,846,000
EMPLOYER & EMPLOYEE PREMIUMS COLLECTED	\$18,523,000
DIFFERENCE	-\$503,000

2018 FORECAST	
MEDICAL CLAIMS	\$12,917,000
PHARMACY CLAIMS	\$4,602,000
STOP LOSS, ADMIN FEES & ACA FEES	\$3,089,000
EMPLOYER & EMPLOYEE PREMIUMS COLLECTED	\$18,523,000
DIFFERENCE	-\$2,085,000

TOTAL DEFICIT 2017 & 2018	-\$2,588,000
--------------------------------------	---------------------

PLAN CHANGES

column1	2017	2018
SPECIALIST VISIT CO-PAY	\$45	\$55
ER VISIT CO-PAY	\$225	\$300
RX GENERIC CO-PAY	30% (\$100 max.)	30% (\$100 max.) \$10 (min.)
RX PREFERRED CO-PAY	30% (\$100 max.)	30% (\$100 max.) \$40 (min.)
RX NON-PREFERRED CO-PAY	30% (\$100 max.)	30% (\$100 max.) \$75.00 (min.)
NICOTINE SURCHARGE (per month)	\$50	\$100
NON-COMPLETION OF HEALTH RISK ASSESSMENT SURCHARGE (per month)	\$25	\$50
NON-COMPLETION OF ANNUAL WELL EXAM (per month)	\$25	\$50

EMPLOYER CONTRIBUTION CHANGES

Column1	2017	2018
EMPLOYER CONTRIBUTION PER FULL-TIME POSITION, PER MONTH	\$710	\$745.50
TOTAL ESTIMATED EMPLOYER COST		\$804,000

EMPLOYEE CONTRIBUTION CHANGES

		PY 2017 MONTHLY PREMIUMS			
		<u>E</u>	<u>S</u>	<u>C</u>	<u>F</u>
Seton Plan POS		\$30	\$95	\$85	\$180
		\$218.52	\$314.65	\$263.17	\$382.76
		PY 2018 MONTHLY PREMIUMS			
		<u>E</u>	<u>S</u>	<u>C</u>	<u>F</u>
ACO Plan POS		\$50	\$200	\$105	\$210
		\$195	\$325	\$250	\$375
		\$ Increase PER MONTH			
		<u>E</u>	<u>S</u>	<u>C</u>	<u>F</u>
ACO Plan POS		\$20	\$105	\$20	\$30
		(\$23.52)	\$10.35	(\$13.17)	(\$7.76)

RETIREE CONTRIBUTION CHANGES

Current Plan Year		2018 Plan Year	
Retire Prior to 2/1/2013			
Seton		ACO Plan	
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$30.00	Employee	\$50.00
Employee + Spouse	\$95.00	Employee + Spouse	\$200.00
Employee + Child(ren)	\$85.00	Employee + Child(ren)	\$105.00
Employee + Family	\$180.00	Employee + Family	\$210.00
POS			
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$218.52	Employee	\$195.00
Employee + Spouse	\$314.65	Employee + Spouse	\$325.00
Employee + Child(ren)	\$263.17	Employee + Child(ren)	\$250.00
Employee + Family	\$382.76	Employee + Family	\$375.00

Current Plan Year		2018 Plan Year	
8-15 years of Wilco Service after 2/2013			
Seton		ACO Plan	
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$362.06	Employee	\$384.00
Employee + Spouse	\$691.14	Employee + Spouse	\$733.00
Employee + Child(ren)	\$563.48	Employee + Child(ren)	\$597.00
Employee + Family	\$852.40	Employee + Family	\$904.00
POS			
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$507.62	Employee	\$538.00
Employee + Spouse	\$896.01	Employee + Spouse	\$950.00
Employee + Child(ren)	\$729.21	Employee + Child(ren)	\$773.00
Employee + Family	\$1,065.89	Employee + Family	\$1,130.00

RETIREE CONTRIBUTION CHANGES CONTINUED

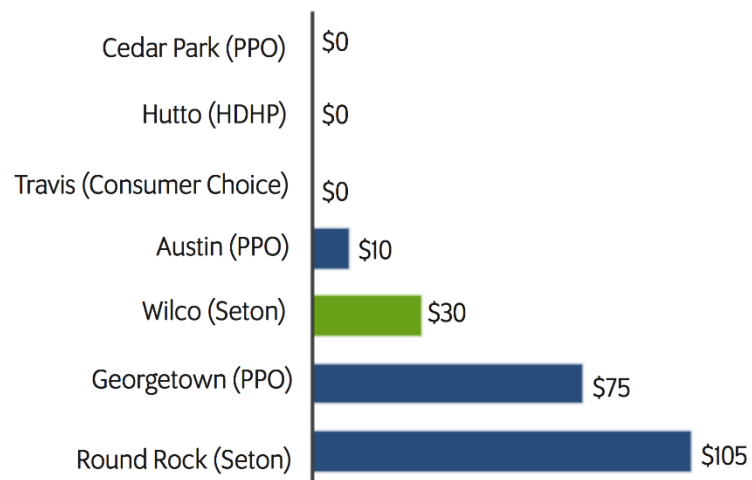
Current Plan Year
16+ years of Wilco Service after 2/2013

2018 Plan Year

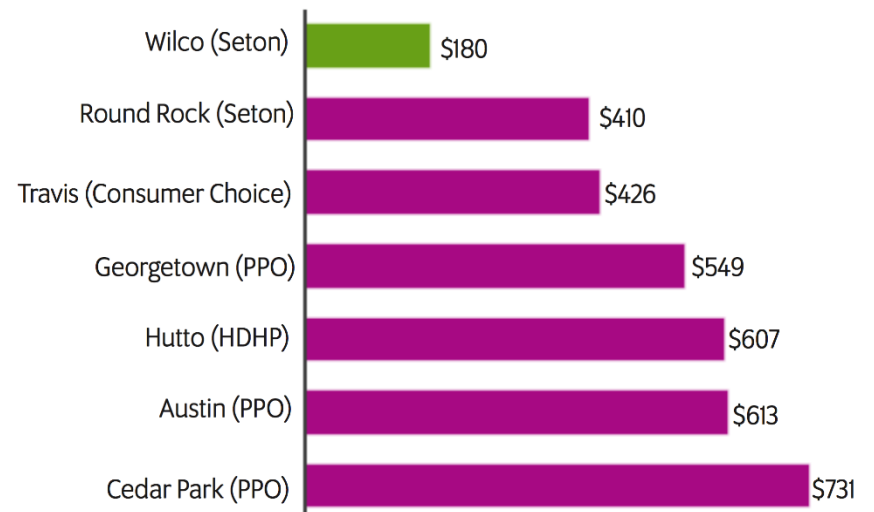
Seton		ACD Plan	
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$196.03	Employee	\$211.00
Employee + Spouse	\$393.07	Employee + Spouse	\$422.00
Employee + Child(ren)	\$324.24	Employee + Child(ren)	\$328.00
Employee + Family	\$516.20	Employee + Family	\$497.00
POS		POS	
Plan Tier	Base Rate Monthly	Plan Tier	Base Rate Monthly
Employee	\$363.07	Employee	\$350.00
Employee + Spouse	\$605.33	Employee + Spouse	\$700.00
Employee + Child(ren)	\$496.19	Employee + Child(ren)	\$475.00
Employee + Family	\$724.32	Employee + Family	\$700.00

2017 EMPLOYEE MEDICAL PREMIUM COMPARISONS

Single Rate Per Month



Family Rate Per Month



OTHER BENEFITS

- VISION STILL INCLUDED IN MEDICAL COVERAGE
- NO CHANGE IN DENTAL PLAN DESIGN
- NO CHANGE IN DENTAL PLAN PREMIUMS
- NO CHANGE IN BASIC LIFE, VOLUNTARY LIFE, LONG TERM OR SHORT TERM DISABILITY
- COBRA RATES WILL BE 102% OF THE TOTAL RATE

QUESTIONS



Commissioners Court - Regular Session

28.

Meeting Date: 06/20/2017

Awarding RFQ 1612-132 Comprehensive Parks Master Plan

Submitted For: Randy Barker

Submitted By: Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ # 1612-132, Professional Services for Williamson County Comprehensive Parks Master Plan, to the best qualified respondent, HALFF Associates, Inc. and authorizing the County Judge to execute the agreement.

Background

After thorough evaluation of the 2 submittals received, the evaluation committee is recommending HALFF Associates for contract award. The contract contains a not-to-exceed amount of \$100,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Contract agreement](#)

[Score Sheet](#)

Form Review

Inbox

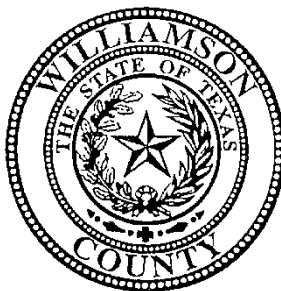
Purchasing (Originator)
Purchasing (Originator)
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 06/14/2017

Reviewed By

Thomas Skiles
Thomas Skiles
Randy Barker
Wendy Coco

Date

06/09/2017 08:25 AM
06/09/2017 08:25 AM
06/14/2017 08:21 AM
06/14/2017 03:29 PM
Started On: 06/08/2017 02:18 PM



AGREEMENT FOR PROFESSIONAL PLANNING/LANDSCAPE ARCHITECTURAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

THIS AGREEMENT FOR PROFESSIONAL PLANNING/LANDSCAPE ARCHITECTURAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County," Williamson County," or "County," and **Half Associates, Inc.**, a Texas corporation, hereinafter "L/A."

R E C I T A L S

WHEREAS, County desires to update its 2008 Williamson County, Texas Comprehensive Parks Master Plan, hereinafter called the "Project", in order to continue to provide: the framework of orderly and consistent planning and development; detailed facts concerning the community and the County through inventories and research; establish priorities through a community based needs analysis, and through public input; direction with park land acquisition, open space needs, and in development to meet future needs; and meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

WHEREAS, the County further desires that the L/A perform certain professional Landscape Architectural Services in connection with the Project; and

WHEREAS, the L/A represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the L/A, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 L/A's RESPONSIBILITIES**
- 3 SCOPE OF L/A's BASIC SERVICES**
- 4 ADDITIONAL SERVICES**
- 5 OWNER'S RESPONSIBILITIES**
- 6 COST OF THE WORK**
- 7 COPYRIGHTS AND LICENSES**
- 8 CLAIMS AND DISPUTES**
- 9 TERMINATION OR SUSPENSION**

- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 This Agreement is based on the Initial Project Information set forth in this Article 1.

§ 1.2 The County’s anticipated dates for commencement and Substantial Completion of the Work are set forth below:

- .1 Commencement date: In June of 2017, as set out in County’s Notice to Proceed.
- .2 Completion date: L/A will perform the Basic Services outlined in Exhibit “A” within 12 calendar months from the date of the County’s Notice to Proceed.

§ 1.3 The County and L/A may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the L/A shall appropriately adjust the schedule, the L/A’s services and the L/A’s compensation.

§ 1.4 The Services covered by this Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Agreement, the L/A shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

§ 1.5 L/A represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. L/A further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on L/A’s representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the L/A will assign to this Project qualified individual landscape architects, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

§ 1.6 **Limit of Appropriation.** Prior to the execution of this Agreement, L/A has been advised by County and L/A clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that County shall have available the total maximum sum of **\$100,000.00** specifically allocated to fully discharge any and all liabilities which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully useable Comprehensive Park Master Plan. All fees and compensation of any sort to the L/A and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision

of this Agreement which might in any light by any person be interpreted to the contrary. L/A does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that L/A may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to L/A hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **\$100,000.00**.

ARTICLE 2 L/A's RESPONSIBILITIES

§ 2.1 The L/A shall provide the Basic Services set forth in Exhibit "A" of this Agreement (the "Basic Services" or "Services"). The L/A will provide all professional services necessary to complete the Project. The L/A agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services necessary to complete the Project and prepare Documents that fully indicate the requirements of the Project. Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those consulting services that become necessary as a result of an County-directed change in Project scope affecting the L/A (and that are subject of a written agreement for Additional Services).

§ 2.2 The L/A shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects) practicing in the same or similar locality under the same or similar circumstances. The L/A shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.2.1 The L/A agrees that its Services shall conform to all federal, state, and local statutes and regulations governing its Services and the Project. The L/A agrees that this duty is non-delegable and the L/A, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the L/A's responsibility for compliance with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.3 The L/A shall identify a representative authorized to act on behalf of the L/A with respect to the Project. Once approved by County, the L/A's designated representative shall not be changed without the County's written approval.

§ 2.4 Except with the County's knowledge and consent, the L/A shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the L/A's professional judgment with respect to the Project.

§ 2.5 Insurance. The L/A shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the L/A shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County.

The L/A shall ensure that all of L/A's subconsultants engaged or employed by the L/A carry and maintain similar insurance covering their respective portions of the Services. The L/A and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

.1 General Liability

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Person & Advertising Injury Liability	\$1,000,000
Medical	\$1,000

- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30-day notice of cancellation

.2 Automobile Liability

Any one accident or Loss	\$1,000,000
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- Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30 days' notice of cancellation

.3 Workers' Compensation

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

.4 Professional Liability

Each Claim	\$2,000,000
General Aggregate	\$2,000,000

- Any deductibles or self-insured retentions over \$250,000 must be declared and approved in writing by Williamson County in advance.

ARTICLE 3 SCOPE OF L/A'S BASIC SERVICES

§ 3.1 The L/A shall provide those Basic Services described in Article 3, 2.1 and Exhibit "A", including the usual and customary services, unless specifically provided elsewhere.

§ 3.1.1 The L/A shall manage the L/A's services, consult with the County, research applicable criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. L/A shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

§ 3.1.2 The L/A shall coordinate its services with those services provided by the County. The L/A shall be entitled to rely on the accuracy and completeness of services and information furnished by the County when that information is transmitted by the County to the L/A and is designated by County to be reliable. The L/A shall provide prompt written notice to the County if the L/A becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the L/A shall submit for the County's approval a schedule for the performance of the L/A's services. The schedule initially shall include anticipated dates for the Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the L/A. With the County's approval, the L/A shall adjust the schedule, if necessary as the Project proceeds..

§ 3.1.4 The L/A shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 The minimum Basic Services to be provided by the L/A shall be as set forth in Exhibit "A" of this Agreement.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The County may request Additional Services of the L/A. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the L/A believes to be outside the scope of Basic Services, the L/A shall, before performing those services, inform the County in writing of the L/A's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the L/A, any Additional Services provided in accordance with this Section 4.2 shall entitle the L/A to compensation pursuant to Section 11.3 and an appropriate adjustment in the L/A's schedule. Upon recognizing the need to perform Additional Services, the L/A shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written authorization.**

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. L/A and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

§ 5.2 Intentionally Deleted.

§ 5.3 With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify L/A in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the L/A; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the L/A's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the L/A's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to L/A to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

§ 5.4 The L/A shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

§ 5.5 The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the L/A's negligence or failure to perform.

ARTICLE 6 INTENTIONALLY DELETED

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The L/A and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The L/A hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the L/A. Among those documents are certain “Instruments of Service”. The County’s obligation to pay the L/A is expressly conditioned upon the L/A obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the L/A to the County as express in this Article 7, which copyrights the L/A, in turn, hereby assigns to County. The County, in return, hereby grants to L/A and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the L/A’s performance of its obligations under this Agreement, to the L/A’s archival records, and for the L/A’s reproduction of drawings and photographs in the L/A’s marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the L/A or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the L/A may be sub-licensed to the L/A’s subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon L/A’s assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The L/A shall obtain similar nonexclusive licenses from the L/A’s consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the County or another landscape architect, the L/A shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the L/A or its consultants for any other purpose without the express written permission of the County.

§ 7.5 If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the L/A, the County shall (where permitted or required by law) remove or completely obliterate the original professional’s seal, logo, and other indications on the documents of the identity of the L/A or its consultants.

§ 7.6 The L/A shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

§ 7.7 Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the L/A release any material or information developed in the performance of its services hereunder without the express written permission of County.

§ 7.8 No license is granted by this Agreement or otherwise allowing L/A or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics.

The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The County and L/A shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and L/A waive all claims and causes of action not commenced in accordance with this Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the County and L/A waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the L/A, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the “County Judge”) shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the L/A. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 The County and L/A shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

§ 8.2.2 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The L/A shall give the County 21 days’ written notice of the L/A’s intention to terminate or suspend the Services under this Agreement. The notice shall detail the L/A’s specific reason(s)

for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

§ 9.2 If the County fails to make payments to the L/A that are otherwise due hereunder, the L/A shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, L/A may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the L/A, the L/A may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4. This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the L/A. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the L/A, the L/A shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be performable in Williamson County, Texas. 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The County and L/A, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the L/A are deemed to be personal in nature and the L/A may not assign its interest or obligations under this Agreement without the written consent of the County.

§ 10.4 If the County requests the L/A to execute certificates, the proposed language of such certificates shall be submitted to the L/A for review. If the County requests the L/A to execute consents, the L/A shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the L/A for review. The L/A shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or L/A.

§ 10.6 Unless otherwise required in this Agreement, the L/A shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the L/A become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

§ 10.7 The L/A shall have the right to include photographic or artistic representations of the design of the Project among the L/A's promotional and professional materials. The L/A shall be given access to the completed Project, when approved by County, to make such representations. However, the L/A's materials shall not include the County's confidential or proprietary information if the County has previously advised the L/A in writing of the specific information considered by the County to be confidential or proprietary.

§ 10.8 If the L/A or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the L/A's Basic Services, the County shall compensate the L/A on a lump sum basis for a not to exceed amount of **\$98,990.00**.

§ 11.2 For Additional Services designated in Section 4.1, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.4 The hourly billing rates for Additional Services performed by the L/A and the L/A's consultants, if any, are set forth in the attached Exhibit B.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 L/A shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to L/A without mark-up.

§ 11.9 L/A acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that L/A hereby agrees to comply with the terms of same.

§ 11.10 PAYMENTS TO THE L/A

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the L/A's Services, the L/A shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by L/A for Additional Services. In the event that L/A's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of L/A or L/A's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the L/A certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

§ 11.10.2. County's designated representative shall review the L/A's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the L/A's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

§ 11.10.3 County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by L/A, County shall notify L/A of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of L/A, L/A shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by L/A beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, L/A shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

§ 11.10.5 Right to Audit. L/A agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. L/A agrees that County or its duly authorized representatives shall, until the expiration of three 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 L/A which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. L/A agrees that County shall have access during normal working hours to all necessary L/A facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give L/A reasonable advance notice of intended audits.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The L/A shall provide prompt written notice to the County if the L/A becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the L/A's Instruments of Service.

§ 12.2 L/A AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM

AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY L/A, L/A'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH L/A INCLUDING, WITHOUT LIMITATION, L/A'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH L/A EXERCISES CONTROL.

§ 12.3 L/A FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM L/A'S FAILURE TO PAY L/A'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY L/A.

§ 12.4 L/A FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY L/A IN THE PERFORMANCE OF THIS CONTRACT.

§ 12.5 THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT L/A'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM L/A IS NOT LEGALLY LIABLE, L/A'S OBLIGATIONS SHALL BE IN PROPORTION TO L/A'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

§ 12.6 IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN L/A IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. L/A SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT L/A, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

§ 12.7 Intentionally Deleted

§ 12.7.1 Intentionally Deleted

§ 12.8 The Parties agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

§ 12.9 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, the responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the County and the L/A and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and L/A, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and L/A.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 This Agreement for Landscape Architectural Services;
- .2 Exhibit A: Scope of Basic Services;
- .3 Exhibit B: Basis of Compensation and Hourly Rates;
- .4 Exhibit C: Production Schedule;
- .5 Exhibit D: Williamson County Vendor Reimbursement Policy

§ 13.3 This Agreement is not effective until signed by the County and L/A. The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The L/A's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that L/A has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY, TEXAS (County)

HALFF ASSOCIATES, INC. (L/A)

By: _____
Dan A. Gattis,
Williamson County Judge

By: _____
(Signature)

Date Signed: _____, 20__

Printed Name: _____

Title: _____

Date Signed: _____, 20__

**EXHIBIT “A”
SCOPE OF BASIC SERVICES**

**Williamson County Comprehensive Park Master Plan
Williamson County, Texas**

The following is the scope of services to be provided by Halff Associates, Inc. for Williamson County, Texas. This scope includes an update to the County’s Comprehensive Park Master Plan. In this scope of work, County staff and elected officials are referred to as “Staff.” Halff Associates Inc., is referred to as “Halff”, “Halff Associates” or “L/A.” Williamson County, Texas is referred to as “County.”

PLANNING PROCESS ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The County’s 2008 Comprehensive Parks Master Plan [hereafter “Parks Master Plan”] will be used as a starting point for this planning effort.
2. The County will provide the most recently available base data and mapping for each park in CADD and/or GIS shapefile format.
3. The County will provide electronic and printed copies, as available, of all previously prepared background information, studies and data that is appropriate for a comprehensive park planning effort such as this.
4. The County will be responsible for advertising all notices and announcements for public meetings or events conducted as part of this process, including postings on the County website, press releases to area newspapers and mass media, and legal notifications and postings where necessary. Halff will assist by preparing electronic files for up to 11” x 17” flyers/posters (as may be necessary) and email notifications that can be distributed by County staff conducting media interviews to publicize events.
5. County staff will coordinate and schedule all meetings that may be required as part of this process.
6. Because of the graphic nature of the park elements and ideas suggested as part of this plan, the draft and final report documents will be prepared in original Adobe “In-Design” format. Report documents will be provided to the County in PDF format suitable for distribution electronically and posting to the County website.
7. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this scope of work.
8. Cost projections prepared as part of this effort, if applicable, are understood to be at a planning level, and are prepared prior to any detailed design for individual projects. These Opinions of Probable Construction Costs will use professional judgment and are at an order-of-magnitude

level. Such OPCC will vary as more detailed design occurs and as inflationary influences occur.

9. Stakeholder and planning meetings will be scheduled on concurrent days and evenings for greater project efficiency.
10. Any additional meetings beyond those shown in this scope of work will be considered an additional service and are not included in this scope of services.
11. The final deliverable will include a comprehensive update to the County's Parks Master Plan.

