

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 18TH, 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 – 26)

5. Discuss, consider, and take appropriate action on approving line item transfer for Purchasing.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0494-003006	Purchasing/Office Equipment	\$600.00
To	0100-0494-003900	Purchasing/Memberships	\$600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-002050	Corrections/Work Comp	\$22,872.77
To	0100-0540-002050	EMS/Work Comp	\$22,872.77
From	0100-0510-002050	Parks/Work Comp	\$1,579.43
To	0100-0630-002050	Hlth Dist/Work Comp	\$1,579.43

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$40,000
To	0100-0509-004509	Facilities/Facility Enhancemen	\$40,000

8. Discuss, consider and take appropriate action on line item transfer for Animal Services (WCRAS).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003804	Immunizations	3750.00
From	0545-0545-003010	Computer Equipment	10.86
To	0545-0545-002050	Workers Compensation	3760.86

9. Discuss, consider, and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003006	Office Equipment	\$800.00
To	0100-0499-003120	Printer Supplies	\$800.00

10. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed Forms, Books, Binders	\$2,000.00
To	0100-0499-003005	Office Furniture	\$2,000.00

11. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$5,000.00
To	0100-0499-003006	Office Equipment	\$4,000.00
To	0100-0499-003120	Printer Supplies	\$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0403-003100	Office Supplies	1000.00
From	0100-0403-004410	Bond Premiums	269.50

From	0100-0403-004412	Errors & Omissions	420.00
To	0100-0403-004212	Postage	1689.50
From	0100-0404-003100	Office Supplies	1000.00
From	0100-0404-004410	Bond Premiums	44.50
From	0100-0404-004412	Errors & Omissions	429.00
To	0100-0404-004212	Postage	1473.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003901	Publications/Books/Periodicals	\$619.98
To	0100.0560.004850	RCS Radio Fees	619.98

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment >\$5,000	\$10,000.00
To	0100.0560.003311	Uniforms	\$10,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$7,279.63
To	0100-0510-004510	Parks/Facility Repairs	\$7,279.63

16. Discuss, consider, and take appropriate action on line item transfer for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.005300	Improvements >\$5,000	\$3,948
To	0100.0510.004510	Facility Maintenance and Repa	\$3,948

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

18. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (16) Chairs, (4) Wall Clocks, (2) Calculators, (1) Rolling cart, (1) Metal Shelf, (4) Binding Covers, (27) Monitors, (12) Keyboards, (10) Mice, (12) Towers, (4) Speakers, (6) Staplers, (8) Under desk keyboard trays, (1) TV, (1) Box of Arm rests, (7) Desktops, (4) Power cords, (1) Keyboard/mouse set, (1) Desk, (4) Printers, (1) 2010 Chevy Tahoe (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

19. Discuss, consider and take appropriate action on approving property tax collections for the month of June 2017 for the Williamson County Tax Assessor/Collector.
20. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of June 2017 for the Williamson County Tax Assessor/Collector.
21. Discuss, consider and take appropriate action to recognize completion of required continuing education hours for the Williamson County Tax Assessor/Collector.
22. Discuss, consider and take any appropriate action regarding approval and receipt of Standard Agreements with Meadows at Chandler Creek and Fern Bluff MUD regarding off-duty contracting of County Sheriff Deputies.
23. Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Warrant study - Neenah Ave and Pearson RR for Williamson County Road and Bridge.
24. Discuss, consider, and take appropriate action on the final plat for the Chacado Hills subdivision - Pct 3
25. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Sonterra West Section 8 subdivision - Pct 3
26. Discuss, consider, and take appropriate action on approval of the Elgin Acres subdivision - Pct 4

REGULAR AGENDA

27. Receive and acknowledge the July 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
28. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
29. Discuss, consider, and take appropriate action regarding a Utility Joint Use agreement between Oncor Electric and Williamson County for utility relocations on CR 110 Middle, a Road Bond Project in Commissioner Pct. 4.
30. Discuss, consider, and take appropriate action regarding the Utility Joint Use and Reimbursement Agreement with Frontier Communication for utility relocations on the Southwest Bypass Phase 1, a Road Bond Project in Commissioner Pct. 3.
31. Discuss, consider and take appropriate action on a Supplemental No. 3 to the Professional Service Agreement (PSA) for Forest North Drainage Phase 2 between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program.
32. Discuss, consider and take appropriate action on a Real Estate Contract with Travis Lee Betak for right of way needed on CR 101 (Parcel 7).

33. Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District Regarding Relocation of Water System Improvements (CR 110 Middle).
34. Discuss, consider and take appropriate action on a TXDOT Resolution for a Local Project Advance Funding Agreement for the SH 29 CR 200 Intersection Improvements.
35. Discuss, consider and take appropriate action on a Local Project Advance Funding Agreement with TXDOT for SH 29 CR 200 Intersection Improvements.
36. Discuss, consider and take appropriate action on a TXDOT Resolution for a Local Project Advance Funding Agreement for the RM 2243 CR 176 Left Turn Lane.
37. Discuss, consider and take appropriate action on a Local Transportation Project Advance Funding Agreement with TXDOT for RM 2243 CR 176 Left Turn Lane.
38. Discuss, consider and take appropriate action on a TXDOT Resolution for a Local Project Advance Funding Agreement for the US 183 CR 259 Turn Lanes & Crossover.
39. Discuss, consider and take appropriate action on a Local Project Advance Funding Agreement with TXDOT for US 183 CR 259 Turn Lanes and Crossover.
40. Discuss, consider and take appropriate action to terminate the Inter-local Agreement for use of Parks maintenance equipment between the City of Hutto and Williamson County.
41. Discuss, consider, and take appropriate action on approving County holidays for FY17.18.
42. Discuss, consider and take appropriate action ordering a special election on November 7, 2017 for the purpose of allowing for voting "for or against the proposition: Abolishing the Office of County Surveyor for this county." (NOTE: Under the Texas Constitution, Article 16, Section 44(c): The Commissioners Court of a county may call an election to abolish the Office of County Surveyor in the county. Such type of said special election approved to be called would be included as a proposition within the General Election Ballot and need not be separated in date or ballot.).
43. Discuss, consider, and take appropriate action approving the existing lessee's, Greg Boatright, sublease of the Residential Leased Premises located at 9769 HWY 29 W, Georgetown, Texas, 78628, to Brenda Damer, as sublessee.
44. Discuss and take appropriate action on FY2018 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract
45. Discuss, consider and take appropriate action on an Interlocal Agreement Between The Capital Area Council of Governments and Williamson County, Texas for Continuation and Support of the CAPCOG Regional Air Quality Program.
46. Discuss, consider and take appropriate action a line item transfer for Non Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$3,473
To	0100-0409-004912	Non Dept/CAPCOG	\$3,473

47. Discuss, consider and take appropriate action on authorizing the use of career ladders in various departments throughout the County.
48. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Tennis Pro Manager - Southwest Williamson County Regional Park under RFP # 1707-172.
49. Discuss, consider and take appropriate action on awarding IFB # 1704-165, CR 384 Low Water Crossing at Donahoe Creek to the lowest responsive bidder, Lupe Rubio Construction Co., Inc. and authorizing the execution of the agreement.
50. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Improvements to Inner Loop Pavement Services under IFB # 1706-168.
51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$14,751.91
	0546.0000.367440	Jane's Fund Donations	\$21,679.28
	0546.0000.367441	ASPCA Donations	\$0.00
	0546.0000.367442	Play Yard Donation	\$2,075.00
	0546.0000.367443	Heart Worm Trmt Donations	\$1,131.38
	0546.0000.367445	Sit Team Donations	\$500.00
	0546.000.370150	Sale of Pet Care Products	\$689.94

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$689.94
	0546.0546.003670	Use of Donations	\$14,751.91
	0546.0546.004100	Professional Services	\$21,679.28
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$500.00
	0546.0546.004509	Facility Enhancements	\$2,075.00
	0546.0546.004975	Animal Medical Care	\$1,131.38

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	VA Donations	\$50.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$355.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$355.00

57. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-001110	Overtime	\$211,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0570-001110	Overtime	\$375,000

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)."