SCOPE OF WORK

The planning effort scope of work is as follows:

1.00 Project Initiation, Branding, Management, Pre-Planning & Existing Conditions

1.01 Project Initiation, Branding, and Management

- a. **Project Initiation Teleconference** – Teleconference or WebEx videoconference project initiation and coordination meeting with County staff to finalize project goals, establish lines of longer-term communication, and determine the final public involvement strategy.
- b. **Park Master Plan Template** – As part of the project initiation, Halff will develop a project brand which will be used as part of all public outreach and document materials.
- c. **Project Management** – During the course of the project, coordination regarding scheduling of meetings and deliverables, and invoicing and progress reports will be prepared to ensure that the project is managed and proceeds according to the professional services agreement and this scope of services.

1.02 Pre-Planning and Existing Conditions

- a. **Assemble list of requested files and information** – Submit list of required information to County staff, including demographic data, usage data, and summaries of existing facilities in each park, and other applicable previous or ongoing studies and GIS information. GIS information provided should include most recent aerial photography of the overall County, as may be available. County staff will also need to help coordinate obtaining relevant park master plans from cities and MUDs in the county, as may be needed.
- b. **Develop base mapping** – Use background base data provided by the County to prepare an updated base map of the County's park system. Note that it will be the responsibility of the County to ensure the County parks GIS data and inventory are accurate.
- c. **Demographic profile** – Incorporate demographic and socioeconomic data and population projections as may be available by the County.

Product by Halff – Obtain background data and base files from County staff, determine accuracy and coordinate needed revisions with County staff, and develop base mapping for the County’s overall park system. Except as stated herein, Halff is not responsible for increasing the accuracy and precision or otherwise improving data received from the County.

Task Components by County Staff – The County shall provide digital copy of applicable background plans, documents, and base inventory and GIS data (as may be available) as requested by Halff so that Halff has the necessary resources to undertake the project.

2.00 Public Engagement

The overall public engagement portion of the project includes five to six on-site visits which may include multi-day efforts per visit. These on-site visits include the multi-day public project kick-off, field reconnaissance, meetings with key stakeholders, individual and group meetings with the County Judge and Commissioners Court, Town Halls, and other essential on-site public engagement efforts.

2.01 Staff Kick-off Meetings, Key Person Interviews, and Parks Site Tour (Visit # 1)

- a. **Conduct kickoff meeting with County Parks and Recreation Director** – Review project schedule, objectives of the effort, public input process and major milestones.
- b. **Key person interviews** – As a group, meet with other key County officials and staff as may be necessary.
- c. **Conduct review of existing park and recreation facilities** – Coordinate with County staff to conduct a driving tour the County’s park and open space system to get a first-hand perspective of the issues, challenges, and opportunities facing the County.

Product by Halff – Attend and facilitate project kick-off meetings with County staff.

Task Components by County Staff – Organize and attend initial meeting and meetings with key County officials.

2.02 Meetings with Commissioners (Visits # 1, 2, 3, 4, and 5)

- a. **Individual / Small Group Meetings.** Halff will meet individually, or in small groups, with the County Judge and each of the four Commissioners at three different points of the planning process. These include during Visit # 1 (the project kick-off), Visit # 2 (to discuss preliminary recommendations prior to the Town Hall Meetings), and during Visit # 4 (prior to consideration of adoption). The County Judge and each of the Commissioners will be invited to attend their individual precinct Town Hall Meeting during Visit # 3.
- b. **Court Meetings.** Halff will facilitate up to two Commissioner Court meetings, if necessary, to present the Comprehensive Park Master Plan for consideration of adoption (Visit # 5).

Product by Halff – Attend and facilitate individual and Commissioner Court meetings; provide recommendations and electronic materials for agenda items including handouts/presentations, as may be needed or appropriate.

Task Components by County Staff – Schedule and advertise meetings as may be required by state law.

2.03 Stakeholder Focus Groups (Visit # 1)

a. Facilitate four 1.5-hour focus group meetings with key stakeholder groups – On the same day as the staff kick-off meetings, Halff will conduct four 1.5-hour focus group meetings with key stakeholders. These three small-group listening sessions should be comprised of 15-20 people per meeting and are intended to identify important community issues and their recommendations for the future of the County's park and open space system. Meetings with the following potential stakeholders are suggested, but may be altered based on suggestions by County staff and officials:

1. USACE, TPWD, LCRA, USFWS, and federal and state officials;
2. City park directors and other departmental staff;
3. Municipal Utility District (MUD) staff;
4. Park and trail users;
5. Conservation groups;
6. Others as may be pertinent to the master planning effort.

Product by Halff – Prepare list of stakeholder questions, facilitate discussion with stakeholder focus groups, document with notes that are to be incorporated into draft and final text content of the Parks Master Plan document.

Task Components by County Staff – Prepare list of key entities or individuals for focus group meetings, organize and schedule meetings, notify and RSVP with attendees, attend meetings to provide local context, and provide basic refreshments.

2.04 Online Community Survey

a. Survey purpose and distribution – In order to solicit appropriate and specific feedback from the citizens of Williamson County, it is recommended that an online community survey be prepared and administered as part of this project. An introduction to the survey will clarify the County's role in providing parks and recreation as it relates to the unincorporated areas of the County. This will be used as an education opportunity to help define the role of the County to the citizens prior to asking them to identify their community preferences for the future of the County's parks, recreation, and open space system. Developing and administering an online citizen survey includes the following:

1. An electronic online survey which will be posted in SurveyMonkey® and cross-linked to the County's Home Page on the website.
2. A survey announcement which can be transmitted electronically, or as part of a newsletter or postcard in the mail.

3. A hard copy of the survey which can be disseminated by County staff at County facilities (note that hard copy survey responses will need to be transferred into the online survey tool by County staff).
- b. **Survey results and feedback** – The raw results of the online survey will be provided to County staff and a summary overview of pertinent results will be included in the plan document.

Product by Halff – Prepare draft survey questions; refine survey questions based on County staff comments; post survey online using SurveyMonkey®; provide County staff with a digital copy of the hard copy survey for County staff dissemination; provide raw survey results; tabulate pertinent survey results and prepare summary for inclusion plan document.

Task Components by County Staff – Review list of survey questions and provide feedback; distribute paper survey at County facilities, if warranted or necessary.

2.05 Town Hall Meetings (Visit # 3)

- a. **Open house public meetings purpose and intended audience** – The purpose of the Town Hall public meetings are to solicit communitywide feedback on the Park Master Plan recommendations developed from the project scope, kick-off public engagement activities, Commissioners Court direction and guidance, and the survey. The meeting will include a brief presentation about the project and then transition into an open-house, come-as-you-want format. In order to solicit communitywide feedback, this meeting should be widely advertised by County staff.
- b. **Meeting location and timing (Visit # 3)** – As part of Visit # 3, Halff will facilitate four separate two-hour Town Hall meetings, one in each Commissioner precinct. These will occur during the evening. Halff will prepare displays, meeting signs, and sign in sheets as appropriate. Halff will prepare a meeting flyer and an “e-blast” that can be used to promote the meeting. Meeting advertising (including newspaper advertisement, stakeholder notification, posting on the County home page and distribution of flyers) will be by the County. Halff will develop a summary of feedback comments received during the meeting and associated priorities generated by the citizen feedback which will be incorporated into the final Parks Master Plan document.

Product by Halff – Meeting preparation and setup, conduct meeting with displays and presentation. Prepare summary of citizen input for inclusion in Parks Master Plan document.

Task Components by County Staff – Advertise meeting, coordinate location choice and setup.

3.01 Inventory of Existing Parks & Open Space Facilities

- a. **Map parks and open spaces by type** – Inventory data to be provided by County staff will include the number and type of facilities in each County park. From this data, Halff will prepare updated map exhibits including the general geographic location of all park and open space facilities in Williamson County. Facilities to be shown include:
 1. Existing parks, recreation facilities, open spaces, and trails;
 2. Existing recreation/civic facilities; and
 3. County owned properties, including undeveloped properties.
- b. **Prepare a tabular summary of facilities** – From the base inventory provided by County staff, Halff will prepare updated inventory exhibits in table format.
- c. **Conduct a field review of existing parks and open spaces** – Halff will conduct a reconnaissance of key parks in Williamson County, as identified by the County. This task will result in photographs and notes regarding characteristics of each park.

Product by Halff – Halff shall, based on information provided by the County, prepare a map that illustrates the geographic location of facilities in the County. Halff shall prepare a brief park profile of each County park.

Task Components by County Staff – The County shall provide data for each existing park, including address, size, current classification, inventory, general condition of existing facilities in each existing park, and summary of issues related to each site.

3.02 Evaluate Level of Service for Parks and Open Space

- a. **Calculate current level of service (CLOS)** – Review the previously adopted Williamson County Comprehensive Park Master Plan to identify existing standards and to determine if recommend adjustments or new standards are appropriate to identify the CLOS.
- b. **Develop target levels of service (TLOS)** – Develop a TLOS for parkland, amenities, and facilities to meet the needs of current and future populations. Use NRPA standards or similar area standards as starting points for comparison only.
- c. **Compare recommended to actual** – Compare recommended spatial facilities to actual number of facilities, and develop tables that illustrate deficiencies in each category.

Product by Halff – Halff shall draft park facility standards in table and written format.

Task Components by County Staff – The County shall provide previous park facility standards; and review and comment on proposed Target Levels of Service.

3.03 Parks & Open Space Needs Assessment

- a. Written summary** – Halff will prepare a written summary of needs, to include areas of significant deficiencies, in terms of land area and specific types of facilities. Halff will compare recommended standards to actual conditions to determine deficiencies.
- b. Mapping** – Halff will prepare maps as appropriate that demonstrate key needs.

Product by Halff – Halff shall prepare a summary of system needs in text, table and plan format. Halff shall prepare a map illustrating key needs, and transmit to County for review and comment.

Task Components by County Staff – The County shall review needs assessment and comment as appropriate.

3.04 Parks & Open Space Recommendations & Strategies

- a. Recommendations** – Based on the current and anticipated growth in the County, Halff shall consider and provide recommendations to implement the community vision for the future and to address specific needs identified during the needs assessment phase of the Parks Master Plan. Recommendations may be either Countywide or targeted to specific sectors of the County. These recommendations and strategies will generally be categorized as follows:
 1. Land Acquisition Framework;
 2. Park & Facility Development;
 3. Park Improvements;
 4. Regional connectivity considerations; and
 5. Policy Recommendations.

Product by Halff – Halff shall prepare a summary of recommendations in text, table and plan format. Halff shall prepare a map illustrating potential physical project recommendations.

Task Components by County Staff – The County shall review and provided feedback on preliminary recommendations.

3.05 Regional Connectivity

- a. Evaluation** – Halff will review the existing Williamson County Trails Plan Map to evaluate opportunities to further connect the County-wide trail system, particularly as it relates to connecting the County park system to a regional system.
- b. Trails Opportunities Map** – Halff will prepare a trail opportunities map which evaluates key County-wide regional connections which may warrant further evaluation during the next update to the Trails Plan.

Product by Halff – Halff shall prepare a map illustrating key trail connection opportunities and system recommendations.

Task Components by County Staff – The County shall provide the latest information on the County trail network and provide feedback on preliminary trail opportunity recommendations.

4.00 Final Parks Master Plan Document & Approval

4.01 Prepare Public Hearing Draft of Parks Master Plan

- a. **Final Parks Master Plan recommendations** – A final Parks Master Plan document will be prepared based on the public input findings and the conclusions of the recommendations phase.
- b. **Organization and content** – It is intended that the Parks Master Plan document be organized as follows (Note: the document will be prepared in Adobe In-Design, to accommodate graphic images and photographs more readily than Microsoft Word):
 1. Introduction
 2. Context
 3. Vision and Needs
 4. Plan Recommendations
 5. Implementation (priorities, phasing, and potential funding)

4.02 Final Review by County Staff & Commissioners Court

- a. **Post electronic copy for citizen review** – Transmit a PDF of the Parks Master Plan final draft document to County staff for posting on the County’s website for review and comment. The County will transmit electronic email blast to its contacts notifying them that the draft is available for review.
- b. **Commissioners Court public hearing and consideration of adoption** – During Visit # 5, Halff will present the final Parks Master Plan document to the Commissioners Court at a public hearing.

Products by Halff – Prepare a public hearing draft of the Parks Master Plan document and submit electronic original to County staff, present to Commissioners Court for recommendation and consideration of adoption.

Task Components by County Staff – Advertise meetings (including meeting state public notification requirements for a public hearing), coordinate location choice and setup.

4.03 Prepare & Deliver Adopted Parks Master Plan

- a. **Submit final document original** – Provide electronic versions of all original files related to the Parks Master Plan. Provide 10 full-color, bound copies of the adopted Parks Master Plan.

- b. **Additional copies** – Printing of additional copies beyond that identified in 4.03(a), above, shall be considered an additional service.

4.04 Prepare an Executive Summary Brochure Flyer of the Parks Master Plan

- a. **Prepare Executive Summary** – Post-adoption, Halff will provide a highly graphic brochure flyer which will serve as a standalone executive summary to the full adopted Parks Master Plan.

APPROACH TO DELIVERABLES

Halff will provide draft/interim deliverables as prepared for each task of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the County in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.

It is the responsibility of the County’s Project Director to coordinate, compile and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables. The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the County’s Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions may require additional services depending on their nature and the current budget status.

ADDITIONAL OR CONTINUING SERVICES

During the course or at the conclusion of the project, the County may deem it necessary to schedule more meetings, request further research, or otherwise engage Halff in additional work efforts not anticipated at project initiation or through the Scope of Services set out herein. Any such additional services shall be obtained and performed in accordance with the terms of the Agreement and approval of a corresponding increase in the maximum not-to-exceed amount set out in Exhibit B, *Basis of Compensation*, and, if necessary, the time of performance as set out in Exhibit C, *Anticipated Schedule for Completion*.

End of Attachment ‘A’ – Scope of Services

EXHIBIT 'B'
BASIS OF COMPENSATION AND HOURLY RATES

Williamson County Comprehensive Parks Master Plan
Williamson County, Texas

Basis of Compensation for Basic Services

Half Associates will provide labor and personnel to perform the Basic Services outlined in Exhibit “A” on a lump sum basis for a not to exceed budget of **\$98,990.00**. Fees for services will be billed on a monthly basis, based on the percentage of work completed. The base scope of work includes:

Williamson County Comprehensive Park Master Plan	
Phase 1 - Project Initiation, Branding, Mgmt; Pre-Planning, Ex. Conditions	\$8,840
Phase 2 - Public Engagement	\$34,730
Phase 3 - Draft Parks Master Plan Document	\$43,840
Phase 4 - Final Parks Master Plan Document & Approval	\$10,080
Budget for All Phases (1 Through 4)	\$97,490
Direct Expenses (travel, on-site, and other expenses such as 10 final copies)	\$1,500
Estimated Total Project Cost	\$98,990

Hourly Rates

Job Title	Hourly Rate
Principal	\$ 250.00
Project Manager/Sr QC	\$ 225.00
Senior Project Engineer (PE)	\$ 200.00
Project Engineer IV (PE)	\$ 185.00
Project Engineer III (PE)	\$ 175.00
Project Engineer II (PE)	\$ 150.00
Project Engineer I (PE)	\$ 130.00
Engineer in Training II	\$ 115.00
Engineer in Training I	\$ 105.00
CADD/GIS Tech II	\$ 95.00
CADD/GIS Tech I	\$ 85.00
Survey Manager (RPLS)	\$ 225.00
Surveyor (RPLS)	\$ 200.00
SUE Manager	\$ 150.00

Survey/SUE Tech	\$ 105.00
Survey Crew (2-Man)	\$ 145.00
Sr Landscape Architect	\$ 175.00
Landscape Architect II	\$ 150.00
Landscape Architect III	\$ 100.00
Sr. Environmental Scientist	\$ 205.00
Environmental Scientist II	\$ 160.00
Environmental Scientist I	\$ 110.00
Contract Administrator	\$ 85.00
Administrative Assistant	\$ 70.00
Senior Planner	\$ 160.00
Planner	\$ 110.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

End of Attachment ‘B’ – Basis of Compensation and Hourly Rates

**EXHIBIT “C”
PRODUCTION SCHEDULE**

**Williamson County Comprehensive Parks Master Plan
Williamson County, Texas**

Schedule for Completion of the Planning Effort – Halff Associates will perform the Basic Services outlined in Exhibit “A” within 12 calendar months from the date of the County’s Notice to Proceed.

End of Attachment ‘C’ – Production Schedule

EXHIBIT “D”

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:

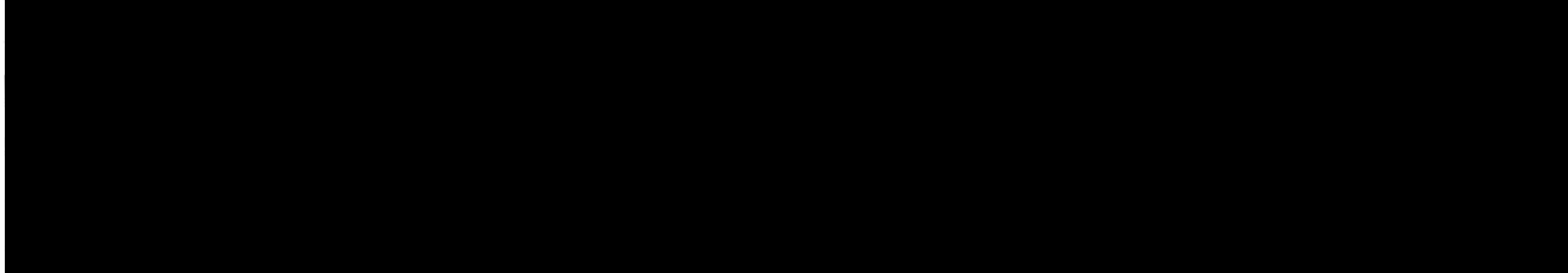
- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls

- 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.

**Evaluation Criteria of RFQ 1612-132 Comprehensive Parks Master Plan
Professional Services**

Criteria	Maximum Score Points	Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)	Halff Associates	Studio 16:19
Office in Texas	P/F	Must Pass to be qualified		
Project Manager's Experience/Qualifications with revising and developing comprehensive park master plans	35	35 = Significantly Exceeds Requirements 26 = Exceeds Requirements 18 = Meets ALL requirements 10 = Marginally Meets Requirements 0 = Does Not Meet Requirements	26	18
Individuals on the Project Team Experience/Qualifications with revising and developing comprehensive park master plans.	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements	24	18
Availability of Project Manager, task lead and relevant staff	20	20 = Significantly exceeds requirements 15 = Exceeds requirements 10 = Meets all requirements 5 = Marginally meets requirements 0 = Does not meet requirements	15	10
Understanding of the Project and ability to expedite	15	15 = Significantly exceeds requirements 12 = Exceeds requirements 9 = Meets all requirements 6 = Marginally meets requirements 0 = Does not meet requirements	12	9
Total Interview Points	100	TOTAL	77	55

Department	Committee Member	Voting Member	Signatures
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Committee Recommendation: Halff is recommended to proceed for several factors. 1) Halff has completed several park plans; 2) Halff has a grant writer dedicated to the project, with a successful track record; 3) Halff indicates more critical staff available; and 4) Halff supported an entire page (#7) to support their understanding of the project.

Commissioners Court - Regular Session

29.

Meeting Date: 06/20/2017

Approve Professional Services Agreement for Training and Traumatic Event Response

Submitted For: Randy Barker

Submitted By: Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on prior approval of Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff’s Office between Williamson County and Tania Glenn & Associates, PA (previously approved and exempted from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4) on June 13, 2017, agenda item #28) to remove condition of “pro-rating” (compensation) and following original hourly rate schedule set forth in Exhibit “B” with a not-to-exceed amount of \$25,000.00.

Background

Tania Glenn and Associates, PA , based in Austin, TX, is dedicated to serving the mental health needs of first responders through the use of effective, appropriate, and proven interventions consisting of individual and group debriefings, in addition to training on types of stress, effects of stress, stress management strategies, methods for coping in the aftermath of critical incidents, at individual, team and department levels, compassion fatigue and burnout, as well as advanced training on Posttraumatic Stress Disorder. Rate for Phone Interventions and Individual Therapy \$70/hour; Rate for Crisis Intervention and Response to Incidents \$70/hour.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Will Hutchinson
Final Approval Date: 06/14/2017

Reviewed By

Randy Barker
Wendy Coco

Date

06/14/2017 08:21 AM
06/14/2017 03:29 PM
Started On: 06/13/2017 02:52 PM



**PROFESSIONAL SERVICE AGREEMENT
FOR TRAINING AND TRAUMATIC EVENT RESPONSE
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE**

This Professional Services Agreement for Training and Traumatic Event Response for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Tania Glenn, PsyD, LCSW, CTS acting by and through Tania Glenn & Associates, PA, hereinafter referred to as PROVIDER, for the purpose of providing professional services in the form of training and traumatic event response for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
SCOPE OF SERVICES**

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the training and traumatic event response services set forth in the Scope of Services attached hereto as **Exhibit "A"**. All services provided by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and services in the State of Texas.

PROVIDER shall have a duty to immediately notify the Williamson County Sheriff of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas. PROVIDER will be under no obligation to provide services which are beyond PROVIDER's expertise.

**II.
TERM**

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2017 (the "initial term"), unless terminated sooner as authorized herein. Following the initial term, this Agreement shall automatically renew for one (1) year terms commencing on October 1st of each year and continuing thereafter until the following September 30th, unless otherwise terminated pursuant to the provisions hereof.

III.
COST AND PAYMENT

The basis of compensation for the services of PROVIDER shall be based on the Rate Schedule set forth in the attached **Exhibit "B"**. The maximum amount payable under this Agreement, without modification, during the initial term and during any renewal term shall be Twenty-Five Thousand Dollars (\$25,000.00) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued request for training and traumatic event response services by the Williamson County Sheriff or his designee. In no event may the aggregate amount of compensation during any term of this Agreement exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written amendments executed by both parties in the event of a change to the overall Scope Services set forth in **Exhibit "A"**.