59. 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
 - f) Texas State Gold Depository
60. 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 N. 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 Seward Junction SE Loop.
 - 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.
 - x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
 - y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
 - z) Discuss Cedar Hollow low water crossings and Lost River.
 - aa) Discuss the acquisition of Real Estate for Tower Site.
- 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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.

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

- 61.** 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) 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
 - Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
 - o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
 - p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
 - q) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- 62.** 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).
- 63.** 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)

- 64.** Discuss and take appropriate action concerning economic development.
- 65.** Discuss and take appropriate action concerning real estate.
- 66.** 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) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
 - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - m) Berry Springs Park and Preserve pipeline
 - n) 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
 - o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
 - p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
 - q) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- 67.** 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.
- 68.** 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:** 07/18/2017

NIGP commodity codes

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving line item transfer for Purchasing.

Background

This transfer is to cover an annual subscription to utilize National Institute of Governmental Purchasing (NIGP) 5-digit codes to properly track commodity spend. The codes are living codes and with this subscription the County will receive annual updates with changes. Start-up licensing fee is \$249.95 and annual license fee will be \$550.00. Fees are based on Annual Procurement Volume of the Agency.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0494-003006	Purchasing/Office Equipment	\$600.00
To	0100-0494-003900	Purchasing/Memberships	\$600.00

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Budget Office

Form Started By: Kerstin Hancock
Final Approval Date: 07/10/2017

Reviewed By

Kerstin Hancock
Wendy Coco
Ashlie Koenig

Date

07/07/2017 02:55 PM
07/10/2017 10:07 AM
07/10/2017 01:08 PM
Started On: 07/07/2017 01:49 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/18/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

Each year we load projected work comp rates into our budget software. The actual bill is then based on claims as well as actual payroll. This transfer will cover the shortfall for these two departments. FY 18 budgets have been adjusted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0570-002050	Corrections/Work Comp	\$22,872.77
To	0100-0540-002050	EMS/Work Comp	\$22,872.77
From	0100-0510-002050	Parks/Work Comp	\$1,579.43
To	0100-0630-002050	HLth Dist/Work Comp	\$1,579.43

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/10/2017

Reviewed By

Wendy Coco

Date

07/10/2017 10:07 AM

Started On: 07/08/2017 10:46 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/18/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

We currently have funding to replace 75% of the carpet in the Juvenile Justice Center. This transfer will cover the remaining 25%. Lead time for the manufacturer is several months and we just now learned carpet is back in stock. We are attempting to buy the remainder of the carpet while it's available. Funding remaining in non-departmental/contingencies is more than ample to satisfy this transfer and remaining unforeseens throughout the rest of FY 17.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$40,000
To	0100-0509-004509	Facilities/Facility Enhancemen	\$40,000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Date

07/11/2017 07:59 AM

Started On: 07/10/2017 02:13 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 07/18/2017

Transfer to cover Workers Compensation

Submitted For: Cheryl Schneider**Submitted By:** Cheryl Schneider, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on line item transfer for Animal Services (WCRAS).

Background

The work comp rates are received and loaded into the budget software each year and are merely an estimate. The actuals do not come out until well after the new budget has been adopted. Actuals are based on claims as well as total compensation. Due to this as well as other factors such as unallocated and volunteers, the estimate was lower than it should have been.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003804	Immunizations	3750.00
From	0545-0545-003010	Computer Equipment	10.86
To	0545-0545-002050	Workers Compensation	3760.86

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cheryl Schneider

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/11/2017 07:59 AM

07/11/2017 08:06 AM

Started On: 07/10/2017 04:28 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 07/18/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

This request is to provide funding to purchase toners for several printers used throughout the tax office. The purchase of the toners will allow the staff to continue to use the printers to perform their duties on a daily basis.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-003006	Office Equipment	\$800.00
To	0100-0499-003120	Printer Supplies	\$800.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/10/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/10/2017 10:07 AM

07/10/2017 01:04 PM

Started On: 07/07/2017 07:41 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 07/18/2017