PROVIDER shall be reimbursed for actual non-labor costs incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "C"**. Invoices requesting reimbursement for costs and expenditures (reimbursables) must be accompanied by copies of the PROVIDER's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the PROVIDER's invoice must evidence the actual costs billed to PROVIDER without mark-up.

Should the actual costs of all fees and non-labor costs (reimbursables) rendered under this Agreement be less than the above stated Compensation Cap during the initial term or any renewal term thereafter, then PROVIDER shall receive compensation for only actual fees and non-labor costs (reimbursables) actually rendered and incurred, which may be less than the above stated Compensation Cap.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

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

with copy to: Williamson County Sheriff
Robert Chody
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Tania Glenn & Associates, PA
Attn: Dr. Tania Glenn, PsyD, LCSW, CTS
4412 Spicewood Springs Road
Suite 701
Austin, Texas 78759

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, except to the extent that this Agreement

is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.


WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

Date: _____, 20____

PROVIDER:

TANIA GLENN & ASSOCIATES, PA



Dr. Tania Glenn, PsyD, LCSW, CTS

Date: June 2, 2017

EXHIBIT "A"

SCOPE OF SERVICES

1.0 Scope of Services Overview

This Scope of Services outlines the creation and coordination of an independent contractor relationship between an outside clinical advisor, Tania Glenn, PsyD, LCSW of Tania Glenn & Associates, PA (as referenced in the Agreement as "PROVIDER"), and the Williamson County Sheriff's Office. The role of the clinical advisor would be to provide necessary education and traumatic event response for both groups and individuals within the Williamson County Sheriff's Office.

2.0 Background

2.1 General History

Occasionally in the line of duty, first responders encounter events that are not considered within the normal scope of our day-to-day duties. Sometimes these types of events touch their lives in ways that they do not expect, and personnel are left with the lasting impact (both negative and positive) that shapes their professional and sometimes personal lives.

These types of events are called critical incidents – they are sudden and extreme, and can overwhelm the usual coping mechanisms of those dedicated to serve. At any given point, even the most experienced and seasoned emergency personnel can be affected by an incident. This is because it is human nature to have a coping capacity or threshold, beyond which a person no longer tolerates stress in a productive manner. Over time, one's definition of a critical incident can change or evolve as he or she grows and experiences life. In other words, events that didn't affect someone at age 22 might really bother the same person at age 32, 42 or 52.

The most debilitating type of critical incident is obviously a line of duty death. The range and type of impact that this has on pilots is powerful and very painful. In addition to a line death, many employees are also impacted by the suicide of a coworker, injuries to coworkers, the death of a child, mass casualty incidents, events with known victims, the accidental wounding or killing of a citizen and any other event which is unusual and outside the range of what is considered "normal."

Some common reactions to critical incidents include nausea, vomiting, diarrhea, pupil dilation, headaches, indigestion, tremors, muscle aches, increased smoking, insomnia, nightmares, social isolation, anger, depression, an increased startle response, restlessness, increased use of alcohol, and many others. These reactions can be confusing and quite unsettling to affected personnel. Once these reactions are normalized through training, employees typically know how to manage these reactions and prevent them in the future.

The other area of concern in the aftermath of a major incident is the impact on the workplace, which often serves as a reminder for what has occurred. Employees may sometimes manifest their

ongoing issues with an event by behaving in ways that are different. Management is often left wondering why a previously stellar performer is now behaving negatively or displaying a problematic attitude. Through understanding the effects of a trauma on employees and by proactively addressing the effects of an incident on both the individual and company levels, leadership is able to get ahead of the curve and prevent ongoing negative ripple effects of an incident. This, of course, takes training and education, along with the ability to tap into resources to guide management through this process.

2.2 Scope of Services of Training and Intervention Elements Provided

Provider will provide the following Scope of Services when and as requested by the Williamson County Sheriff or his designee:

CE Training shall consist of:

- Types of stress
- Effects of stress
- Stress management strategies
- Methods for coping in the aftermath of a critical incident – at individual, team and department levels
- Compassion fatigue and burnout
- Advanced training on Posttraumatic Stress Disorder

Interventions shall consist of:

- Individual and group debriefings – each case is incident specific and carefully triaged to provide the correct service to the appropriate employees at the right time

3.0 Key Personnel

3.1 Dr. Tania Glenn

Dr. Tania Glenn is the President of Tania Glenn and Associates, PA, a clinical private practice in Austin, Texas. Dr. Glenn has served as a clinician for over twenty-five years and specializes in treating anxiety and trauma. Dr. Glenn has done extensive work with public safety and military individuals, couples and families. She specializes in trauma and is a Certified Trauma Specialist. In her practice, Dr. Glenn has worked with law enforcement, fire, EMS, military and aviation professionals, and has helped many individuals with their recovery from Posttraumatic Stress Disorder. She has developed the traumatic stress management program and now serves as the Traumatic Stress Management Coordinator for Austin/Travis County Emergency Medical Services, Lake Travis Fire/Rescue, and the Killeen, Cedar Park and Round Rock Police Departments. Dr. Glenn is a faculty member and trained trainer for the International Critical Incident Stress Foundation. Her prior experience includes work as an Emergency Room Medical Social Worker at Brackenridge Hospital in Austin for ten years.

Dr. Glenn also has extensive experience as a consultant and trainer. The Trauma Defense Team of Tania Glenn & Associates provides trauma-based prevention and intervention services, workplace violence prevention and intervention, crew resource management, workplace cultural analyses and team building. Dr. Glenn's experience as a public speaker comes through in lively, interactive, relevant and fun presentations that capture audiences. Participants frequently comment that Dr. Glenn's presentations are one of the best they have ever seen.

Dr. Glenn is the Clinical Director of the PHI Air Medical, Southwest Airlines, Customs and Border Protection and Border Patrol Critical Incident Response Teams. Her background experience includes providing traumatic stress management services after the Oklahoma City bombing in 1995, the Jarrell tornado in 1997, the attacks on the World Trade Center in 2001, Hurricanes Katrina and Rita in 2005 and numerous other incidents including line of duty deaths and suicides of emergency personnel. Dr. Glenn has written numerous articles and is a regular contributor to Air Beat, the journal of the Airborne Law Enforcement Association. In 2006 she was featured in "Between Iraq and a Hard Place," a documentary on traumatic stress in the military.

Dr. Glenn currently serves as an Advisory Board Member for the Brattleboro Hospital Uniformed Services Worker's Retreat in Brattleboro, VT. She has served as a member of the Safety Committee for Austin's air medical and air rescue program, STAR Flight. Dr. Glenn is also a previous Board Member of the Association of Traumatic Stress Specialists.

Dr. Glenn received her Bachelor's and Master's Degrees from The University of Texas in Austin, and her Doctorate from California Coast University. She also attended the Austin Police Academy in 1998. Dr. Glenn has completed ten marathons, including the Boston Marathon.

EXHIBIT "B"

RATE SCHEDULE

Phone Interventions and Individual Therapy	Crisis Intervention and Response to Incidents
\$70.00 per hour	\$70.00 per hour

EXHIBIT "C"

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

EXHIBIT "C"

- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
 - 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
 - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
 - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
 - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
 - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
 - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
 - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
 - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
 - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.
- 3. Meals**
- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
 - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
 - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
 - 3.4 County will not reimburse for alcoholic beverages.

EXHIBIT "C"

- 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.

EXHIBIT "C"

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.

EXHIBIT "C"

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

30.

Meeting Date: 06/20/2017

Awarding Bid 1704-161 Medical Supplies for EMS

Submitted For: Randy Barker

Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County EMS, Bid #1704-161 to the lowest and best bidders as noted on the award recommendation.

Background

This contract will be awarded to the lowest and best bidders for the contract term beginning July 1, 2017 through June 30th 2018. Bid tab and recommendation are attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Medical Supplies for EMS Tabulation

Medical Supplies for EMS Recommendation

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 06/14/2017

Reviewed By

Wendy Coco

Date

06/14/2017 03:29 PM

Started On: 06/14/2017 01:22 PM

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200335	35	50 BX	"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)		0.1	0.05	0.02-4	.0181-3	0.0178-2	0.0434	0.05	0.0125-1
200331	117	400	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)		5.76	4.23-1		5.85	6.69	5.462-4	5.18-2	5.40-3
100970	1	500 EA	1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		0.089	0.08-4		0.14825	.077-2	0.0722-1	0.11	0.0796-3
100970	2	500 EA	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.		0.576	0.93		0.30615	0.0731-1	0.07636-2	0.09-3	0.134-4
200335	3	500 EA	4 X 4 STERILE GAUZE		0.041-4	1.79	0.11	0.024-2	0.07	0.0444	0.032-3	0.024-1 hx
200335	4	2500 EA	4" X 4" NON-STERILE SPONGES 8 PLY		0.013	0.03	0.0118-3	0.00925-2	0.0135	0.0162	0.01225-4	0.00825-1
200331	5	50 EA	4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK		0.902 Unable to Locate	Wrong Item		2.35	1.08-2	1.59-3	1.72-4	0.61-1
200325	9		ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	10	400 EA	ADENOCARD 6mg / 2ml (VIALS ONLY)			11.46-4			4.01-1	4.118-2	6.82-3	
200325	18		AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES		1.08-3	6.19			1.04-2	4.98-4	1.00-1	
200331	14		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030		34.62	24.28		16.90-4	14.25-3		12.96-1	13.15-2
200331	15		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030		34.62	24.28		16.90-4	14.25-3		12.96-1	13.15-2
200331	16		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030		34.62	24.28		16.90-4	14.25-3		12.96-1	13.15-2
200331	17		AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030		34.62	24.28		16.90-4	14.25-3		12.96-1	13.15-2
200331	11		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030		34.62	24.28-4		16.90 UTI	23.85-3		21.60-1	21.88-2
200331	12		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030		34.62	24.28-4		16.90 UTI	23.85-3		21.60-1	21.88-2
200331	13		AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030		34.62	24.28-4		16.90 UTI	23.85-3		21.60-1	21.88-2
			Purchase above 7 items from same vendor									
200325	19	200 EA	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)		0.1392-3	0.64			0.124-1	0.132-2	0.19-4	
200331	20	200 BX	ALCOHOL PREP PADS @ 200 PER BOX		0.008	0.02		0.0071-4	0.0066-1 hx	0.01	0.0066-2	0.0067-3
200325	21	250 EA	AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED		2.09-3	6.60-4			1.87-2	Wrong Item	1.57-1	
200325	22	100 BTL	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.		0.091	0.03		0.0275	0.0205-4	0.02-2 hx	0.02-3	0.0166-1

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200305	7	200	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)		0.26			0.2248-4	0.175-1	0.18-2	1.8	0.193-3
200305	6	60	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)		12.53			8.00-4	0-1	0-2	30	0-3
200305	8	80	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2		20.06			11.98-3	8.75-1		13.00-4	9.09-2
200325	23	500 EA	ATROPINE 1MG/10ML, PFS (NEEDLELESS)		14.66-4	22			10.367-3	10.06-2	9.55-1	
200325	24	600 EA	ATROPINE 1MG/1ML VIAL		8.46-3	22.00-4				6.47-2	6.45-1	
200325	25	20	ATROPINE 8MG/20ML MULTIDOSE VIAL		48.02-4	131.64			41.25-2	41.29-3	39.66-1	
200325	26	300 EA	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE		15.05	0.84-4			0.1288-1	0.1848-2	0.19-3	
200300	27	25 EACH	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS		132.95-3	181.44-4		184	68.59-1	282.95	203.5	113.35-2
200300	28	50 EA	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)		104.47 Wrong Item	232.55		125.85-2	161.81-3	105.75-1	198.8	179.60-4
200300	29	50 EA	BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters.		104.47-1			123.58-3	114.16-2		156.00-4	
200300	30	1000 EA	BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP			9.16		1.64-3	1.68-4	4.3	1.39-1	1.52-2
200331	31	25	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED			12.08-3		15.85	9.79-2	12.54-4	8.19-1	13.35
200331	32	100	BAG VALVE MASK, ADULT: O-TWO SMART BAG w/ TIMING LIGHT, PEEP VALVE w/adjustable range 0-20 cm H2O, and PEEP VALVE DIVERter: TO BE ASSEMBLED PRIOR TO SHIPMENT.		3.66 Wrong Item	17.86 DNMS			11.67 Wrong Item		23.41-1	32.52-2
200331	33	25	BAG VALVE MASK, CHILD: O-TWO SMART BAG w/ TIMING LIGHT:			17.75-1			9.79 Wrong Item		21.41-2	34.45-3
200331	36	100 EA	BED PANS, FRACTURE STYLE		0.99	1.04		1.05	0.87-3	0.96-4	0.77-2	0.73-1
200325	37	750 EA	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS		1.79-4	2.81			1.03-3	0.9928-2	0.85-1	
200325	39	50	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	38	100 EA	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	40	25	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY		1.84	1.32-1			2.39	1.36-2	1.81-4	1.49-3
200331	41	500 EA	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: ORANGE (Send Sample)		6.09-3	6.17-4		5.10-2	2.997 Wrong Item		4.95-1	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	42	500 EA	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERRED		3.72	3.7		1.60-1	2.9544-4	4.42	2.69-3	2.57-2
200331	43	3000 EA	BLOOD COLLECTION TUBES, (PLASTIC TUBES ONLY) - RED TOP, 5 ML DRAW <u>GLASS TUBES WILL NOT BE ACCEPTED!</u>		0.20-4	0.18-3			0.2797		0.1739-1	0.176-2
200331	44	100 EA	BLOOD PRESSURE CUFF, ADULT: MABIS style		9.56	6.56-3		15.99	25.47	7.00-4	4.83-2	4.83-1 hx
200331	45	25 EACH	BLOOD PRESSURE CUFF, ADULT: NON-LATEX		9.06	5.82		5.70-4	4.94-3		4.83-2	4.83-1 hx
200331	46	30 EA	BLOOD PRESSURE CUFF, CHILD: MABIS style		19.86	7.5		16.15	4.74-1	7.00-3	7.48-4	4.83-2
200331	47	50 EA	BLOOD PRESSURE CUFF, INFANT: MABIS Style			9.5		16.15	4.74-1	7.00-4	6.83-3	4.83-2
200331	48	50 EA	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style		22.76	7.92-4		23.96	6.03-2	7.00-3	9.19	4.99-1
200331	49	25 EA	BLOOD PRESSURE CUFF, THIGH: MABIS Style			11.14-4		19.68	6.41-2	23.33	8.98-3	5.33-1
200331	50	250 EA	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.			0.9		0.75-4	0.50-1	0.81	0.73-3	0.69-2
200331	51		BURN SHEET 60" X 90"		1.77-3	1.27-1		1.99	2.13	1.87-4	1.98	1.64-2
200325	52	200 EA	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT			13.00-3			10.97-2	10.24-1		
200331	53	100	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100)		0.06	0.05-4		0.0531	0.0488-3	0.0539	0.04518-1	0.0484-2
200300	54	20 EA	CHILD TRANSPORT SEAT, "FERNO PEDI MATE"		327.72	238.01-1		299.52	254.64-3	282.95-4	244.02-2	297.1
200331	55	1500 EA	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE			3.87-3		4.55	4.13	4.00-4	3.86-2	3.81-1
200335	56	500 EA	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped		0.29	0.16-2		0.1458-1	0.66	0.5725	0.24-4	0.23-3
200331	274	NEW	CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)							24.388-2	16.20-1	
200331	275	NEW	CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)								16.20-1	
200331	273	NEW	CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)							72.80-2	46.78-1	
200331	34		CPR VENTILATION TIMING LIGHT: (O-TWO MEDICAL): ADULT AND CHILD VERSIONS.			2.59-1			3.68-2			
200325	57	10	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT		1213.32-4	3286.51			905.52-2	1001.61-3	880.00-1	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200325	264	NEW	DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED		1.30 Unable to Locate	3.52-3			1.72-2	1.25 Wrong Item	1.60-1	
200325	59		DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS			7.80-4			2.13-1	2.40-2	3.58-3	
200325	58	400 EA	DEXTROSE 25 GM/50 ML; PFS @ 10 to a Pack. (NEEDLELESS)			27.89-4			10.85-3	8.88-2	7.88-1	
200325	60	250 EA	DILTIAZEM 25MG/5ML REFRIGERATED VIALS		2.44-2	22.00-4			2.29-1		3.20-3	
200331	61		DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY		0.36	0.27-2			0.28-4	0.27-3	0.3	0.27-1 hx
200331	63	2000 EA	DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX <u>NO</u> SUBSTITUTIONS.		0.71	0.54			0.3407-3	0.2516-1	0.32-2	0.42-4
200325	64		DROPERIDOL 5MG/2ML VIALS			9.20-1						
200331	65	10 EA	DRUG CASE, PELICAN #1550 HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.		301.04	169.59-1			242.90-3	327.05	229.00-2	251.55-4
200331	62		DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING & PLASTIC BLUNT CANNULA FOR ACCESS INTO A SPLIT SEPTUM.			0.38-1		0.4526	0.42	0.393-3	0.385-2	0.3933-4
200331	66	50 EA	EASY CAP EtCO2 DETECTOR, ADULT		11.74	8.39-2		7.40-1	9.54	8.94	8.75-3	8.83-4
200310	67		ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)		0.37	0.28-3		0.293-4	0.192-1	0.304	0.20-2	0.299
200331	68	50 EACH	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING)		11.94	4.33-2		5.7	4.87-4	5.28	4.52-3	3.10-1
200331	69	250 EA	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)			0.11 DNMS		0.15 DNMS	0.16 DNMS	0.5542-2	0.86-3	0.48-1
200330	70	200 EA	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)		1.16	0.83		0.68-1	0.77-3	0.82	0.80-4	0.75-2
200325	71	1500 EA	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)		6.53-4	36.57			5.45-2	6.10-3	5.25-1	
200325	72	250 EA	EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.			65.08-3			2.58-1	72.67-4	17.68-2	
200325	263	NEW	ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED		10.96-4	29.69			9.14-3	8.62-2	8.38-1	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	73	200 EA	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)			4.41-4		3.04-1	4.11-3	7.97	7.74	3.08-2
200331	74	100 EA	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)			4.41-3		3.04-1	4.73-4	7.97	7.74	3.08-2
200331	75	250 EA	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)		3.54	2.49-2		3.4	2.66	2.61-3	2.48-1	2.62-4
200331	76	100 EA	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)		1.99	0.9		0.85-4	0.71-1 hx	0.92	0.71-2	0.76-3
200331	77	100 EA	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)		1.19	0.85		0.74-4	0.50-1	0.81	0.67-3	0.54-2
200331	79	200 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINE PERFIT ACE)		8.8	4.92-2		5.6	3.65 DNMS	5.22-4	3.75 -1	5.20-3
200331	80	500 EA	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE)		6.7	4.92-2		5.10-3	3.65 DNMS	5.22	3.75-1	5.20-4
200331	78	200 EA	EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS.			17.54-2		4.50 DNMS	3.75 DNMS	10.67-1		
200325	81	750 EACH	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials)			4.20-3			1.711-1		3.00-2	
200331	83	10	FERNO CODE 1 PEDI Bag w/ pouches, RED					167.50-1	204.12-2			
200331	82	10	FERNO TRAUMA A/W Mgmt. BAGS. Red			220.81 Wrong Item		235.12-1			240.00-3	238.00-2
200670	276	NEW	GLOVES MICROFLEX LIFESTAR XS-XXL			0.13	0.03 Unable to Locate (wrong Brand)	0.1105-3	0.1054-2	0.12-4	0.099-1	0.1445
200670	277	NEW	GLOVES SUPRENO EC PF XS-XXL		0.172	0.15		0.125-3	0.113-2	0.14-4	0.102-1	0.1544
200670	85		GLOVES, POWDER FREE NITRILE EXAM GLOVES - APEX PRO by DIGITCARE (ONLY). MUST MEET NFPA 1999 (2013 EDITION). SIZES: X-TRA SMALL THRU XX-TRA LARGE.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200670	84	500 BOXES EACH	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)		0.227	0.12 Wrong Item		0.218-4	0.1398-1	0.1976-2	0.128 Unable to Locate	0.2024-3
200325	86	300 EA	GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)			686.65-4			184.36-2	212.80-3	183.95-1	
200325	87		HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)			82.57-4			3.40-2	7.38-3	2.55-1	
200331	88		HALO CHEST SEALS (2 PACK)			7.79-4		8.635	5.49-1	6.74-2	7.31-3	11.38
200331	89	2000 EA	HAND SANITIZER, ANTISEPTIC TOWELETES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS		0.22	0.16-2		0.1844	0.2064	0.1688-3	0.159-1	0.1752-4
200331	90	250 EA	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS		1.39-2	1.38-1		1.7	1.99	1.42-4	2.71	1.42-3 hx
200335	91	200 EA	HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS		6.11-4				5.02-3		5.00-2	4.77-1
200331	92	3000 EA	I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free)		7.12	3.36-4		1.17 UTI	1.85-3	4.23	1.64-1	1.67-2
200331	93	250 EA	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)		1.87	4.24		1.15	1.57-3	2.52-4	1.42-2	1.38-1 hx
200331	95	30 BX	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)		2.1116	1.58-4		1.3568-2	1.69	1.7	1.33-1	1.4888-3
200331	96	100 BX	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)		1.95	1.44-3		1.3568-2	1.69	1.7	1.33-1	1.4888-4
200331	97	100 BX	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)		1.92	1.44-3		1.3568-2	1.69	1.7	1.33-1	1.4888-4
200331	98	100 BX	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)		1.93	1.44-3		1.3568-2	1.69	1.7	1.33-1	1.4888-4
200331	99	30 BX	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)		1.92	1.44-3		1.3568-2	1.69	1.7	1.33-1	1.4888-4
200331	100	30 BX	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)		1.93	1.44-3		1.3568-2	1.69	1.7	1.33-1	1.4888-4
200331	101		I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.		1.74-3	1.06 Part Number Shows Discontinued			1.34-1		1.42-2	

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200331	94	200 EA	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE			15.32-2		7.77-1	17.06-4		20	15.42-3
200331	102	4000 EA	I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; <u>LARGE BORE</u> (PREFERRED: ICU MEDICAL B9900-297) (Latex Free)		3.52-3	3.12-2			1.23 DNMS		1.22 DNMS	1.30-1
200331	103	100 EA	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)			10.81-3		7.89-2	15.73	14.21	13.16-4	7.67-1
200670	104	200 EA	INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT)			4.26-4			5.37	3.13-1	4.20-3	3.40-2
200325	105	1200 EA	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)			3.49-3		3.30-1	1.11 DNMS	1.0466 DNMS	3.33-2	
200331	106	400 EA	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)		0.35-4	0.18-1	0.25-3	0.3854	0.25-2 hx	0.43	0.52	0.39
200331	266	NEW	IRRIGATION CAP WOUND SHIELD (662209)		2.20 DNMS	3.33-1			4.28-2	4.1524 DNMS	16.80-3	2.92 DNMS
200331	110	25 BX	K Y JELLY .09 OZ FOIL PACK			0.06		0.04159-3	0.0631	0.03166-1	0.05-4	0.0393-2
200331	111	10 EA	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125		132.28	88.5		61.23-4	51.11-1	111.97	57.00-3	53.69-2
200325	107		KETAMINE: 500MG/10ML VIALS		5.60-2	13.40-4			4.24-1		12.00-3	
200331	109	10	KING VISION REUSABLE DISPLAY (KVISO1)		2214.43	1653.26-4		1294.00-3	1040.00-2		1038.00-1	1665.5
200331	108	300	KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)		45.49	33.04-4		28.73-3	26.50-1		26.90-2	33.27
200331	112	75 BX	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS			0.1		0.097-4	0.1359	0.0957-3	0.0899-2	0.0888-1
200331	260	NEW	LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)						15.04-2	14.347-1		
200325	113	600 EA	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)			9.64-4			3.75-2	4.57-3	2.85-1	
200331	116	10	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)			68.28-1		84.9125	81.95-4		74.75-2	78.40-3
200331	114	100 EA	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (<u>PHYSIO CONTROL BRAND #11576-000047 ONLY</u>)			34.34-2		38.7933	34.605-3	37.12	33.18-1	36.45-4

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200331	115	10	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)					85.0633	74.3233-2	81.14-4	73.17-1	79.10-3
200331	118	10 EA	MAGILL FORCEPS, ADULT		4.64	3.22 Unable to Locate		3.70-4	3.42-2	3.28-1	3.45-3	4.02
200331	119	10 EA	MAGILL FORCEPS, PEDI			3.22 Unable to Locate		3.7	2.88-1	3.00-2	3.45-4	3.68
200325	120	150 EA	MAGNESIUM SULFATE, 1 GM VIALS			1.31 Wrong Item			1.86-2	1.95-3	1.78-1	
200331	121	100 EA	MALE URINAL, PLASTIC			0.47-3		0.75	0.57	0.49-4	0.42-2	0.34-1
200325	122	250 EA	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)			36.07-4			10.09-2	10.4236-3	9.10-1	
200335	123	200 EA	MULTI TRAUMA DRESSING 10" X 30"		1.31	1.38		0.71-2	0.74-3	0.35-1	0.75-4	0.75-4
200670	124	200 EA	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.		1.04	0.84-3	0.32 Unable to Locate	1.255	0.942	0.9335-4	0.78-1	0.826-2
100875	125	100 BX	NAIL POLISH REMOVER PACKS	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	126	750 EA	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)			132.04-4			34.38-1 hx Shipping	36.76-3	34.35-2	
200331	128	4000 EA	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)		0.51	0.18-1		0.27	0.27-4 hx	0.27	0.24-2 hx	0.24-3
200331	127		NASAL CANNULA, PEDI (LATEX FREE)		0.64	0.18-1		0.37	0.26-2	0.29-3	0.47	0.35-4
200331	129	100 EA	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)		2.46	2.36		2.41	1.25-1	2.00-3	2.00-2 hx	2.11-4
200331	133	200	NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 19826000)		2.71-3			0.78 DNMS	0.38 DNMS		0.85-1	0.88-2

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200331	130	100	NEBULIZER 90 DEGREE CONNECTOR: WITH 22MM ID / 22MM OD ENDS.			0.48-2			0.38 DNMS		0.72-3	0.39-1
200331	131	100	NEBULIZER STRAIGHT CONNECTOR: MUST HAVE 22MM FEMALE/15MM FEMALE ENDS			1.01		0.25-1	0.28-3		1.00-4	0.27-2
200331	135	500 EA	NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)			0.91		0.89	0.79	1.42	0.97	2.60-1
200331	134	500 EA	NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free)			2.09		0.89	1.23	1.6	1.42	1.99-1
			Above two items chosen to purchase from same vendor based on proven history and exact material with bigger canister									
200331	136	200 EA	NEBULIZER, INLINE KIT: WITH 4-6 FOOT SUPPLY TUBING, AND TEE CONNECTOR. TEE CONNECTOR ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	132	200	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #15016000 PREFERRED.								0.81-1	
200331	137		NEBULIZER: SUPERSSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031)						2.37-2		2.31-1	2.38-3
200335	138	500 EA	NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)		0.298	0.28 Wrong Brand		0.424	0.2976-3	0.2792-2	0.28 Wrong Brand	0.224-1
200335	139	250	NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE		0.298	0.28 Wrong Brand		0.287	0.2384-2	0.2792-3	0.28 Wrong Brand	0.224-1
200331	140	10	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)		5.28	3.70-2		3.15-1	4.13	3.89-4	3.74-3	4
200325	141		NITRO -BID FOILPAKS: NDC 0168-0326-08		2.96	2.13-1			2.45-4	2.3593-3	2.22-2	
200325	142	200 EACH	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.			1.03-1			1.2096-3	1.3716-4	1.15-2	

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200331	143	1000 EA	NON REBREATHING MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)		0.88	0.64-4		8.15	0.63-1 hx	0.44 DNMS	0.63-2	0.64-3 hx
200331	144	500 EA	NON REBREATHING MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)		1.44	1.04		8.15	0.63-1	0.72-3	0.79-4	0.67-2
200325	145	100 EA	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)		29.04 Unable to Locate	26.00 DNMS			8.49 DNMS	22.31-2	22.30-1	
200325	146	2000	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)		0.813	1.17			0.30-1	0.4628-3	0.59-4	0.289-2
200325	147	200	NORMAL SALINE, 100 CC BAGS		3.03 Unable to Locate	8.20-4			2.10-1	1.70-2	3.20-3	
200325	149	2000 EA	NORMAL SALINE, 1000 CC BAGS		2.81 Unable to Locate	13.12-4			4.01-1	2.52-2	7.00-3	
200325	148	2000 EA	NORMAL SALINE, 500 CC BAGS		2.73 Unable to Locate	13.12-4			4.67-1	2.47-2	7.00-3	
			Purchase above 4 items of saline from same vendor for delivery and no limit on quantity purchase									
200331	265	NEW	NOSE CLIP PLASTIC		0.924	0.23-1		0.455	0.3154-4	0.351	0.24-2	0.25-3
200331	150	50 EA	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.		13.47	9.46-4			8.81-2		8.16-1	9.13-3
200331	151	100 EA	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)		0.33833	0.15-2		0.2	0.13-1	0.22	0.16-4	0.16-3 hx
200331	157	10	OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.			164.94		41.52-3	41.14-2	107.97	43.00-4	28.35-1
200331	152	50 EA	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)		4.56	1.85-2		1.99-4	1.25-1	1.86-3	1.25 Wrong Item	2.73
200331	153	50 EA	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)		1.99 Unable to Locate	1.85 Wrong Item		4.69-2			4.25-1	
200331	154	10 EA	OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.		34.40-4	35.18		19.20-3	17.39-2	10.90-1		

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200331	156	30 EA	OXYGEN: FLOW METER; <u>REPLACEMENT OXYGEN TREE - PLASTIC</u>		0.72	1.01		0.38-2	0.27-1	0.54	0.39-3	0.40-4
200331	155	10 EA	OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (0-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).			43.64-2		37.25-1	43.82-3	96.91	45.47-4	49.32
200331	158	10 EA	OXYGEN: <u>PRESSURE REGULATOR</u> , HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.			164.94-3		61.29 Wrong Item	71.04-1		72.00-2	
200331	159	2000	OXYGEN: <u>SUPPLY TUBING</u> , UNIVERSAL (APPROX. 7 feet length)		0.53	0.27-3		0.38	0.23-1 hx	0.34-4	0.39	0.22-2
200670	162		PARA SHIELD FACE SHIELD WITH MASK		10.26	1.02-3		0.98-2	4.04-4			0.50-1
200331	160		PATIENT RESTRAINTS LEG, POSEY 2791Q		37.08	24.67-1		35.78	27.89-4		25.00-2	27.26-3
200331	161		PATIENT RESTRAINTS WRIST, POSEY 2790Q		37.08	25.33-1		35.78	28.18-4		25.00-2	27.26-3
			Purchase above 2 items from same vendor.									
200331	164	200 EA	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)			1.32-1		1.495-2	15.52 Wrong Item		2.50-3	
200331	163	200 EA	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)			2.76-2		3.2933	3.12-4	4.2905	2.84-3	2.76-1 hx
200331	165		PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.		1.18	0.88		0.6416-4	0.6366-3	0.5833-2	0.84	0.55-1
200310	166		PHILIPS ECG MONITORING ELECTRODES, M2202A		0.4	0.30-4	0.08 Unable to Locate	0.344	0.28-2	0.29-3	0.268-1	
200310	167		PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A		20.43-4	14.60-3		11.44-Wrong Brand	8.23-1	14.49-2	9.02-Wrong Brand	
200310	168		PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A					16.19 Wrong Brand	9.38-1	14.49-2	9.93 Wrong Brand	
200310	169		PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920		14.21-4	10.16-3		16.7424	7.69-1	10.07-2	9.01 Wrong Brand	
200310	170		PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923			16.43-2		20.8988	12.00-1	20.15-4	19.24-3	

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200310	194		PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY		150.63 Unable to locate	182.65-3		220.21-4	163.41-2	156.82-1	259	
200310	176		PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE		277.13-4	83.38 DNMS		235.30-3	189.61-1		192.45-2	
200310	174		PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176171)		119.95	88.66-1		104.82-3	75.13 DNMS	105.00-4	99.96-2	
200310	178		PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)		7.000625	2.67-2		1.57-1	4.40-3	4.65	4.60-4	
200310	171		PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR			97.52 DNMS			111.02-1		111.95-2	
200310	175		PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS (SNAP ON STYLE 989803176161)		138	93.87-2			81.25 DNMS	90.00 Wrong Item	93.00-1	
200310	179		PHILIPS MRX; LITHIUM ION BATTERY MODULE		429.14	320.40-4		385	293.53-1	311.25-3	296.00-2	
200310	180		PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M			53.94-3			51.95-2	54.76 Wrong Item	51.52-1	
200310	172		PHILIPS MRX; Q-CPR COMPRESSION SENSOR (SECOND GENERATION).						3.775 Wrong Item			
200310	173		PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS		5.17-4	3.70-1		5.55	3.775-3		3.77-2	
200310	181		PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER		285.42-4	203.82-3		163.36 Wrong Item	192.57-2		186.00-1	
200310	182		PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER		258.75-4	203.82-3		175.12 Wrong Item	189.57-2		186.00-1	
200310	183		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI		12.62	9.02-2		12.30-4	9.47-3		8.60-1	
200310	184		PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT		15.36	10.98-3		14.7	10.4935-1 hx Delivery	11.1375-4	10.415-2	
200310	185		PHILIPS MRX; TEST LOAD FOR USE W/ M3506A			92.35-3		110.32-4	88.85-1		89.70-2	
200310	192	2000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS		59.09 Unable to Locate	20.93-3	0.08 Unable to Locate	14.01-1	14.91-2	21.75	21.30-4	
200310	193	1000 ea	PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS		29.58	22.09-4		14.01-1	14.91-2	21.75-3	22.77	
200310	188		PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM			23.65-4		14.20-1	19.42-2	5.40 Wrong Item	23.50-3	
200310	186		PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM			19.95-3		8.99-1	20.89-4		19.40-2	
200310	189		PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM			24.38-4		15.89-1	22.67-2		23.50-3	
200310	187		PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM			21.43-3		10.20-1	23.51-4		20.87-2	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200310	190		PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM			38.42-2		19.78-1	60.59-4		40.00-3	
200310	191		PHILIPS NECLOR SpO2 ADAPTER CABLE		191.45	162.13-4		157.85-3	128.28-2		127.00-1	
200310	177		PHILIPS RX; AC POWER MODULE			327.35-4		365.96	281.84-2	289.09-3	249.31-1	
200331	195	50 BX	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER		0.48	0.26-3		0.2633-4	0.2755	0.1533-1	0.3	0.189-2
200331	196		PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.			4.60-2		3.7675 Unable to Identify	2.02 DNMS		4.00-1	
200331	197	30 EA	PROVIDINE IODINE PREP PADS		0.044	0.04		3.6	0.0362-4	0.0305-2	0.0299-1	0.033-3
	270	NEW	QUANTUM ACR4 CHILD RESTRAINT			616.53-3		180.08 Wrong Item			603.72-2	579.00-1
200335	198	500 EA	QUIKLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	28.68 DNMS	44.88	33.11-2		35.30-4	29.89 DNMS	33.36-3	32.42-1	35.8
200675	199		RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.									
200331	200	10 EA	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platinum coated Stainless Steel Blade		0.44-4	0.32-3			0.0733 DNMS	0.3032-2	0.32 UTI	0.30-1
200325	201		REGLAN (METOCLOPRAMIDE); 10MG/ML IN 2ML VIALS (VIALS ONLY)		1.30 Unable to Locate	6.28-3			0.04 DNMS	1.25-1	2.40-2	
200331	202	100 EA	RING CUTTER		1.64 Unable to Locate	3.44-1		4.30-3	4.20-2	5.83	5.40-4	10.16
200331	267	NEW	ROCHESTER CURVED FORCEPS 8.50" (2812-80994)			57.93 UTI		3.70 Wrong Item	3.84-1			
200325	203	50	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.			21.20-3			6.83-1		6.969-2	
200331	204	10 EA	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!			0.12 Wrong Item		1.80-4	1.81	1.69-2	1.68-1	1.73-3
200331	205	500 EA	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)		0.87	0.63-2		7.04	0.69-4	2.072	0.58-1	0.65-3
200300	206	50 EA	SCOOP STRETCHER: FERNO MODEL 65		441.17	320.40-2		515.2	193.87-1	937.5	426.00-4	387.78-3
200331	207	1000 EA	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)			2.52-2		2.99	2.69	2.5656-3	2.44-1	2.59-4

Bidder's Name: _____

Bidder's Signature: _____

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	208	500 EA	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)			4.53-2			4.94-4	5.6	4.49-1	4.66-3
200331	209	100 EA	SHARPS SHUTTLE, FOR USE IN MED KIT.			1.43-2		1.58-4	3.79 Wrong Item	1.50-3	1.42-1	1.38 Wrong Item
200325	210	100 ea	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS		13.64-4	33.21			12.42-3	9.76-2	9.44-1	
200331	211	50 EA	SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.		0.23	0.21-4		0.22	0.15-1	0.34	0.19-3	0.17-2
200331	212	200 EA	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)		8.5	4.44 DNMS		7.99-4	7.07-3	6.67-2	6.50-1	2.99 DNMS
200331	213		SPLINT, PELVIC BINDER - SAM PELVIC SLING II		74.35	52.72 UTI		72.85	53.65-1	55.50-3	54.25-2	65.62-4
200331	214	1000 EA	SPLINTS 9", PADDED I.V. ARM BOARD		6.27	0.81-3		0.85-4	0.9	1	0.41-1	0.51-2
200335	261	NEW	SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)									77.2333-1
200325	215	100 EA	STERILE WATER FOR INJECTION, 10ML VIAL		2	3.32			1.07-3	1.1172-4	0.86-1	0.99-2
200325	216	100	STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)		4.98	13.44			2.24-3 hx	2.24-4	2.23-2	1.26-1
200331	217	100 EA	STETHOSCOPE DUAL HEAD, GENERIC		19.24	2.90-3		2.28-2	3.47	3.09	3.02-4	1.70-1
200300	219	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK)						7.01 Wrong Item			24.97-1
200300	218	5000 EA	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)						31.82 Wrong Item			6.55-1
200300	222	20	STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Graham Medical - GRA 53378)		1.64-4	0.97 DNMS		1.67	1.088 DNMS	1.316-3	1.30-2	1.21-1
200300	221	20	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .		0.52-4	0.35-2		1.1158	1.8312	0.4026-3	0.34-1	0.57

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200300	220	50 EA	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER (ONLY) MINIMUM 800 LB. WEIGHT CAPACITY			17.11-4		18.1	16.50-3	17.18	15.48-1	15.53-2
200300	224	300 EA	STRYKER: FOWLER O2 BOTTLE HOLDER COVER (P/N 6500-001-260)									
200300	223	200 EA	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)							172.90-1		
200331	225	300 EA	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)		3.78	2.85		2.38-1	2.84-4	2.9	2.60-2 hx	2.60-3
200331	226	10 EA	SUCTION TIP, Hi-D Ducanto (NO SUB) by SSCOR (NON LATEX)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	227	5 EA	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)			1.00-3		0.95-2	0.51 DNMS	0.8242 DNMS	1.00-4	0.77-1
200331	228	10 EA	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)			639.69-4		635.12-3	519.85-2	39.38 Wrong Item	499.00-1	
200331	229	1000 EA	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]			34.75-3		33.69-2	39.29	31.95-1	36.00-4	
200331	230	1000 EA	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)			75.00-4		71.23-3	61.29-2	75.44	58.00-1	
200335	231	2000 EA	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box		0.462	0.03 Wrong Item		0.168-3	0.06 Wrong Item	0.3472-4	0.128-1	0.129-2
200335	233	500 EA	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.		0.14	0.03 Wrong Item		0.0705-2	0.09-3	0.1039-4	0.11	0.0575-1
200335	234	500 EA	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.		0.37	0.21-3		0.1996-2	0.22-4	0.2722	0.28	0.16-1
200335	232	1000 EA	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.		0.085	0.03-1		0.075	0.05-3	0.0639	0.06-4	0.0417-2
200335	235	500 EA	SYRINGE, 30/35 CC - LUER LOCK TIP without needle.		0.55	0.09-1		0.4024	0.33-3	0.3484-4	0.43	0.18-2
200335	236	200 EA	SYRINGE, 60 CC - CATHETER TIP without needle.		1.1	0.13 Wrong Item		0.475-4	0.45-3	0.2556-1	0.40-2	0.62
200335	237	100 BX	SYRINGE, 60 CC - LUER LOCK without needle.		0.62	0.38 Wrong Item		0.475-4	0.4952	0.4645-3	0.45-2	0.34-1
200335	238	200 BX	SYRINGE, 60CC - SLIP TIP without needle.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	239		TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)		1.11	0.61-1	0.65-3	0.625-2	0.66	0.6566-4	0.68	7.92

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CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	240	10	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)		2.42	1.22-1	1.30-3	1.25-2	1.33	1.3133-4	1.35	7.92
200331	271	NEW	Tape, Coban 1"		0.993	0.73-4		0.335-1	0.49-2	0.881	0.962	0.71-3
200331	272	NEW	Tape, Coban 2"		1.82	0.16 Wrong Item		0.5611-1	0.77-2	1.6102	1.28-4	1.28-3 hx
200325	241	10	TETRACAINE 0.5%. 2ML BOTTLES			36.77-3			7.49-2	7.29-1		
200331	244	2000 EA	THERMOMETER COVERS, FOR ABOVE ELECTRONIC UNITS	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	243	200 EA	THERMOMETER, ELECTRONIC. ORAL AND RECTAL SYTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	242	10	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	259	NEW	Thermovent HME Device (70-580011EA)		3.99-4				3.78-3		3.50-2	3.06-1
200331	245	50	TINCTURE OF BENZOIN; SWAB AMPULES		0.91 UTI	0.21-2		0.224-3	0.199 DNMS	0.1967-1	0.40 DNMS	0.184 DNMS
200331	246	10	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE			0.32		0.112-2	0.08-1	0.3056-4	0.20-3	0.066 Not Banded and Rolled
200331	247	5000 EA	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK		27.34	20.52-2		25.74	22.42-3	23.77	20.45-1	22.70-4
200331	248	100 EA	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE					78.52-4	71.25-3	60.51-2	59.00-1	
200325	262	NEW	TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED			62.72-2					37.00-1	
200335	249	100 EA	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)			0.27		0.2241-3	0.21-2	0.2258-4	0.32	0.19-1
200325	250	300 EA	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200325	251		TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA	NBA
200331	252	2000 EA	URINAL W/ LID: FOR USE ON AMBULANCE			0.49		0.75	0.43-3	0.49-4	0.42-2	0.34-1
200325	253	100 EA	VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.F.S. (NEEDLELESS)			95.23-3			34.51-2		32.50-1	

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

CS CODES		ESTIMATED QUANTITY PER YEAR	DESCRIPTION OF PRODUCT	Biologistex	NAO Global Health LLC	Henry Schein	Precision Disposable	Quad Med	Boundtree	Moore Medical	Life Assist	Midwest Medical
200331	254	250 EA	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE			0.43		0.3345-3	0.2308-2	0.4396	0.37-4	0.20-1
200331	255	250 EA	VENTILATION CIRCUIT W/SWIVEL & EXHALATION FILTER. ALLIED LSP #L599-190 ONLY		10.63	7.95-1		6.70 DNMS	8.59-2	10	8.62-3	8.83-4
200325	256		VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.			4.76-3			1.296-1		3.00-2	
200331	268	NEW	VETBOND SKIN ADHESIVE (TWM3M1469)			12.66 UTI			19.00-1			
200335	269	NEW	WOUND STAPLER 35 STAPLES PER GUN (218-8535)			7.35-1			9.6333-4	15.43	8.00-3	7.90-2
200325	258	100 Boxes	Zofran (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX		0.17 UTI	0.46-2			0.56 Wrong Item	0.1616-1	1.11-3	
200325	257	100 boxes	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS		0.41 UTI	1.66-3			0.316 Wrong Item	0.5324-1	0.60-2	
			NBA-NO BID ACCEPTED									
			DNMS- DID NOT MEET SPECIFICATIONS									
			UTI- UNABLE TO IDENTIFY									
			HX- PROVEN HISTORY SUPPLIER									

Bidder's Name: _____

Bidder's Signature: _____

Date: _____

WILLIAMSON COUNTY BID TABULATION
MEDICAL SUPPLIES FOR EMS
CONTRACT PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018
IFB 1704-161

RECOMMEND AWARD TO THE FOLLOWING:

<u>VENDOR</u>	<u>ITEMS</u>
BIOLOGISTEX	NO AWARD
BOUND TREE	2, 6-8, 10, 19-20, 26-27, 46-47, 50, 59-60, 67, 72, 76-77, 81, 84, 88, 101, 107-108, 111, 119, 126, 129, 143-144, 146-149, 151-152, 156, 158-159, 167-171, 176, 179, 184-185, 203, 206, 211, 213, 246, 256, 267-268
HENRY SCHEIN	33-34, 40, 51, 54, 62, 64-65, 90, 106, 116-117, 127-128, 141-142, 160- 161, 164, 173-174, 202, 232, 235, 239-240, 255, 266-266, 269
LIFE ASSIST	11-18, 21, 23-25, 30-32, 37, 41, 43, 53, 57-58, 71, 75, 79-80, 86-87, 89, 92, 95-100, 109, 113-115, 120, 122, 124, 132-133, 137, 145, 150, 153, 166, 175, 177, 180-183, 191, 196-198, 204-205, 207-210, 212, 214-215, 220-221, 228, 230-231, 247-248, 253, 262-264, 273-277
MIDWEST MEDICAL	3-5, 22, 35-36, 44-45, 48-49, 55, 61, 68-69, 91, 93, 102-103, 112, 121, 130, 134-135, 138-139, 157, 162-163, 165, 200, 216-219, 222, 227, 233-234, 237, 249, 252, 254, 259, 261, 270
MOORE MEDICAL	1, 28, 52, 63, 78, 104, 110, 118, 123, 154, 194-195, 201, 223, 229, 236, 241, 245, 257-258, 260
NAO GLOBAL HEALTH, LLC.	29
PRECISION DISPOSABLE	NO AWARD
QUADMED	42, 56, 66, 70, 73-74, 82-83, 94, 105, 131, 140, 155, 178, 186-190, 192-193, 225, 271-272
NO BID AWARDED	9, 38-39, 85, 125, 136, 172, 199, 224, 226, 238, 242-244, 250-251

** SECONDARY, TERTIARY, QUANTERNARY VENDORS ARE NOTED IN BID TAB **

Commissioners Court - Regular Session

31.