Line item transfer for the Tax Assessor Collector

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

Information**Agenda Item**

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

Background

This line item transfer will be utilized to update the office furniture in the Information Services manager and the Round Rock Tax Office Annex. The Information Services manager is currently working on a credenza and small work area. These funds would enable the office to purchase a desk which will allow the manager the workspace to conduct business. The other portion of this request is to reupholster the task chairs in the Round Rock Annex. Currently, the seat covers have worn through where the fabric is completely gone.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed Forms, Books, Binders	\$2,000.00
To	0100-0499-003005	Office Furniture	\$2,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/11/2017 07:59 AM

07/11/2017 08:03 AM

Started On: 07/10/2017 10:50 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 07/18/2017

Line item transfer for the Tax Assessor Collector.

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

Information**Agenda Item**

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

Background

Additional funds are needed to purchase a cash count machine for the Georgetown office plus three thermal printers for the Annex offices. The machines provide counterfeit detection methods for the counter staff processing payments. In addition, funds are needed for printer toner that are used in the various tax offices.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004212	Postage	\$5,000.00
To	0100-0499-003006	Office Equipment	\$4,000.00
To	0100-0499-003120	Printer Supplies	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/11/2017 07:59 AM

07/11/2017 08:03 AM

Started On: 07/10/2017 02:19 PM

Commissioners Court - Regular Session**12.****Meeting Date:** 07/18/2017

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 the County Clerk.

Background

End of the year and postage is running low. Need about two months more to get us into the next fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0403-003100	Office Supplies	1000.00
From	0100-0403-004410	Bond Premiums	269.50
From	0100-0403-004412	Errors & Omissions	420.00
To	0100-0403-004212	Postage	1689.50
From	0100-0404-003100	Office Supplies	1000.00
From	0100-0404-004410	Bond Premiums	44.50
From	0100-0404-004412	Errors & Omissions	429.00
To	0100-0404-004212	Postage	1473.50

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Nancy Rister

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/12/2017 08:13 AM

07/12/2017 01:36 PM

Started On: 07/11/2017 05:04 PM

Commissioners Court - Regular Session**13.****Meeting Date:** 07/18/2017

Line Item Transfer for County Sheriff

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

Information**Agenda Item**

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

Background

The requested line item transfer is at the request of Pam Navarette due to the fact that there is not enough funds to cover the 4th quarter in RCS Radio Fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003901	Publications/Books/Periodicals	\$619.98
To	0100.0560.004850	RCS Radio Fees	619.98

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/12/2017 03:03 PM

07/12/2017 03:41 PM

Started On: 07/12/2017 08:21 AM

Commissioners Court - Regular Session**14.****Meeting Date:** 07/18/2017

Line Item Transfer for the County Sheriff

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

Information**Agenda Item**

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

Background

The requested line item transfer is needed in order to purchase Ballistic vests that are expiring. We have to replace 16 additional vest for replacement employees this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.005730	Radio Equipment >\$5,000	\$10,000.00
To	0100.0560.003311	Uniforms	\$10,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Sheriff (Originator)

Sheriff (Originator)

Form Started By: Peggy Braun

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Robert Chody

Robert Chody

Date

07/12/2017 03:03 PM

07/12/2017 03:09 PM

07/12/2017 05:01 PM

Started On: 07/12/2017 08:34 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 07/18/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

We have two pumps at the Quarry Splash Pad and one has gone out. The quote for the repair is attached. Monies are not available within the Parks budget as the only excess funding available is being used for the scoreboards/timers at the Parks that have also failed to the tune of \$3300. In addition, we are requesting \$1,000 to add a sensor that will alert us when water isn't flowing, automatically shut down the pump and prevent the pump from failure in the future.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$7,279.63
To	0100-0510-004510	Parks/Facility Repairs	\$7,279.63

AttachmentsPump Failure

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/12/2017 04:38 PM

07/13/2017 08:42 AM

Started On: 07/12/2017 03:56 PM

PURCHASE ORDER

Williamson County
Purchasing Department
901 S.Austin Ave,
Georgetown, TX 78626
512-943-1100