Meeting Date: 06/20/2017

Award RFP 1702-144 Third Party Administrator for Self-Funded Benefits

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP#1702-144, Third Party Administrator, self-funded option for Medical, Dental & Vision coverage, Wellness/Biometric Program Management, Prescription Drug Card Services - Retail Card and Mail Order, Pre-Certification/Large Case Management, Disease Management/Diabetic Plan Management and Section 125 Claims Administration, to the best proposer, United Healthcare Services, Inc. and authorizing County Judge to execute agreement.

Background

After careful analysis of all available information including but not limited to the six (6) responses to the RFP for various combinations of the requested services, In-person interviews, financial modeling of future costs, and Network Access, it is the recommendation of the selection committee that the best candidate for TPA services for all lines of coverage (Medical, Dental, Vision, Wellness Administration, COBRA services, and Flexible Spending Account administration) is United Healthcare.

United Healthcare was selected to be recommended for the award of the contract with the initial term beginning January 1, 2018 and ending December 31, 2020. There will be two additional annual extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Recommendation letter](#)

[score sheet](#)

[Wilco UHC ASA](#)

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 06/15/2017

Reviewed By

Dianne West
Wendy Coco

Date

06/15/2017 11:48 AM
06/15/2017 11:51 AM
Started On: 06/14/2017 10:32 PM

**Williamson County Benefits RFP (Medical/RX/Wellness/Dental/Vision/COBRA/FSA) –
Recommendation**

After a careful analysis of all available information, including but not limited to: Official responses to the RFP, In-person interviews, Financial modeling of future costs, and Network Access, it is the Recommendation of the selection committee that the best candidate for TPA services for all lines of coverage (Medical, Dental, Vision, Wellness Administration, COBRA services, and Flexible Spending Account administration) is **United Healthcare**.

United Healthcare was selected as one of two finalists along with the incumbent carrier Aetna. The reasons for recommending **United Healthcare** are as follows:

Medical:

- **Superior Network access for local employees, dependents, and out-of-area students.**
- **Tiered Network solutions that provide a Seton specific plan, but with access to other providers with and expanded network for a lower cost alternative.**
- **Teladoc provider access with video component included.**
- **Wellness plan administration through United Personal Rewards Program (e.g. wellness tracking tools, portals, reporting, and administration).**
- **Minimal member disruption for both the Limited Network option, and PPO alternative.**
- **Access for members to Premium-Designated Physicians.**
- **Better arrangements to serve out-of-area members.**
- **UHC has a significant amount of experience with Public Entities in Texas.**
- **Proven track record of excellent Account Management. Top notch Implementation team.**
- **Potential for additional savings through more efficient Network/Account Management.**
- **More flexible reporting capabilities which are available typically within 15 days after the end of prior month.**

Dental:

- **Bundled Pricing Discount by adding other lines of coverage through UHC.**
- **Ease of Administration with all lines of coverage under one carrier.**
- **Above average network.**

Vision:

- **Bundled Pricing discounts.**
- **Ease of Administration.**

COBRA Administration

- **Complete COBRA administration including, reporting, and communication.**

FSA Administration

- **Bundled Pricing with all other UHC Lines.**
- **Ease of administration.**

Other

- **The Selection Committee requested Fully Insured options from each of the carriers.**
- **Only one carrier (1) supplied quotes and they were Illustrative, dependent on updated claims experience which was closer to the proposed effective date, 1/1/18. This is a standard assumption given the potential risk the vendor would be assuming. The illustrative rates were not competitive.**
- **Fully Insured quotes for a group the size of Williamson County are almost always higher than self-insured proposals due to the need to add state mandates, risk charges, and premium taxes to the existing cost structure.**

Williamson County Score Sheet
RFP# 1702-144 Third Party Administrator for Self-Funded or Fully Insured Benefits
Friday, April 21, 2017 at 9AM

Aetna			Blue Cross Blue Shield			Cigna			Dearborn			Premier Pension Solutions			United Healthcare		
Raging provided	Rating	Date of Rating	Raging provide	Rating	Date of Rating	Raging pro	Rating	Date of Rating	Raging pro	Rating	Date of Rating	Raging provi	Rating	Date of Ra	Raging pro	Rating	Date of Rating
Yes	A	6/22/2016	Yes	A+	7/29/2016	Yes	A	6/24/2015	yes	A	7/29/2016	NO - not required as privately owned c	Yes	A	6/30/2016		
Yes	A2	2/16/2017	Yes	A2	Jan 2010/affirm	Yes	A1	7/31/2016	not rated			NO - not required as privately owned c	Yes	A1	6/6/2016		
Yes	AA-	2/14/2017	Yes	A+	5/27/2016	Yes	A	12/15/2016	yes	A	5/27/2016	NO - not required as privately owned c	Yes	AA	2/16/2016		
Yes			Yes			Yes			Yes			Yes					

provided basic financial information instead

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Williamson County Score Sheet
RFP# 1702-144 Third Party Administrator for Self-Funded or Fully Insured Benefits
Monday, May 1, 2017 at 9AM

Medical RFP

Evaluation Criteria	Total points possible	Aetna	Blue Cross Blue Shield	Cigna	United Healthcare
		Self-Funded	Self-Funded	Self-Funded	Self-Funded
Customer Service	10	7.5	8	5	8.5
Administrative Flexibility	10	6	6	4	7
Experience	20	16	16	10	16
Network	20	16	14	14	17
Cost (/Lowest Respondent's Proposal/Respondent's Proposal X 40 (points)	40	37.6	34.3	40.0	37.2
TOTAL POINTS	100	83.1	78.3	73.0	85.7

15.3	16.8	14.4	15.5
0.94117647	0.857142857	1	0.929032258

Williamson County Score Sheet
RFP# 1702-144 Third Party Administrator for Self-Funded or Fully Insured Benefits
Friday, April 21, 2017 at 9AM

Dental RFP

Evaluation Criteria	Total points possible	Aetna	Blue Cross Blue Shield	Cigna	United Healthcare	United Healthcare w/ Packaged Savings
		Self-Funded	Self-Funded	Self-Funded	Self-Funded	Self-Funded
Customer Service	10	8	6	8	7	7
Administrative Flexibility	10	6	6	6	6	6
Experience	20	16	14	16	15	15
Network	20	13	13	12	14	14
Cost (/Lowest Respondent's Proposal/Respondent's Proposal X 40 (points)	40.00	40.00	39.49	39.97	39.86	40.00
TOTAL POINTS	100	83.00	78.49	81.97	81.86	82.00

1.155 1.17 1.156 1.159 1.142
1 0.9871795 0.999135 0.99654875 1.01138354

Williamson County Score Sheet
RFP# 1702-144 Third Party Administrator for Self-Funded or Fully Insured Benefits
Monday, May 1, 2017 at 9AM

Vision RFP

Evaluation Criteria	Total points possible	Aetna	Aetna	Cigna	Cigna	Dearborn	Dearborn	United Healthcare	United Healthcare
		Fully Insured	Self-Funded	Fully Insured	Self-Funded	Fully Insured	Self-Funded	Fully Insured	Self-Funded
Customer Service									
Administrative Flexibility									
Experience									
Network									
Cost (/Lowest Respondent's Proposal/Respondent's Proposal X 40 (points)									
TOTAL POINTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	1.155		1.156			1.159	1.142
	0	#DIV/0!	0	#DIV/0!	#DIV/0!	#DIV/0!	0
							0

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between United HealthCare Services, Inc. ("United" in this Agreement) and Williamson County ("Customer" in this Agreement) is effective January 1, 2018 ("Effective Date"). This Agreement covers the services United is providing to Customer, either directly or in conjunction with one of United's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

United HealthCare Services, Inc. identifies this arrangement as Contract No.: 911463

By signing below, each party agrees to the terms of this Agreement.

Williamson County
901 S Austin Avenue
Georgetown, TX 78626

United HealthCare Services, Inc.
185 Asylum Street
Hartford, CT 06103-3408

By: _____

Authorized Signature

By: Holly Durinick

Authorized Signature

Print Name: _____

Print Name: Holly Durinick

Print Title: _____

Print Title: Regional Contract Mgr.

Date: _____

Date: 6/15/2017

ASA 2Q 2016

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Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

IRS: The United States Internal Revenue Service.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Pharmacy: A retail pharmacy, mail order pharmacy, specialty pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense prescription drugs to Participants, and has entered into a Network Pharmacy agreement. An affiliate of United, in its capacity as a mail order pharmacy or specialty Pharmacy, is a Network Pharmacy of the Customer.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information United receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits United is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. United's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to United's contracted healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit, the Prescription Drug List, reimbursement rates, compensation arrangements, and all other financial provisions related to the pharmacy benefits contained in this Agreement. While the Prescription Drug List is considered United's Proprietary Business Information, it may be disclosed in the limited circumstances outlined in this Agreement. This information is collectively known as "United's Financial PBI".

Rebate: Any discount, rebate administration fees, price concession or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any discount, price concession or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. United has no liability or responsibility to provide these funds. This is true even if United or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems United owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires United to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide United with such communications which refer to United or United's services prior to distributing these materials to Employees or third parties. Customer will amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the services that United is providing.

Section 2.3 Plan Changes. Customer must provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the services United provides under this Agreement. Any change in the services to be provided by United under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. United will notify Customer if (i) the change increases United's cost of providing services under this Agreement or (ii) United is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if United notifies Customer that United is unable to reasonably implement or administer the change, United shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single “controlled group” as defined by the IRC. Customer agrees to provide United with a list of Customer’s affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to United. Customer will tell United which of Customer’s Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to United in a timely manner. United will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify United of any change to this information as soon as reasonably possible.

United will be entitled to rely on the most current information in United’s possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. United will not be required to process or reprocess claims, but if United agrees to do so, additional fees may apply.

United shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services United is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to United as compensation for the services provided by United. In addition to the fees specified in Exhibit B, Customer must also pay United any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. United can change the fees on each Term anniversary (“Renewal Term”), subject to the provisions of Exhibit B. United will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after United provides Customer with written notice of the new fees. United will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

United also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees including the termination of the Shared Savings, (ii) when there are changes in laws or regulations which affect or are related to the services United is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by ten percent (10%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 10% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. For the Standard Medical Service Fees described in Exhibit B, United will provide Customer with an on-line invoice in advance of the first of each month, typically no later than the 18th of each month. The Due Date for payment of the invoiced amounts is on the first day of the next full calendar month. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice).

Late Payment: If amounts owed are not paid within in accordance with the timing specified in Texas Government Code Chapter 2251 (“Grace Period”), Customer will pay United interest on these amounts in accordance with Texas Government Code Chapter 2251.

Section 3.4 Reconciliation. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer’s next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Section 4 – Records, Information, Audits

Section 4.1 Records. United will keep records relating to the services it provides under this Agreement for as long as United is required to do so by law.

Section 4.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement, except that United’s Financial PBI cannot be disclosed by Customer to any third party without United’s express written consent. This provision shall survive the termination of this Agreement.

Section 4.3 Access to Information. Other than as provided for in Section 4.4, if Customer needs United’s Proprietary Business Information in order to administer the Plan, United will allow Customer to use United’s Proprietary Business Information, if it is legally permissible, the information relates to United’s services under this Agreement, and Customer gives United reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement.

If Customer is subject to a Freedom of Information Act (FOIA) or a Texas Public Information Act (PIA) request and the request includes United’s Proprietary Business Information, Customer will contact United prior to releasing any information and give United the opportunity to review, respond and/or object to the FOIA/PIA request.

United will provide information only while this Agreement is in effect and for a period of twelve (12) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

United also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before United provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 4.4 Audits. During the term of the Agreement, and at any time within twelve (12) months following its termination, a mutually agreeable entity may audit United once each calendar year to determine whether United is fulfilling the terms of this Agreement. Prior to the commencement of this audit, United must receive a signed, mutually agreeable confidentiality agreement.

Without limiting the foregoing, with respect to audits regarding the payment of Rebates by pharmaceutical manufacturers, the audit must be conducted solely by a “big four” public accounting firm that maintains a separate and stand-alone audit department and is not providing support in conjunction with any litigation pending against United or its affiliates. However, if no “big four” public accounting firm is qualified to perform the audit due to the above requirements, another mutually agreeable firm meeting such requirements may be used.

Customer must advise United in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by United. All audits will be limited to information relating to the calendar year in which the audit is conducted, and/or the immediately preceding calendar year. With respect to United’s transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by United (“Scope”).

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer’s expenses and any applicable fees, Customer will also pay any extraordinary expenses United incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by United.

Customer will provide United with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.5 Service Auditor Reports. United may make its Type II service auditor report (“Report”) available to United’s self-funded customers each year for Customer’s review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE16 Type II Report available to United’s self-funded customers. The Report is United’s Proprietary Business Information and shall not be shared with any third parties without United’s prior written approval; provided, however, that Customer can share the Report with: (i) Customer’s independent public accounting firm; and/or (ii) Customer’s consultants, provided that such consultants are not in any way a competitor of United’s and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties’ obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement.

Section 5 – Taxes and Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against United as a claim administrator in connection with United’s services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse United through the Bank Account for Customer’s proportionate share of such Taxes (but not Taxes on United’s net income). United has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse United for a proportionate share of any cost or expense reasonably incurred by United in disputing such Tax, including costs and reasonable attorneys’ fees and any interest, fines, or penalties relating to such Tax, unless caused by United’s unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 (“PPACA”), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies United. To the extent authorized under Texas law Customer will indemnify United and hold United harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, United incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements United enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against United as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 United Indemnifies Customer. United will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) United or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of United or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) United's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and United's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against United. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against United to recover Plan benefits related to its duties under this Agreement (“Plan Benefits Litigation”), United will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against United and Customer. If Plan Benefits Litigation is begun against the Plan and United jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs United incurs will be paid by Customer (except as provided in Sections 3.3 and 6) if United gives Customer reasonable advance notice of United's intent to charge Customer for such fees and costs, and United consults with Customer in a manner consistent with United's fiduciary obligations on United's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of United’s termination due to Customer’s failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association (“AAA”). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. United’s services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, United may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) United gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed United when due under the terms of this Agreement, (v) United gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) United may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or United and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement’s application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. United can use its affiliates or subcontractors to perform United’s services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party’s written consent. That consent will not be unreasonably withheld. Nevertheless, United can assign this Agreement, including all of its rights and obligations to United’s affiliates, to an entity controlling, controlled by, or under common control with United, or a purchaser of all or substantially all of United’s assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of Texas. The venue of this contract shall be Williamson County, Texas. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, Williamson County Request for Proposal RFP# 1702-144 and United’s response, constitutes the entire agreement between the parties governing the subject matter of this Agreement, in the order of precedence identified below. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

The Agreement documents shall include the following, in order of precedence:

1. This Agreement for Administrative Services, including:
 - Exhibit A – Statement of Work
 - Exhibit B – Service Fees
 - Exhibit C – Performance Guarantees
 - Exhibit D – Business Associate Agreement
2. Attachment A – United’s Response to Williamson County Request for Proposal RFP# 1702-144 including BAFO
3. Attachment B – Williamson County Request for Proposal RFP# 1702-144

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants United permission to use Customer’s name, logo, service marks, trademarks or other identifying information to the extent necessary for United to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

Section 10.12 No Waiver of Sovereign Immunity of Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity of powers of Williamson County, the Williamson County Commissioners Court, or the Williamson County Judge.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services United has agreed to provide to Customer. Customer may request that United provide services in addition to those set forth in this Agreement. If United agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by United, for these additional services. The Services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. United will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

United generally does not employ Network Providers and they are not United's agents or partners, although certain Network Providers are affiliated with United. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. United is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through United's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. United's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with United's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as United makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if United makes the determination that the Network Provider failed to meet a standard, United will return to Customer the applicable amount. United shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Recovery Services

Claim Recoveries. United will provide recovery services for Overpayments, but United will not be responsible for recovery costs except as otherwise stated in this section. United will be responsible for recovery costs and reimbursement of any unrecovered Overpayment only to the extent the Overpayment was due to United's gross negligence.

In some instances, United may be able to obtain Overpayment recoveries by applying (or offsetting) the Overpayment against future payments to the provider made by United. In effectuating Overpayment recoveries through offset, United will follow its established Overpayment recovery rules which include, among other things, the prioritization of Overpayment credits based on the age of the Overpayment in United's system and funding type. In United's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before United actually receives the funds from the provider. Conversely, United may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the parties may retain any interest that accrues as a result of these timing differences. Details

associated with Overpayment recoveries made through offset will be identified in the monthly reconciliation report provided to the designated representative for Customer's Plan.

Subrogation. United will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except United to provide the services described herein without United's prior approval.

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by United through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery.

Recovery Process. Customer delegates to United the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if United decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less than the full amount of the claim. Customer acknowledges that use of United's standards and procedures may not result in full or partial recovery for any particular case. United will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. United may initiate litigation to recover payments, but United has no obligation to do so. If United initiates litigation, Customer will cooperate with United in the litigation.

If this Agreement terminates, or, if United's recovery services terminate, United can continue to recover any payments United is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

Fraud and Abuse Management. United or its affiliate will provide services related to the detection, prevention, and recovery of abusive and fraudulent claims. United's Fraud and Abuse Management processes will be based upon United's proprietary and confidential procedures, modes of analysis and investigations.

United will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and United's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if United decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to United the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. United does not guarantee or warranty any particular level of prevention, detection, or recovery. United agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if United's claim recovery services terminate, United can elect to continue fraud and abuse recoveries that are in progress, and the fees will continue to apply.

Services include all work to identify recovery opportunities, research, conduct data analysis, investigate, negotiate settlements without the use of outside counsel, and draft legal documents. If outside counsel is retained for a group of payers seeking the recovery, a proportionate amount of the outside legal fees, equal to the payer's exposure in the case to the total exposure in the case, will be deducted from the gross recovery amount, after the fee has been deducted. Customer will be given the option to participate or decline participation in the settlement.

Section A3 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits except when Customer is recognized as both the provider of covered services and the payee and check suppression services apply.

Bank Account. United, on Customer's behalf, will open and maintain a Bank Account at the Bank under United's sole control ("Bank") to provide United the means to access Customer's funds for the purpose of payment of Plan benefits, Plan expenses (such as state surcharges or assessments), or other Customer financial obligations and, when authorized by Customer, fees. The Bank Account will be a part of the network of accounts that have been established at the Bank for United's self-funded customers. The funds in the Bank Account are Customer's and will not be comingled with any other customer funds.

Balance In Account. Customer shall not be required to maintain a minimum balance in the Bank Account.

The allowance not to maintain a minimum balance is based on Customer maintaining compliance with the material financial obligations specified in this Agreement. In the event United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement, United may require Customer to maintain a minimum balance effective five (5) days from the date of notice to Customer.

Issuing and Providing Funds for Checks and Non-Draft Payments. Checks and/or non-draft payments will be written on and/or issued from one or more common accounts that are a part of the network of accounts maintained at the Bank for United's self-funded customers. When the checks for Plan benefits are presented to the Bank, the Bank will notify United and United will direct the Bank to either reject the checks or to withdraw funds from the Bank Account to fund the checks that are cashed.

Transfers of Funds. Funds will also be withdrawn from the Bank Account when a transfer of funds has been made electronically. United will direct the Bank to withdraw funds from the Bank Account to fund the non-draft payments or expenses as they are issued.

Calls for Funds. The withdrawals from the Bank Account are paid for by the balance Customer maintains in the Bank Account. This balance will be drawn down each banking day to satisfy the previous day's liability.

Every business day, United will notify Customer of the funding amounts that are due by providing a funding notification and an associated detail report to Customer, via electronic mail, by 9:30 am CST/10:30 am EST. The daily funding notification shall reflect the aggregated claims charges that United has processed and has paid electronically, or if paid by check has cleared through United's omnibus check writing bank account for payment for the prior daily Bank days' period ending on the prior business day. The detail report identifies the payments by structure.

If United does not provide the daily funding notification to Customer by 9:30 am CST in accordance with this Section, Customer shall not be required to fund the amount of the funding notification due until the following business day.

If the day that the funding notice is provided pursuant to this Section is a Bank holiday (where the Bank is closed), United shall provide the daily funding notification on the immediately preceding business day that is not a Bank holiday.

If the day that the funding notice is provided pursuant to this Section is a County Holiday or Staff Development day United shall provide the daily funding notification and the County will process the payment funding on the next business day.

Upon notice to Customer of the amount due, Customer will fund the designated amount(s) within one business days via wire transfer to the designated Bank Account for payment of Plan benefits. Customer will initiate the fund transfers unless United determines that Customer fails to comply with the material funding and financial obligations specified in this Agreement. If such a condition occurs, Customer agrees to authorize United to initiate the transfers. The number of days between transfers and the method of transfer are based Customer's compliance with material financial obligations. United reserves the right to increase the frequency of such fund transfers and/or change the method of transfer if United determines, based on reasonable information and belief, that Customer continues to fail to comply with the material financial obligations specified in this Agreement.

Underfunding. If Customer does not provide the amounts sufficient to maintain the required minimum balance in the Bank Account, or to cover Bank Account withdrawals: (1) Customer must immediately correct the deficiency and provide prompt notice to United. (2) If United learns of the funding deficiency, United will notify Customer within one business day so Customer can correct the deficiency. (3) United may stop issuing checks and non-draft payments and suspend any of its other services under this Agreement for the period of time Customer does not provide the required funding. (4) If Customer does not correct the funding deficiency within three banking days of United's notice to Customer, United may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding in accordance with Texas Government Code Chapter 2251.

Stop Payments on Outstanding Checks. At Customer's expense, United may place stop payments on checks if United determines that Customer has insufficient funds in its own designated funding bank account to honor such checks. United will send a search letter to the payee on all checks that have not been cashed within six (6) months. United will automatically stop payment on all checks that have not been cashed within twelve (12) months and provide Customer with reports Customer needs for the purposes of performing escheat. Customer is solely responsible for determining to file and/or filing unclaimed property once notified, or for making unclaimed payee payments directly.

Funding After Termination. When this Agreement terminates, the funding method will remain in place for the length of the run-out period. After the run-out period has ended, that funding method will cease and Customer will deposit and maintain in the Bank Account sufficient funds to cover all checks for Plan benefits that have been issued but not cashed. This balance will remain in the Bank Account for a limited period of time to fund the outstanding checks and other funding obligations. This period will be reasonable, as determined by United. United will stop payment on all checks that remain uncashed at the end of this period and Customer will request in writing to close the Bank Account and recover any funds remaining in it. United will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section A4 Medical Benefit Drug Rebate Payments

Allocation and Payment of Rebates. From time to time, United or a subcontractor may negotiate with drug manufacturers regarding the payment of medical benefit Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. Customer will receive 80% of the medical benefit Rebates United receives. United will retain the balance of such medical benefit Rebates as part of United's compensation. When United negotiates directly with drug manufacturers for the payment of medical benefit Rebates to United, United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates from the drug manufacturer. If United is not able to make payment to Customer within thirty (30) calendar days, United will pay interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay medical benefit Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Customer will only receive Customer's medical benefit Rebates to the extent that medical benefit Rebates are actually received by United. Thus, for example, if a government action or a major change in pharmaceutical industry practices prevents United from receiving medical benefit Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for medical benefit Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer's and Plan's entitlement to medical benefit Rebates (including forfeiture of any medical benefit Rebates earned but not paid). In addition, Customer agrees to reasonably cooperate with United in order to obtain medical benefit Rebates.

Subcontractor Compensation. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of medical benefit Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. United will provide information on the amount, if any, retained by the subcontractor as compensation for its services, in advance of Customer's execution of this Agreement. In addition, United will provide Customer with thirty (30) days advance notice of any material increase in or method for subcontractor compensation. If at any time Customer does not find the subcontractor compensation acceptable, Customer may terminate the medical benefit Rebates services after thirty (30) days advance written notice to United.

Section A5 Claims Determinations and Appeals

Claim Procedures. Customer appoints United a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, and (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals. As such, Customer delegates to United the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to United under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. If United denies a Plan benefit claim, in whole or in part, United will notify the claimant of the adverse benefit determination and the claimant shall have the appeal rights set forth in the Summary Plan Description, and/or those which are required under applicable law. If after the exhaustion of the two levels of internal appeal, United determines that the Plan benefit is still not payable, United will notify the claimant that the adverse benefit determination has been upheld. This determination will be final and binding on the claimant, and all other interested parties, except as otherwise provided under the external review program described in this Section.

Appeals of Urgent Care Claims. Notwithstanding the foregoing, with respect to Urgent Care Claims, United will conduct one review of a denied Urgent Care Claim and issue a final determination as soon as possible, in accordance with applicable law.

External Review Program. United will notify claimants of the option to request an external review of adverse benefit determinations following the required internal appeal process. United will, in accordance with applicable law: (i) provide claimant with the necessary procedures to obtain the review (ii) coordinate submission of the claimant's case to an independent review organization, and (iii) direct the independent review organization to notify the claimant of the final external review decision. A fee will apply beyond the maximum number of free reviews, as listed in Exhibit B, Fees.

Section A6 Systems Access

Access. United grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain United's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to United, the hardware, software, and Internet browser requirements United provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by United in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from United, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by United for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to United, and maintain appropriate logs and monitoring of system activity, Customer shall notify United within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by United which impact the System.

Termination. United reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by United, including any amendments thereto or (ii) immediately on the date United reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Services, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the

termination events described in this Agreement, Customer agrees to cease all use of Systems, and United will deactivate Customer's identification numbers, passwords, and access to the System.

Section A7 Pharmacy Benefit Services

Pharmacy Network. United or its affiliate will provide the Pharmacy Benefit Services described in this Section. United will make Network Pharmacies available to Customer Participants, through United's affiliate. United will determine which pharmacies are Network Pharmacies. Network Pharmacies can change at any time. United will make a reasonable effort to provide Customer with advance notice if any material changes occur to the network. Upon request, United will provide Customer information on the reimbursement rate to United's affiliated Network Pharmacies.

Mail Order Pharmacy Services. United will provide, through its affiliate, mail order pharmacy services for Customer's Participants. Customer's pricing terms for mail order pharmacy services are based on the actual package dispensed and at least a 46 day supply. Prescriptions filled through the mail order pharmacy that are less than a 46 day supply will be processed at retail pricing and will be counted with retail utilization.

Prescription Drug List (PDL). Customer has adopted one or more of United's PDLs for use with Customer's benefit plans. Customer agrees not to copy, distribute, sell, or otherwise provide the PDL to another party without United's prior written approval, except to Participants as described below. On termination of this Agreement or if Customer terminates the Pharmacy Benefit Services portion of this Agreement, Customer will stop all use of the PDL.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with, certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of an FDA-approved prescription drug product to a certain tier of the PDL by considering a number of factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety or relative efficacy of the prescription drug product, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the prescription drug product's acquisition cost including, but not limited to, available Rebates, and assessments on the cost effectiveness of the prescription drug product.

United may periodically down-tier the placement of a prescription drug product among the tiers. These changes may occur without prior notice. Once a year, United may also up-tier the placement of a prescription drug product among the tiers and/or recommend specific prescription drug product exclusions from coverage. United will provide notice to Customer of material changes to the PDL, United's drug tier classification procedures, coverage exclusions, and clinical programs. If Customer chooses not to implement a particular coverage exclusion or clinical program change, Customer needs to inform United in writing sixty (60) days prior to the effective date of the exclusion or change. Current drug placement and related information may be obtained from the website, or by calling customer service.

Claims Processing. United will process the claims received from a Network Pharmacy in accordance with the Summary Plan Description, as well as the pricing and other terms of the Network Pharmacy's participation agreement. On mail order and retail pharmacy services, United will retain the difference between what we reimburse the Network Pharmacy and Customer payment for a prescription drug product or service.

United maintains systems for processing pharmacy claims and may receive access fees as compensation for services United provides to Network Pharmacies.

Section A8 Pharmacy Benefit Rebates

Allocation and Payment of Rebates. United will negotiate with drug manufacturers for the payment of Rebates to United. The amount of Rebates that is available depends on many factors including whether Customer has an incentive benefit design, arrangements with drug manufacturers, the volume of prescription drug claims and the structure of the PDL. United will pay Customer an amount equal to 100% of the Rebates United receives (and United may pay interest on this amount as described in this Section). Customer agrees that all payments associated with Rebates and any related interest are not due and owing to Customer until United actually pays them to Customer pursuant to this Agreement.

Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

United will pay Customer the agreed upon Rebates within thirty (30) calendar days of United's receipt of such Rebates, generally four times per year. For any Rebates not paid to Customer within thirty (30) calendar days of United's receipt, United will pay Customer interest on such Rebates from the date of receipt until United makes payment to Customer, less approximately thirty (30) days for processing. United will retain interest earned during this processing timeframe. United will pay Rebates to Customer in the agreed upon amount no less than annually. Interest will be paid at the one month London Interbank Offered Rate (LIBOR) in effect on the first business day of each applicable month.

Payments to Pharmacies. In connection with prescription drug claims, there may be a timing difference between when United withdraw funds from Customer claims account and when United issues payments to pharmacies and other payees. United may retain interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Customer Compliance. Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Rebates on or the purchase of prescription drug products from any manufacturer with respect to the pharmacy benefits. If you or the Plan does, United may, without limiting United's right to other remedies, immediately terminate Customer and Plan's entitlement to Rebates (including forfeiture of any Rebates earned but not paid) and/or terminate the pharmacy benefit services. Termination of pharmacy benefit services shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates. Customer will encourage Customer Participants to use a Network Pharmacy. Customer will also encourage Customer Participants to electronically access the PDL on United's website, and encourage Participants to share the PDL with their physicians or refer their physicians to the PDL on United's website.

Schedule of Services

A. ACCOUNT MANAGEMENT SERVICES

Service	Comments
Implementation and maintenance of account.	
Enrollment meetings and support for locations that meet United's criteria.	Minimum six weeks notice of meeting.
Standard initial enrollment kit.	
Bulk mailing of initial enrollment kits to Customer based on United's criteria.	
Ongoing account management including: <ul style="list-style-type: none"> • Designated account resources. • Ongoing management and review of benefits and data. 	

Service	Comments
Standard accounting structure based on United's criteria: <ul style="list-style-type: none"> Suffixes to accommodate separate claims reporting for different benefit plans. Claim accounts to accommodate separate claims data for different locations and groups. 	
Maintenance of benefit plans. Electronic Bill Presentment and Payment (EBPP), which provides capabilities to: <ul style="list-style-type: none"> View invoices online. Sort and search enrollee information. Download billing information. Remit payment online. 	
Online administration services accessed through United's Employer eServices Web site including online eligibility maintenance and claim status inquiry.	Customer reporting is included to the extent indicated in Section D. eServices Customer Reporting Services.
Summary Plan Description (SPD) Assistance. United will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon with one additional draft, in response to Customer's comments, and a final draft SPD. "Plan", for purposes of this paragraph, means each individual plan design administered by United. The SPD will be in English.	If the SPD is not finalized sufficiently in advance of the Effective Date of United's services, United will either (i) utilize the summary of Plan benefits and exclusions that United has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at United's discretion, an operational SPD which will be based upon the summary of Plan benefits that Customer has reviewed and approved. United will administer claims and otherwise provide its services in accordance with this summary of Plan benefits and exclusions or operational SPD, as the case may be, and it will govern and remain in full force and effect until a final SPD is provided to United. Printing of SPDs is available at an additional cost.
Summary of Benefits and Coverage: <ul style="list-style-type: none"> Electronic version in United's standard format. For medical Plans administered by United. Initial request and up to 1 amendment per year. 	

B. ELIGIBILITY MANAGEMENT SERVICES

Service	Comments
Standard ID Card production and issuance.	United has assumed the addition of Customer's logo in an acceptable format to the ID card.
Alternative member ID numbers generated by United (not based on SSN).	
Electronic Eligibility Processing Electronic Enrollment processing: <ul style="list-style-type: none"> Each submission to be a single consolidated file. Separate eligibility submissions for COBRA. Initial load of primary physician data (when applicable) to be supplied electronically. 	

Service	Comments
<p>Submission format:</p> <ul style="list-style-type: none"> UnitedHealth Group® Standard 3005 Format; HIPAA 834 Compliant Format; or HR-XML format. Single data source required. <p>Submission frequency:</p> <ul style="list-style-type: none"> Changes file daily in combination with a full population file on a monthly schedule. <p>Or</p> <ul style="list-style-type: none"> Changes file weekly or bi-weekly in combination with a full population file on a monthly or quarterly schedule. <p>Or</p> <ul style="list-style-type: none"> Full file weekly or bi-weekly. <p>Transmission method:</p> <ul style="list-style-type: none"> FTP with United’s approved encryption or direct connect. 	

C. UNDERWRITING AND FINANCIAL SERVICES

Service	Comments
Overall program accounting (year-end reconciliation).	
Claim projections.	
Annual Projection of cost impact for benefit design changes.	
Annual Projection of conventional premium equivalent rates.	
Annual Reserve estimates.	
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.	
Provide required data necessary to enable Customer to file Form 5500.	

D. E SERVICES® CUSTOMER REPORTING SERVICES

Service	Comments
An online customer reporting system including up to five customer IDs.	
<p>Reporting Access Levels:</p> <ul style="list-style-type: none"> Standard – Basic report package of “subscription” financial and utilization information produced on a pre-scheduled basis. Select – In addition to the Standard features, interactive access to eCR tools allowing the user to customize report parameters to facilitate detailed views of the data. Includes a broad array of membership and utilization reports. Expanded – In addition to the Select features, allows the user greater ad-hoc and customizable capabilities to obtain detailed performance information. 	<p>Customer’s access level is based upon its election.</p> <p>Expanded Level reports are available to customers with Select Level reporting on an ad hoc basis for an additional charge per report.</p>
Non-standard or ad hoc reports	Fees are determined on a report-specific basis
<p>Interface with third party stop loss vendor.</p> <p>United provides claim statistical reports, designed to meet the requirements of most insurers, to support Customer’s filing of Individual Stop Loss (ISL) claims.</p> <p>The report includes the total dollars paid for any claimant exceeding 50 percent of the Individual Stop Loss (ISL) threshold for policy year to date claims paid through the end of the previous month.</p>	<p>Customer and its third party stop loss carrier must execute United’s standard nondisclosure and indemnification agreement prior to United’s providing any of the information.</p> <p>Customer understands that it is its responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.</p>
United reserves the right, from time to time, to change the content, format and/or type of its reports.	

E. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to United in order for it to determine whether a benefit is payable under the Plan's provisions. Customer delegates to United the discretion and authority to use United's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans.	
Claim history load from one prior carrier using United's standard process.	
Standard claims processing including: <ul style="list-style-type: none"> • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Claim edit/review and cost containment program • Pending and subsequent claim review. 	
Standard claim forms (when applicable).	
Medical claim review of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy.	
Standard coordination of benefits for all claims with automated investigation once every 12 months.	
Production and distribution of monthly Health Statements.	
Processing of run-out claims (meaning claims incurred prior to the termination date) for six (6) months following termination.	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United's discretion.</p> <p>The fees associated with providing six (6) months run-out claims processing are included in United's monthly administrative fees as described in Exhibit A. No additional fee will apply to run-out claims processing, provided, however, if the Agreement is terminated prior to the end of the initial Term for any reason, there will be an additional fee, determined by United, for the remaining months of the run-out claims processing term.</p> <p>The fee for run-out services, should Customer elect run-out coverage at time of full or partial cancellation, will be provided by United.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United's notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p> <p>Additional six (6) months of run-out claims processing United will provide claim processing services in excess of six</p>

Service	Comments
	(6) months included in United's monthly administrative fees, for up to twelve (12) months, upon Customer's request at the time either party provides notice of termination. The fee for the run-out services that are in addition to the aforementioned six (6) months are described in Exhibit B.
Subrogation Services.	
Fraud and Abuse Management Recovery Program.	
Hospital Bill Audit Program.	
Credit Balance Recovery Program.	
Advanced Analytics and Recovery Services	United or its affiliate will use a combination of large scale analytics, information and analysis to identify post-adjudication claims for additional overpayment opportunities.

F. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit using a dedicated number	
Employee access to a member website enabling Participants to: <ul style="list-style-type: none"> • Check claim status. • Check eligibility information. • Search for providers and online health information. 	

G. MEDICARE SERVICES

Service	Comments
Medicare Secondary Payer Reporting. United shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007. United shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to the Customer's failure to provide the required data.	Customer agrees to provide to United in a timely manner and in an agreed upon format any and all data that United requires to comply with the Reporting Requirements.

H. NETWORK SERVICES

Service	Comments
Network access, management and administrative activities	Standard on all network plans.
UnitedHealth PremiumSM Designation Program	Available in designated markets.
Network access to chiropractic and complementary alternative medicine providers	
Physical Health Clinical Support Program for Chiropractic and Complementary Alternative providers.	
Transplant Solutions (TS) Services <ul style="list-style-type: none"> • Transplant Network via Centers of Excellence (COE) • Transplant Access Program (TAP) Network • Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. 	
Reasonable and customary charge guidelines for out of network surgical, medical, lab and x-ray claims.	
Maximum Non-Network Reimbursement Program (MNRP) for non-emergency non-network claims.	
Shared Savings Program Standard Application of the Shared Savings Program provides additional savings on select 1) non-Network facility and 2)	The services under this program provide access to provider discounts only and do not include credentialing of providers or other Network services. United is not responsible for the

Service	Comments
physician claims that are not eligible for standard network discounts. Program provides access to discounted charges made available to United from health care providers who contract or will negotiate with, a third party to provide such discounted charges.	medical outcomes or the quality or competence of any provider or facility rendering services under the Shared Savings Program. United can terminate the Shared Savings Program at any time for any reason.
Access to Extended Networks (leased networks)	Available at an additional charge.

I. CARE MANAGEMENT AND OUTREACH SERVICES

Service	Comments
Personal Health Support , an integrated personal health management program using a designated team of nurses and incorporating elements of care management core activities such as case management and support around specific treatment decisions. A pregnancy program, consumer engagement notification program including gaps in care messaging, and a predictive model specific to Customer are also included.	Coordination with external vendors is subject to an additional fee.
Emergency Room Decision Support	
Medical policy functions , as guided by a medical director.	Standard on all managed plans.
Disease Management Programs	Coordination with external vendors is subject to an additional fee.
Complex Medical Conditions:	
<ul style="list-style-type: none"> • Cancer Resource Services • Congenital Heart Disease Resource Services • Healthy Pregnancy • Kidney Resource Services • Parent Steps Infertility Discount Program 	
Alternate Care Proposals (ACP) which provide appropriate and cost effective health care services and supplies alternatives that would otherwise not be covered by the Plan.	Customer consents to United's use and administration of the ACP program and delegate to United the discretion and authority to develop and revise ACPs.
Activation programs to engage Participants including , monthly health statements member call services, and access to member portal with consumer messaging	
Predictive modeling , using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status.	Additional charges apply for integrating an outside vendor's pharmacy data.

J. UNITED BEHAVIORAL HEALTH — MENTAL HEALTH AND SUBSTANCE USE DISORDER SERVICES

Service	Comments
Behavioral Health Solutions, Full Care Management	
<ul style="list-style-type: none"> • Network access, development and maintenance. • Ongoing case management. • Outpatient care management. • Inpatient care management. • Outcomes measurement. • Claims processing, adjudication and member services. • Account management, reporting and communication materials. • Interface with employee assistance program (EAP) vendors. 	

K. EMPLOYEE HEALTH EDUCATION AND MEDICAL SELF-CARE PROGRAM SERVICES

Service	Comments
NurseLine SM - provides 24-hour access to registered nurses.	
Health Content – providing members with access to online services which may include but are not limited to health and wellness content, health assessments, health coaching, personal health records and/or automated messaging, available through myuhc.com and other online resources.	

L. UNITEDHEALTH ALLIES[®] DISCOUNT PROGRAM

Service	Comments
UnitedHealth Allies [®] Discount Program enabling plan participants to access pre-negotiated savings on certain out-of-pocket health care purchases. The discount value program is not a health insurance plan.	UnitedHealth Allies [®] Discount Program can be made available to non-covered employees or employees participating in plans not administered by United for an additional fee.

M. MANAGED PHARMACY SERVICES

Service	Comments
<p>Integrated Pharmacy Services including:</p> <ul style="list-style-type: none"> • Claims processing • Eligibility management • Benefits management • Reporting (available through eServices) • Retail Pharmacy Network Management • Mail Order Services. • Customer Care Center Services - Toll-free access to customer care voice response unit (for location of network pharmacies), and a pharmacist • Specialty Pharmacy • Support staff and account management 	Postage paid return envelopes are <u>not</u> included and are not available.
Standard Clinical programs such as standard notification, quantity level limits, and quantity per duration.	
Additional programs such as dispense as written (DAW) interventions, retail flags and edits, maximum allowable cost pricing (retail), and generic and mail order programs.	

N. VISION SERVICES

Service	Comments
<p>United, through its specialty services affiliate, will process claims for covered services (vision services and materials that are eligible for reimbursement under Customer’s vision Plan). Claims for reimbursement of vision Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the vision Plan provisions including an initial determination as to whether a claim is considered a covered service. Customer delegates to United the discretion and authority to use United’s claim procedures and standards for benefit claim determination and reimbursement.</p>	<p>The following sections of the Agreement do not apply to vision services:</p> <ul style="list-style-type: none"> • Subrogation Hospital Bill Audit Program • Credit Balance Recovery Program • External Review Program • SSAE16 Reports
<ul style="list-style-type: none"> • As United’s affiliate’s negotiated rate schedule may vary from participating provider to participating provider, United’s affiliate will: (1) absorb any financial loss, without additional charge to Customer, in the event that the amount that United’s affiliate pays the participating provider, or, in the case of materials, United’s affiliate’s optical laboratory, exceeds the amount that Customer pays United’s affiliate for that covered service; and (2) retain, as part of its compensation, the difference in the event that the amount that Customer pays United’s affiliate for arranging for the provision of a covered service exceeds the amount that United’s affiliate pays the participating provider, or, in the case of materials, United’s affiliate’s optical laboratory, for providing that covered service. • In the case of non-covered service(s) or material(s) United’s affiliate expressly reserves the right to retain, as part of its compensation, without additional charge to Customer, any amount(s) collected from a Participant pursuant to the Participant’s vision Plan, that exceeds the payment to participating provider for such non-covered service(s) or material(s) under the applicable negotiated rate schedule. 	

O. DENTAL SERVICES

Service	Comments
<p>Dental Services, includes Customer’s access to a dedicated dental representative, Customer’s Participants’ access to a dental customer service unit, claim processing by UnitedHealthcare Dental and Customer’s Participant’s access to the national dental network.</p>	
<p>Processing of run-out claims (meaning claims incurred prior to the termination date) for twelve (12) months following termination.</p>	<p>If the Agreement terminates because Customer fails to pay United fees due, fails to provide the funding for the payment of benefits, or United terminates for any other material breach, run-out will not apply. Run-out fees may apply to partial terminations at United's discretion.</p> <p>The fees associated with providing twelve (12) months run-out claims processing are included in United’s monthly administrative fees as described in Exhibit A. No additional fee will apply to run-out claims processing, provided, however, if the Agreement is terminated prior to the end of the initial Term for any reason, there will be an additional fee, determined by United, for the remaining months of the run-out claims processing term.</p> <p>Suspension of Run-out Processing If Customer does not pay the run-out fees it owes United when due as set forth above, United will notify Customer. If Customer does not make the required payment within five (5) business days of United’s notice to Customer, United may stop issuing checks and non-draft payments and suspend its run-out</p>

Service	Comments
	<p>claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment.</p> <p>Termination of Run-out Processing Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.</p>

P. FLEXIBLE SPENDING ACCOUNT (FSA) SERVICES

Service	Comments
<p>United will process claims for eligible Expenses (any treatment amount, service or supply paid or incurred by a Participant and eligible for reimbursement under the FSA Plan and pursuant to applicable sections of IRC). Claims for reimbursement of FSA Plan benefits must be submitted in a form that is satisfactory to United. United will determine whether a benefit claim is reimbursable under the FSA Plan provisions including an initial determination as to whether a claim is considered an Expense. Customer delegates to United the discretion and authority to use United's claim procedures and standards for benefit claim determination and reimbursement.</p> <p>The following sections of the Agreement do not apply to FSA services:</p> <ul style="list-style-type: none"> • Claim Recovery Services • Fraud and Abuse Management • Service Auditor Reports 	
Standard FSA services including:	
• Initial supply of standard employee brochures	
• Single claim submission with automatic roll-over from established feeds	
• Check minimum \$25	
• Daily payment cycle	
• Customer care professional representation during normal business hours.	
• Eligibility information processed via electronic file submission (FTP or EDT)	Two files per month
• Standard FSA banking arrangements using a separate bank account for FSA plan.	
• Direct deposit of payments to employee bank accounts including online administration.	Includes direct deposit administration and auto rollover election.
• Online account information	For participants enrolled in health plans administered by United.
Standard FSA reports including:	
• Monthly Participant Detail Reports	Detailed account status for each participant.
• Monthly Customer Change Reports	Details on all changes to program participation.
• Utilization Reports	Information on program utilization for participants with change in status.
• Executive Summary Report	Summarizing all detail on the Participant Detail Report and providing detail in current month being reported..
Monthly online account statements. .	

Q. COBRA SERVICES

Service	Comments
<p>Specific to COBRA Administrative Services United is not a “Named Fiduciary” of the Plan as defined by the IRC. For Section 1 Definitions, the term “Plan” will include health benefits which are subject to the continuation requirements of COBRA. In addition, the following sections of the Agreement do not apply to the COBRA Program services:</p> <ul style="list-style-type: none"> • Claim Recovery Services and Third Party Liability Recovery • Fraud and Abuse Management • Benefit Determinations and Appeals • Service Auditor Reports <p>Any reference to Summary Plan Description (SPD) assistance does not apply.</p> <p>Customer Responsibilities. Customer will have final authority to decide all COBRA questions, including matters of clerical error concerning Qualified Beneficiaries' eligibility for continued coverage under Customer's Plan. Customer will assume sole responsibility for compliance with Customer obligations under COBRA, including establishing the amount the Qualified Beneficiary must contribute to continue coverage under the Plan (“Monthly Contribution Amounts”).</p> <p>United's Responsibilities. Unless otherwise notified in writing, United will be entitled to conclusively presume that a Qualified Beneficiary's eligibility for COBRA continuation of coverage under the Plan has not terminated. In the event the Qualified Beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment of the Monthly Contribution Rate), United will provide the Qualified Beneficiary with a written notice of early termination.</p> <p>United must be given written notice of any changes in Monthly Contributions Rates pursuant to federally mandated COBRA time frames. United may accept amounts sent by Qualified Beneficiaries which are less than the Monthly Contribution Rate and partial payments may, at our discretion, be returned to the Qualified Beneficiary.</p>	
<p>COBRA Administration Manual</p>	
<p>Customer Service representatives will be available to respond to inquiries from Qualified Beneficiaries.</p>	
<p>Reporting. COBRA reports containing aggregated information will be available through United's web site.</p>	
<p>Conversion privilege. United will notify Qualified Beneficiaries regarding any available conversion privilege prior to the conclusion of the maximum continuation period as required by COBRA. At the expiration of the continuation period, (depending on the State), United will provide state continuation conversion enrollment materials to Qualified Beneficiaries.</p>	
<p>Appeals. United will provide the first level of appeal review in accordance with COBRA to communicate approval or denial of the first level appeal.</p>	<p>Customer will have final authority to decide discrepancies, including matters of clerical error, concerning Qualified Beneficiaries' eligibility for continued coverage under Customer's Plan.</p>
<p>Termination. United will return all amounts collected from Qualified Beneficiaries but not distributed as provided herein as of the date of termination to Customer, less any amounts owed by Customer to United under this Agreement or any other agreement to which Customer and United are parties.</p>	
<p>COBRA & Retiree/Direct Billing Set Up & Maintenance</p>	
<p>COBRA Services</p>	
<ul style="list-style-type: none"> • COBRA/Direct Bill Continuant Takeover Administration 	
<ul style="list-style-type: none"> • COBRA Ongoing Continuant Maintenance 	
<ul style="list-style-type: none"> • Qualifying Event Notification, including timely distribution of election form with instructions, processing of enrollment forms, and premium billing services. 	
<ul style="list-style-type: none"> • Notices: COBRA / HIPAA Initial Rights Notification WHCRA (Women's Health Cancer Rights Act) 	
<ul style="list-style-type: none"> • Retro COBRA / HIPAA Initial Rights Notification WHCRA (Women's Health Cancer Rights Act) 	
<ul style="list-style-type: none"> • HIPAA Privacy Notices 	
<ul style="list-style-type: none"> • Active HIPAA Certificates - UHC Plan Only 	
<ul style="list-style-type: none"> • Post COBRA / HIPAA Certificates of Coverage, UHC Plans; Non-UHC Plans 	

Service	Comments
Open Enrollment Services, including rate change notices, collection and processing of enrollment forms. <ul style="list-style-type: none"> Partial Open Enrollment Full Open Enrollment/Fulfillment and Distribution 	
Retiree/Direct Bill Services <ul style="list-style-type: none"> Retiree / Direct Bill Ongoing Participant Services Past Due Notices to Participants 	
Additional Services <ul style="list-style-type: none"> Texas State Continuation Notice/Cobra Expiration notice with Continuation Outside (non-UHC) Carrier Eligibility Feeds Premium Remittance COBRA Past Due Notices to Participants 	

R. OPTIONAL SERVICES

As of the Effective Date United is not providing the service identified in this Section P. Customer may request that United provide the following services in addition to those set forth above. If elected, the service it will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee outlined in Exhibit B for these additional services as of the effective date of the service.

Service	Comments
Onsite Services Coordinator	<p>United will provide an Onsite Wellness Coordinator to deliver onsite Plan program support and coaching</p> <p>United shall be responsible for hiring, training, and educating the Onsite Wellness Coordinator. The services shall be performed in compliance with local, state and federal laws, rules and regulations.</p>
Diabetes Health Plan Administration	Administration of a Plan that provides Participants with 100% coverage for diabetes related office visits.
Cardiology and Radiology Prior Authorization Programs	The prior authorization program provides for a medical necessity review for certain cardiology and radiology procedures to ensure the provider's recommended services are consistent with evidence-based medicine guidelines.
Onsite Wellness Coordinator	The Onsite Wellness Coordinator will deliver onsite Plan program support and coaching United shall be responsible for hiring, training, and educating the Onsite Wellness Coordinator,. The services shall be performed in compliance with local, state and federal laws, rules and regulations.
Rally Engaged	<p>The Rally tools learn about Participants as they share details about themselves and their health status. An intuitive Health Survey gathers health and lifestyle information are used to personalize health trackers, suggestions, clinical or wellness programs.</p> <p>Strong engagement strategies help create a culture of health through a highly personalized digital wellness experience.</p>
Personal Rewards w/Flex Outcomes	Consumer incentive program with flexible solutions providing greater flexibility to tailor program design. Health actions, reward values, reward types and earning maximums are determined by Customer.
Telephonic Health Coaching	Telephonic Health Coaching provides personal coaching to effect positive behavior change. Participants are assisted to identify health risks, set goals, and develop personalized strategies that help empower them to make positive lifestyle changes and improve their health and well-being.
Smoking Cessation Services (Quit4Life)	United will provide Smoking Cessation Services for Customer eligible Participants. These services are designed to

Service	Comments
	proactively (i) identify Participants for outreach, (ii) provide coaching including telephonic call, web-portal programs and mail outreach, (iii) provide behavior modification that supports and reinforces lifestyle changes with respect to Participants' tobacco use, and (iv) integrate with Customer's other benefit offerings to ensure appropriate placement of Participants.

EXHIBIT B –FEES

This exhibit lists the fees Customer must pay United for its services during the term of the Agreement. These fees apply for the period from January 1, 2018 through December 31, 2022. Customer acknowledges that the amounts paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Standard Medical Service Fees

The Standard Medical Service Fees described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Standard Medical Fees listed below are based upon an estimated minimum of 1,502 enrolled Employees

The Standard Medical Service Fees are the sum of the following:

- \$50.76^{1, 2} per Employee per month covered under the Choice Plus portion of the Plan, including vision, and COBRA PEPM charges.
(Combined total of the following service fees: \$48.96 pepm medical administration, \$1.25 pepm vision administration, and \$.55 pepm COBRA administration)
- \$53.38^{1, 2} per Employee per month covered under the Choice portion of the Plan , including vision, and COBRA PEPM charges.
(Combined total of the following service fees: \$51.58 pepm medical administration, \$1.25 pepm vision administration, and \$.55 pepm COBRA administration)

The Standard Medical Service Fees escalator for years 2021 and 2022 is 3%.

Average Contract Size: 2.28

Pharmacy AWP Contract Rate

Customer’s contract rate for prescription drugs is as provided in Exhibit C. United uses Medi-Span’s national drug data file as the source for average wholesale price (AWP) information. United reserves the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies.

Other Fees

Service Description	Fee
Fraud and Abuse Management	Fee equal to thirty-two and five-tenths percent (32.5%) of the gross recovery amount
Hospital Audit Program Services	Fee not to exceed thirty-one percent (31%) of the gross recovery amount
Credit Balance Recovery Services	Fee not to exceed ten percent (10%) of the gross recovery amount.
Standardized Summary of Benefits and Coverage (SBC) as established under The Patient Protection and Affordable Care Act of 2010	United will provide, at no additional charge, standard format, electronic copies of the SBC documents (twice per year) for medical benefit plans administered by United. Customer logos can be included on the SBC at no additional charge. Additional fees will apply for other services. United will not create SBCs for medical plans it does not administer.
Third Party Liability Recovery (Subrogation) Services	Fee equal to thirty-three and one-third percent (33.3%) of the gross recovery amount
Advanced Analytics and Recovery Services	Fee equal to twenty four percent (24%) of the gross recovery amount

Shared Savings Program	<p>Customer will pay a fee equal to twenty-nine percent (29%) of the Savings Obtained as a result of the Shared Savings Program, to be paid through a withdrawal from the Bank Account.</p> <p>The fee per individual claimant for Shared Savings will not exceed \$50,000.</p> <p>Savings Obtained means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.</p>
External Reviews	For each subsequent external review beyond 5 total reviews per year, a fee of \$500 will apply per review.
Standard Dental Administrative Service Fees ³	<p>The Standard Dental Service Fees are the sum of \$3.12 per Employee per month covered under the Passive PPO portion of the Plan.</p> <p>The Standard Dental Service Fees escalator for years 2021 and 2022 is 3%.</p>
Standard Vision Administrative Service Fees ³ Customer will pay to United an administrative fee for administration of Customer's vision plan, and United shall pass through such received fees to its specialty services affiliate.	<p>¹\$1.25 per Employee per month is included in the Standard Medical Service Fees identified above.</p> <p>The Standard Vision Administrative Service Fees escalator for years 2021 and 2022 is 3%.</p>

Flexible Spending Account Administrative Fees

Service Description	Fee
FSA Administration	\$4.22 Per Enrollee Per Month (PEPM)
Additional FSA Fees	
External Rollover – Set up charge per customer per vendor	\$1,765
Eligibility feeds – Per file in excess of 52 per year	\$235
Healthcare Spending Account Card	\$0.50 PEPM
Nondiscrimination testing (NDT)	\$500 per testing occurrence

COBRA Administrative Fees

		January 1, 2018 through December 31, 2022
<i>The following COBRA Services are included in the Standard Medical Service Fee identified above:</i>		
COBRA and/or Direct Billing Set Up and Maintenance		² \$0.55 PEPM is included in the Standard Medical Service Fees above
Group Setup Fee (one time fee at implementation)		Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)		Included
On-going Maintenance Fee (annual fee in subsequent years after implementation)		n/a

COBRA Services	
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notifications: Qualifying Event Services (fee per Qualifying Event -- includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included
Texas State Continuation Notification (per notice)	Included
Past Due Notices to Continuant (per notice, upon request)	Included

Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.

The following Optional Services are billed independently of the Standard Medical Service Fee:

Retiree Billing Services

Retiree Direct Billing (per continuant per month)	\$4.50
Past Due Notices to Continuant (per notice, upon request)	Included

The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services

Employee Notification Services

Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Post-COBRA HIPAA Certificates of Coverage on <u>outside</u> COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Medicare-D Notifications	\$0.95

Open Enrollment Services

Open Enrollment Service (per person) Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client <i>*There is a \$100 minimum for Open Enrollment Services</i>	\$8.00 Plus Postage
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*United provides these certificates through its internal processes as part of standard services for UnitedHealthcare members.

Optional Service Fees

As of the Effective Date United is not providing the service identified below. If Customer requests United provide the service, Customer will pay the additional fee outlined below as of the effective date of the service.

Service Description	Fee
Onsite Services Coordinator	\$5.55 per Employee per month
Diabetes Health Plan	\$1.31 PEPM
Cardiology and Radiology Prior Authorization Programs	\$1.07 PEPM
Onsite Wellness Coordinator	\$7.77 PEPM
Rally Engaged	\$0.46 PEPM
Personal Rewards w/Flex Outcomes	\$1.64 PEPM
Telephonic Health Coaching	\$2.71 PEPM
Smoking Cessation Services (Quit4Life)	\$0.48 PEPM
Processing of run-out claims for twelve (12) months following termination	<p>The Standard Medical Service Fees identified above include six (6) months of run-out claims processing.</p> <p>The fee for run-out claims processing for an additional six (6) months is equal to the last one months' Standard Medical Service Fees in effect at the time of termination. If Customer terminates this Agreement at the end of the initial Term, a matured Standard Medical Service Fee will be used as the basis for the run-out fee.</p>

Credits

Wellness Allowance

United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. This credit is available during the first five years.

Pursuant to Customer's request, the Wellness Allowance amount may be used to pay for reasonable wellness-related programs or activities the County receives from United or Customer's third-party vendors incurred annually through December 31, 2022, provided the Agreement is not terminated. The wellness allowance may be used for wellness related programming and services such as wellness fairs, biometric screenings, and on site flu vaccinations. These annually allotted funds will be available as of the Effective Date, and on each anniversary of the Effective Date.

For Customer's third-party vendor provided wellness services, at Customer's written direction, United will pay wellness-related expenses directly to a Customer third-party vendor once the invoice is sent outlining the expenses Customer has incurred. Customer agrees that United is not responsible for the services Customer's third-party vendor provides, and Customer's third-party vendor is solely responsible for any services rendered to Customer or Participants. The invoices should be submitted within 60 days of the service being incurred. Expenses must be for wellness-related programs or activities that are designed to promote the health and wellbeing of Participants, or to educate Participants about healthy lifestyles and choices.

Any wellness-related allowance amounts must comply with these conditions.

In the event that there is a dispute between Customer and Vendor over continuing to make the Vendor Fee payment, the Vendor Fee amount or frequency of the Vendor Fee payment, Customer and Vendor shall be the parties to resolve such dispute and shall hold United harmless in such disputes. In the event of any change whatsoever in the Vendor Fee, Customer shall immediately notify United of such change.

\$40,000 Wellness allowance in 2018
\$40,000 Wellness allowance in 2019
\$40,000 Wellness allowance in 2020
\$40,000 Wellness allowance in 2021
\$40,000 Wellness allowance in 2022

Fee Waiver

United will provide a 1-month fee waiver in the 1st month of years 1-3 (2018 , 2019, and 2020) for all United medical services sold on a PEPM Basis (excluding commissions).

Conditions:

- Requires a three year agreement. Early termination is subject to the early termination penalty outlined below.
- Assumes an enrolled Employee count within 15% of the quoted subscriber count of 1,502.
- 1-month fee waiver is calculated after any credits are applied.

Fee Waiver Early Termination Penalty:

- Termination prior to 1/1/2019 = 100% of fees waived
- Termination prior to 1/1/2020 = 50% of fees waived
- Termination prior to 1/1/2021 = 25% of fees waived

³Packaged Savings Program

The Packaged Savings Program is a \$2.00 per-employee per-month (PEPM) credit to the Dental and Vision service fees based upon the medical administration and the Dental and Vision line of specialty coverage Customer has with United.

Packaged Savings Program credit is available effective January 1, 2018 for the initial 12 months that the eligible medical administration and the Dental and Vision line of specialty coverage remain in-force.

United reserves the right to revise or revoke this Packaged Savings Program credit under the following circumstances:

- The benefits requested and/or quoted change.
- Changes in federal, state or other applicable legislation or regulation require changes to the Packaged Savings Program.
- Specialty products can be added off-cycle from the medical product effective date. However, if the medical or specialty coverage terminates prior to December 31, 2018, any remaining Packaged Savings administrative credits will be forfeited.

EXHIBIT C – PERFORMANCE STANDARDS FOR HEALTH BENEFITS

The Standard Medical Service Fees (excluding Optional and Non-Standard Fees and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, as described in Exhibit B), (hereinafter referred to as “Fees in this Exhibit”) payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period January 1, 2018 through December 31, 2018, or as otherwise indicated (each twelve month period is a “Guarantee Period”). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent its failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim; therefore capitated payments are not included in the performance measurements.

The maximum penalty payout across all guarantees for the Guarantee Period shall in no circumstances exceed 50% of total fees at risk across all guarantees.

Implementation -- Applies to First Year Only			
A formal implementation plan, which defines key tasks, dependencies and completion dates will be developed and agreed to by both parties. The lack of a mutually agreeable formal implementation plan will nullify these implementation guarantees in total. Failure on the customer's part to complete, by the agreed upon dates, the key dependent tasks associated with the implementation guarantees outlined below will also nullify that guarantee.			
Initial ID Card Issuance			
Definition	ID cards will be postmarked within the parameters set forth after the final eligibility data has been system loaded, passed a quality assurance check, passed a system load test and has been released to the ID card production area.		
Measurement	Percentage of cards issued		99%
	Issuance time frame, business days or less	business days	10
Criteria	Calculated on a pro-rated basis, based on the actual number of late cards as a percent of the total number of cards. ID card turnaround time guarantees are based on United's performance during the implementation process.		
Level	Customer specific		
Period	Initial implementation timeframe		
Payment Period	Annually		

Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Claim Ready Date		
Definition	Ready to pay electronic claims by the later of the effective date or within the designated number of days following the completion of key implementation tasks: (i) Account structure and benefit plan details are defined and written approval has been provided by the customer; (ii) final eligibility has been received and successfully tested by United; and (iii) if so negotiated, deductibles and lifetime maximums from the previous carrier received in a mutually agreed upon format, accurate, and loaded electronically.	
Measurement	Electronic claim ready by effective date or the later of business days or less	business days 18
Criteria	If any additional changes are received or requested after written approval is received, 10 additional business days will be required for changes affecting up to ten benefit plans (sets); 20 additional days will be required for changes affecting ten or more benefit plans (sets).	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Eligibility Loading		
Definition	Initial implementation electronic eligibility files will be loaded within the timeframe set forth following receipt of clean eligibility file.	
Measurement	Files loaded, in business days or less	business days 3
Criteria	Clean eligibility file once approved by Customer and/or its designee and United, which must be: a) error free; b) formatted per United's standards; and c) received by 12:00 p.m., EST on the scheduled date, or the guarantee period starts the following business day.	
Level	Customer specific	
Period	Initial implementation timeframe	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Claim Operations		
Time to Process in 10 Days		
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.	
Measurement	Percentage of claims processed	94%
Criteria	Time to process, in business days or less after receipt of claim	business days 10
Level	Standard claim operations reports	
Period	Site Level	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more	

Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00% Below 97.00%		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Member Phone Service			
<p>Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.</p>			
Average Speed to Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		

Abandonment Rate		
Definition	The average call abandonment rate will be no greater than the percentage set forth	
Measurement	Percentage of total incoming calls to customer service abandoned, on average	2%
Criteria	Standard tracking reports produced by the phone system for all calls	
Level	Team that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50% 3.51% - 4.00% Greater than 4.00%	
Call Quality Score		
Definition	Maintain a call quality score of not less than the percent set forth	
Measurement	Call quality score to meet or exceed	93%
Criteria	Random sampling of calls are each assigned a customer service quality score, using United's standard internal call quality assurance program.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$10,200
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%	
Satisfaction		
Employee (Member) Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administers your medical health insurance plan?"	
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher	80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.	
Level	Office that services Customer's account	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	
Customer Satisfaction		
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"	
Measurement	Minimum score on a 10 point scale	score 5
Criteria	Standard Customer Scorecard Survey	
Level	Customer specific	
Period	Annually	
Payment Period	Annually	
Fees at Risk	Total Dollars at Risk for this metric	\$5,100
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient	N/A
Gradients	Not applicable	

Pharmacy Financials
January 1, 2018 through December 31, 2020

Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria	01/01/2018	01/01/2019	01/01/2020	
	Combined Discount Guarantee			
	Retail Brand, Average Wholesale Price (AWP) less	18.3%	18.3%	18.3%
	Retail Brand -- 90 Day Supply, AWP less	21.7%	21.7%	21.7%
	Retail Generic - 30 and 90 Day, AWP less	77.0%	77.1%	77.3%
	Mail Order Brand, AWP less	23.2%	23.3%	23.4%
	Mail Order Generic, AWP less	80.0%	80.1%	80.3%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees			
	Retail Brand	\$1.00	\$0.95	\$0.90
	Retail Brand -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Retail Generic	\$1.00	\$0.95	\$0.90
	Retail Generic -- 90 Day Supply	\$0.57	\$0.57	\$0.57
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Minimum Rebate Guarantee (Traditional PDL)			
	Rebate Sharing Percentage	100.0%	100.0%	100.0%
	Basis, per script	Brand	Brand	Brand
Retail	\$124.24	\$161.57	\$181.96	
Mail Order	\$219.50	\$232.52	\$254.30	
Specialty	Included In Retail	Included In Retail	Included In Retail	
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the combined contracted discount amount.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount are less than the combined guaranteed Rebate amount.			
Conditions	<p>Discount Specific Conditions</p> <ul style="list-style-type: none"> • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs • The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • The arrangement excludes all specialty drugs, generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and non-drug items. 			

• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

Rebate Specific Conditions

• Assumes implementation of United's Traditional PDL

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if Customer changes or does not elect an Incented plan design

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• **Rebate Administrative Fee:** United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. These administrative fees are included in the guaranteed retail per-script rebates above.

General Conditions

• On mail order drugs and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• A minimum of 1,352 Employees and 3,078 Participants enrolled in the pharmacy plan is required.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United as the exclusive mail provider and a mail benefit design as applicable to the historical data provided for the purpose of this cost proposal. All rates and fees are subject to change otherwise.

• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our initial quote;

f) if Customer changes their mail service benefit.

TRRX
(05/2015)

Specialty Pharmacy					
Specialty Pharmacy Discount Guarantee					
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network				
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below.				
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through Our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.				
Level	Customer Specific				
Period	Annual				
Payment Period	Annual				
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.				
Conditions	<ul style="list-style-type: none"> Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark 				
Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Brand Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	13.0%	HIV	TIVICAY	12.5%
ANEMIA	EPOGEN	13.2%	HIV	TRIUMEQ	13.5%
ANEMIA	PROCRIT	13.6%	HIV	TRIZIVIR	14.2%
ANTIHYPERLIPIDE MIC	JUXTAPID	14.2%	HIV	TRUVADA	13.4%
ANTIHYPERLIPIDE MIC	KYNAMRO	11.4%	HIV	TYBOST	13.5%
ANTIHYPERLIPIDE MIC	PRALUENT	13.5%	HIV	VIDEX	14.3%
ANTIHYPERLIPIDE MIC	REPATHA	13.5%	HIV	VIDEX EC	14.3%
ANTI-INFECTIVE	DARAPRIM	12.5%	HIV	VIRACEPT	14.2%
CARDIOVASCULAR	NORTHERA	13.5%	HIV	VIRAMUNE	14.2%
CNS AGENTS	HETLIOZ	13.5%	HIV	VIRAMUNE XR	14.2%
CNS AGENTS	SABRIL	14.3%	HIV	VIREAD	14.2%
CNS AGENTS	TETRABENAZINE	14.5%	HIV	ZERIT	14.3%
CNS AGENTS	XENAZINE	14.5%	HIV	ZIAGEN	14.2%
CNS AGENTS	XYREM	5.5%	HIV	ZIDOVUDINE	13.5%
CYSTIC FIBROSIS	BETHKIS	13.5%	IMMUNE MODULATOR	ACTIMMUNE	14.0%
CYSTIC FIBROSIS	CAYSTON	14.0%	IMMUNE MODULATOR	ARCALYST	14.0%
CYSTIC FIBROSIS	KALYDECO	11.8%	INFERTILITY	BRAVELLE	13.2%
CYSTIC FIBROSIS	KITABIS PAK	12.1%	INFERTILITY	CETROTIDE	13.5%

CYSTIC FIBROSIS	ORKAMBI	13.5%	INFERTILITY	CHORIONIC GONADOTROPIN	10.0%
CYSTIC FIBROSIS	PULMOZYME	12.1%	INFERTILITY	FOLLISTIM AQ	13.2%
CYSTIC FIBROSIS	TOBI	12.1%	INFERTILITY	GANIRELIX ACETATE	10.0%
CYSTIC FIBROSIS	TOBI PODHALER	13.5%	INFERTILITY	GONAL-F	22.8%
CYSTIC FIBROSIS	TOBRAMYCIN	12.1%	INFERTILITY	GONAL-F RFF	22.8%
ENDOCRINE	BUPHENYL	13.5%	INFERTILITY	HUMAN CHORIONIC GONADOTROPIN	10.0%
ENDOCRINE	CARBAGLU	7.9%	INFERTILITY	MENOPUR	10.0%
ENDOCRINE	CHENODAL	9.4%	INFERTILITY	NOVAREL	12.1%
ENDOCRINE	CUPRIMINE	12.7%	INFERTILITY	OVIDREL	13.5%
ENDOCRINE	CYSTADANE	10.0%	INFERTILITY	PREGNYL	10.0%
ENDOCRINE	CYSTARAN	7.3%	INFLAMMATORY CONDITIONS	ACTEMRA	13.5%
ENDOCRINE	EGRIFTA	13.5%	INFLAMMATORY CONDITIONS	CIMZIA	12.6%
ENDOCRINE	FIRMAGON	13.5%	INFLAMMATORY CONDITIONS	COSENTYX	12.2%
ENDOCRINE	GATTEX	13.5%	INFLAMMATORY CONDITIONS	ENBREL	12.4%
ENDOCRINE	H.P. ACTHAR	12.0%	INFLAMMATORY CONDITIONS	HUMIRA	14.6%
ENDOCRINE	KEVEYIS	10.9%	INFLAMMATORY CONDITIONS	KINERET	13.1%
ENDOCRINE	KORLYM	11.4%	INFLAMMATORY CONDITIONS	ORENCIA	13.6%
ENDOCRINE	KUVAN	12.6%	INFLAMMATORY CONDITIONS	OTEZLA	11.4%
ENDOCRINE	MYALEPT	0.3%	INFLAMMATORY CONDITIONS	SIMPONI	12.6%
ENDOCRINE	NATPARA	12.5%	INFLAMMATORY CONDITIONS	STELARA	11.7%
ENDOCRINE	OCTREOTIDE ACETATE	13.7%	INFLAMMATORY CONDITIONS	XELJANZ	13.5%
ENDOCRINE	PROCYSBI	7.3%	INFLAMMATORY CONDITIONS	XELJANZ XR	13.5%
ENDOCRINE	RAVICTI	11.9%	IRON OVERLOAD	EXJADE	11.9%
ENDOCRINE	SAMSCA	12.6%	IRON OVERLOAD	FERRIPROX	12.5%
ENDOCRINE	SANDOSTATIN	13.7%	IRON OVERLOAD	JADENU	13.0%
ENDOCRINE	SIGNIFOR	7.9%	MULTIPLE SCLEROSIS	AMPYRA	11.7%
ENDOCRINE	SODIUM PHENYL BUTYRATE	13.5%	MULTIPLE SCLEROSIS	AUBAGIO	12.5%
ENDOCRINE	SOMATULINE DEPOT	11.9%	MULTIPLE SCLEROSIS	AVONEX	12.2%
ENDOCRINE	SOMAVERT	10.6%	MULTIPLE SCLEROSIS	BETASERON	13.5%
ENDOCRINE	SYPRINE	12.7%	MULTIPLE SCLEROSIS	COPAXONE	13.5%
ENDOCRINE	THIOLA	11.4%	MULTIPLE SCLEROSIS	EXTAVIA	12.6%
ENZYME DEFICIENCY	CHOLBAM	4.2%	MULTIPLE SCLEROSIS	GILENYA	13.5%
ENZYME DEFICIENCY	ORFADIN	-3.0%	MULTIPLE SCLEROSIS	GLATOPA	13.5%

ENZYME DEFICIENCY	STRENSIQ	11.3%	MULTIPLE SCLEROSIS	PLEGRIDY	13.5%
ENZYME DEFICIENCY	SUCRAID	10.9%	MULTIPLE SCLEROSIS	REBIF	13.3%
ENZYME DEFICIENCY	ZAVESCA	10.9%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	13.3%
GAUCHERS DISEASE	CERDELGA	13.5%	MULTIPLE SCLEROSIS	TECFIDERA	13.5%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	13.9%	NEUTROPENIA	LEUKINE	13.7%
GROWTH HORMONE DEFICIENCY	HUMATROPE	14.2%	NEUTROPENIA	NEULASTA	13.5%
GROWTH HORMONE DEFICIENCY	INCRELEX	12.6%	NEUTROPENIA	NEUPOGEN	13.5%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	14.2%	NEUTROPENIA	ZARXIO	13.5%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	12.4%	ONCOLOGY - INJECTABLE	INTRON A	13.0%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ NUSPIN	12.4%	ONCOLOGY - INJECTABLE	SYLATRON	13.5%
GROWTH HORMONE DEFICIENCY	OMNITROPE	13.8%	ONCOLOGY - INJECTABLE	SYNRIBO	11.4%
GROWTH HORMONE DEFICIENCY	SAIZEN	16.2%	ONCOLOGY - ORAL	AFINITOR	12.6%
GROWTH HORMONE DEFICIENCY	SEROSTIM	11.2%	ONCOLOGY - ORAL	AFINITOR DISPERZ	12.6%
GROWTH HORMONE DEFICIENCY	ZOMACTON	13.5%	ONCOLOGY - ORAL	ALECENSA	13.5%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.0%	ONCOLOGY - ORAL	BEXAROTENE	13.5%
HEMATOLOGIC	BERINERT	5.5%	ONCOLOGY - ORAL	BOSULIF	13.5%
HEMATOLOGIC	CINRYZE	7.8%	ONCOLOGY - ORAL	CAPECITABINE	13.2%
HEMATOLOGIC	FIRAZYR	13.5%	ONCOLOGY - ORAL	CAPRELSA	8.3%
HEMATOLOGIC	MOZOBIL	12.6%	ONCOLOGY - ORAL	COMETRIQ	10.6%
HEMATOLOGIC	PROMACTA	12.6%	ONCOLOGY - ORAL	COTELLIC	13.5%
HEMATOLOGIC	RUCONEST	12.5%	ONCOLOGY - ORAL	ERIVEDGE	12.5%
HEMOPHILIA	ADVATE	38.7%	ONCOLOGY - ORAL	FARYDAK	13.5%
HEMOPHILIA	ADYNOVATE	13.5%	ONCOLOGY - ORAL	GILOTRIF	13.5%
HEMOPHILIA	ALPHANATE/VON WILLEBRAND	36.8%	ONCOLOGY - ORAL	GLEEVEC	14.2%
HEMOPHILIA	ALPHANINE SD	30.5%	ONCOLOGY - ORAL	HYCAMTIN	14.8%
HEMOPHILIA	ALPROLIX	13.5%	ONCOLOGY - ORAL	IBRANCE	13.5%
HEMOPHILIA	BEBULIN	12.7%	ONCOLOGY - ORAL	ICLUSIG	12.5%
HEMOPHILIA	BENEFIX	7.3%	ONCOLOGY - ORAL	IMBRUVICA	13.5%
HEMOPHILIA	COAGADEX	30.0%	ONCOLOGY - ORAL	INLYTA	13.5%
HEMOPHILIA	CORIFACT	13.5%	ONCOLOGY - ORAL	IRESSA	13.5%

HEMOPHILIA	ELOCTATE	24.8%	ONCOLOGY - ORAL	JAKAFI	12.5%
HEMOPHILIA	FEIBA	31.1%	ONCOLOGY - ORAL	LENVIMA	13.5%
HEMOPHILIA	FEIBA NF	31.1%	ONCOLOGY - ORAL	LONSURF	14.5%
HEMOPHILIA	HELIXATE FS	36.9%	ONCOLOGY - ORAL	LYNPARZA	11.9%
HEMOPHILIA	HEMOFIL M	41.9%	ONCOLOGY - ORAL	MATULANE	12.5%
HEMOPHILIA	HUMATE-P	24.3%	ONCOLOGY - ORAL	MEKINIST	11.4%
HEMOPHILIA	IXINITY	7.3%	ONCOLOGY - ORAL	MESNEX	13.5%
HEMOPHILIA	KOATE-DVI	40.9%	ONCOLOGY - ORAL	NEXAVAR	12.5%
HEMOPHILIA	KOGENATE FS	39.9%	ONCOLOGY - ORAL	NINLARO	13.5%
HEMOPHILIA	MONOCLATE-P	29.6%	ONCOLOGY - ORAL	ODOMZO	13.5%
HEMOPHILIA	MONONINE	29.6%	ONCOLOGY - ORAL	POMALYST	13.0%
HEMOPHILIA	NOVOEIGHT	24.8%	ONCOLOGY - ORAL	REVLIMID	9.6%
HEMOPHILIA	NOVOSEVEN RT	34.1%	ONCOLOGY - ORAL	SPRYCEL	14.5%
HEMOPHILIA	NUWIQ	13.5%	ONCOLOGY - ORAL	STIVARGA	13.5%
HEMOPHILIA	PROFILNINE	13.4%	ONCOLOGY - ORAL	SUTENT	13.5%
HEMOPHILIA	PROFILNINE SD	13.4%	ONCOLOGY - ORAL	TAFINLAR	11.4%
HEMOPHILIA	RECOMBINATE	37.4%	ONCOLOGY - ORAL	TAGRISSO	13.5%
HEMOPHILIA	RIXUBIS	7.3%	ONCOLOGY - ORAL	TARCEVA	13.5%
HEMOPHILIA	TRETTEN	13.5%	ONCOLOGY - ORAL	TASIGNA	13.5%
HEMOPHILIA	WILATE	13.5%	ONCOLOGY - ORAL	TEMODAR	14.2%
HEMOPHILIA	XYNTHA	13.5%	ONCOLOGY - ORAL	TEMOZOLOMIDE	14.2%
HEPATITIS B	ADEFOVIR DIPIVOXIL	13.2%	ONCOLOGY - ORAL	THALOMID	14.0%
HEPATITIS B	BARACLUDE	13.2%	ONCOLOGY - ORAL	TRETINOIN	18.1%
HEPATITIS B	ENTECAVIR	13.2%	ONCOLOGY - ORAL	TYKERB	14.0%
HEPATITIS B	EPIVIR HBV	12.2%	ONCOLOGY - ORAL	VENCLEXTA	13.5%
HEPATITIS B	HEPSERA	13.2%	ONCOLOGY - ORAL	VOTRIENT	12.6%
HEPATITIS B	LAMIVUDINE HBV	12.2%	ONCOLOGY - ORAL	XALKORI	13.5%
HEPATITIS B	TYZEKA	13.2%	ONCOLOGY - ORAL	XELODA	13.2%
HEPATITIS C	DAKLINZA	13.5%	ONCOLOGY - ORAL	XTANDI	13.5%
HEPATITIS C	HARVONI	14.5%	ONCOLOGY - ORAL	ZELBORAF	12.2%
HEPATITIS C	OLYSIO	13.5%	ONCOLOGY - ORAL	ZOLINZA	14.2%
HEPATITIS C	PEGASYS	16.4%	ONCOLOGY - ORAL	ZYDELIG	13.5%
HEPATITIS C	PEGINTRON	14.2%	ONCOLOGY - ORAL	ZYKADIA	13.0%
HEPATITIS C	SOVALDI	13.5%	ONCOLOGY - ORAL	ZYTIGA	13.5%
HEPATITIS C	TECHNIVIE	13.5%	ONCOLOGY - TOPICAL	TARGRETIN	13.5%
HEPATITIS C	VIEKIRA PAK	13.5%	ONCOLOGY - TOPICAL	VALCHLOR	7.8%
HEPATITIS C	ZEPATIER	13.5%	OSTEOPOROSIS	FORTEO	13.2%
HIV	ABACAVIR	14.2%	PARKINSONS DISEASE	APOKYN	11.5%
HIV	ABACAVIR SULFATE/LAMIVUD INE/ZIDOVUDINE	14.2%	PULMONARY DISEASE	ESBRIET	13.5%
HIV	APTIVUS	14.3%	PULMONARY DISEASE	OFEV	12.5%
HIV	ATRIPLA	13.3%	PULMONARY HYPERTENSION	ADCIRCA	12.7%
HIV	COMBIVIR	13.5%	PULMONARY HYPERTENSION	ADEMPAS	12.5%

HIV	COMPLERA	13.5%	PULMONARY HYPERTENSION	LETAIRIS	12.7%
HIV	CRIVAN	14.3%	PULMONARY HYPERTENSION	OPSUMIT	12.7%
HIV	DIDANOSINE	14.3%	PULMONARY HYPERTENSION	ORENITRAM	12.5%
HIV	EDURANT	13.5%	PULMONARY HYPERTENSION	REVATIO	12.7%
HIV	EMTRIVA	14.3%	PULMONARY HYPERTENSION	SILDENAFIL	12.7%
HIV	EPIVIR	13.2%	PULMONARY HYPERTENSION	SILDENAFIL CITRATE	12.7%
HIV	EPZICOM	13.5%	PULMONARY HYPERTENSION	TRACLEER	12.7%
HIV	EVOTAZ	13.5%	PULMONARY HYPERTENSION	TYVASO	3.7%
HIV	FUZEON	12.1%	PULMONARY HYPERTENSION	UPTRAVI	14.0%
HIV	GENVOYA	13.5%	PULMONARY HYPERTENSION	VENTAVIS	+10.4%
HIV	INTELENCE	12.6%	TRANSPLANT	ASTAGRAF XL	10.9%
HIV	INVIRASE	14.3%	TRANSPLANT	CELLCEPT	12.5%
HIV	ISENTRESS	11.7%	TRANSPLANT	CYCLOSPORINE	51.8%
HIV	KALETRA	13.5%	TRANSPLANT	CYCLOSPORINE MODIFIED	51.8%
HIV	LAMIVUDINE	13.2%	TRANSPLANT	ENVARUSUS XR	13.5%
HIV	LAMIVUDINE/ZIDOVUDINE	13.5%	TRANSPLANT	GENGRAF	17.6%
HIV	LEXIVA	14.2%	TRANSPLANT	HECORIA	13.4%
HIV	NEVIRAPINE	14.2%	TRANSPLANT	MYCOPHENOLATE MOFETIL	11.7%
HIV	NEVIRAPINE ER	14.2%	TRANSPLANT	MYCOPHENOLIC ACID	13.5%
HIV	NORVIR	13.2%	TRANSPLANT	MYCOPHENOLIC ACID DR	13.5%
HIV	PREZCOBIX	13.5%	TRANSPLANT	MYFORTIC	13.5%
HIV	PREZISTA	14.2%	TRANSPLANT	NEORAL	13.2%
HIV	RESCRIPTOR	14.3%	TRANSPLANT	PROGRAF	13.4%
HIV	RETROVIR	13.5%	TRANSPLANT	RAPAMUNE	13.5%
HIV	REYATAZ	13.5%	TRANSPLANT	SANDIMMUNE	26.0%
HIV	SELZENTRY	12.6%	TRANSPLANT	SIROLIMUS	13.5%
HIV	STAVUDINE	12.6%	TRANSPLANT	TACROLIMUS	12.1%
HIV	STRIBILD	13.0%	TRANSPLANT	TACROLIMUS MONOHYDRATE	12.1%
HIV	SUSTIVA	14.2%	TRANSPLANT	ZORTRESS	13.5%

*Includes Nebulizer

NOTE: Can only dispense Anemia and Neutropenia drugs where they are adjunct therapy to Hepatitis-C.

EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between United HealthCare Services, Inc. on behalf of itself and its affiliates (“Business Associate”) and Williamson County (“Covered Entity”) and is effective on 1/1/2018 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. RESPONSIBILITIES OF COVERED ENTITY

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. **TERMINATION**

- 5.1 **Termination.** If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 **Effect of Termination or Expiration.** After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 **Cooperation.** Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. **MISCELLANEOUS**

- 6.1 **Construction of Terms.** The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 **Survival.** Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 **No Third Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Commissioners Court - Regular Session

32.

Meeting Date: 06/20/2017

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: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 09:50 AM

Started On: 06/15/2017 09:26 AM

Commissioners Court - Regular Session

33.

Meeting Date: 06/20/2017

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 Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 258.
- o) Discuss the acquisition of real property for CR Lakeline Blvd.
- p) Discuss the acquisition of real property for US 183.
- q) Discuss the acquisition of real property for Hairy Man Rd.
- r) Discuss the acquisition of real property for SW Bypass.
- s) Discuss the acquisition of real property for Crossroad Acres.
- t) Discuss proposed acquisition of real property on CR 138.
- u) Discuss proposed acquisition of real property at Highland Springs Lane.
- v) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

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: 06/15/2017

Reviewed By

Wendy Coco

Date

06/15/2017 11:11 AM
Started On: 06/15/2017 09:27 AM