P.O.Number: **164965**

Date: 07/07/2017

Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
HAMILTON ELECTRIC WORKS INC
3800 AIRPORT BLVD
AUSTIN TX 78722

Requested By: Bonner, Benita

Delivery Date: 07/10/2017

Ship to:
Wmsn Cnty Parks & Recreation
219 Perry Mayfield
Leander, TX 78641

Bill to:
Wmsn Cnty Parks & Recreation
219 Perry Mayfield
Leander, TX 78641

Description	Price	Per	Amount
1: ITEM: COMMERCIAL EQ SERIES 15-3-2-215JMZ. NOTE: Facilities came out and evaluated pump. They said to use Hamilton for pump replacement or repairs. Emergency purchase will improve the water play area & help with pump functions.	6,279.63	1 Each	6,279.63

Supplier Item:

Notes to Supplier:

Total 6,279.63

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at www.wilco.org/purchasing.
Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

Williamson County Purchase Orders constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasi-contractual terms are subject to the extend authorized by Texas law, including but not limited to Tex/ Const. art. XI, § 7, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By:

Commissioners Court - Regular Session**16.****Meeting Date:** 07/18/2017

Line item transfer for Parks Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on line item transfer for the Parks Department.

Background

This transfer is necessary to make repairs to properly operate the score board and game clock timers for the football stadium at Southwest Williamson County Regional Park.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.005300	Improvements >\$5,000	\$3,948
To	0100.0510.004510	Facility Maintenance and Repa	\$3,948

Attachments

Daktronics supporting information

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Randy Bell

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Ashlie Koenig

Date

07/13/2017 09:25 AM

07/13/2017 10:08 AM

Started On: 07/13/2017 08:39 AM

DAKTRONICS QUOTE # 614903-1-3

Williamson County Parks & Recreation

219 Perry Mayfield
Leander, TX USA 78641

Phone:

Fax:

Email:

12/Jul/2017

Quote valid for: 90 days

Terms: Net 30 days from shipment with
Purchase Order

Subject to Credit Review

FCA: DAKTRONICS

Reference: Williamson County 45 Second Clock - BuyBoard Vendor # 512-16

Item No.	Model	Description	Qty	Price
1	TI-2003-R-PV for Delay of Game	Outdoor PanaView® Delay of Game Timer; Set of 2; Scoreboard Color: _____ Cabinet Dimensions: 3' 0" H X 4' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: RED Max Power: 150 watts/display Weight: Unpackaged 65 lbs per display; Packaged 120 lbs per display	1	USD 3,268.00
	Outdoor Scoreboard Wire Communication	Communication Type: Wire (Cable not included)	2	
	I-Beam Mounting Method (A)	For 2 I-Beams	1	
	FREIGHT	Shipping to site	1	
2	AS-5010 Kit	All Sport® 5010 Control Console Kit	1	USD 680.00
Services				
3	G5C5-W	Five Year Warranty - Parts Coverage - G5G5	1	

Total Price Excluding Sales Tax: USD 3,948.00

DAKTRONICS QUOTE # 614903-1-3

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- | | |
|--|------------------------------------|
| - Electrical Installation | - Physical/Mechanical Installation |
| - Structure | - Foundation |
| - Power | - Hoist |
| - Technical Support/Installation Support | - Engineering Certification |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 614903-1 Rev 3 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.

Jose Rodriguez
PHONE:
FAX: 605-697-4746
EMAIL: Jose.Rodriguez@daktronics.com

Becky Graham
PHONE: 605-692-0200
FAX: 605-697-4746
EMAIL: Becky.Graham@daktronics.com

Terms and Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale

www.daktronics.com/terms_conditions/SL-02375.pdf

SL-02374 Standard Warranty and Limitation of Seller's Liability

www.daktronics.com/terms_conditions/SL-02374.pdf

SL-07862 Software License Agreement

www.daktronics.com/terms_conditions/SL-07862.pdf

SL-04116 Graphic File Standards

www.daktronics.com/terms_conditions/SL-04116.pdf

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title

Purchase Order Information:

Williamson County Parks &
Recreation

PO# _____

PO Date _____

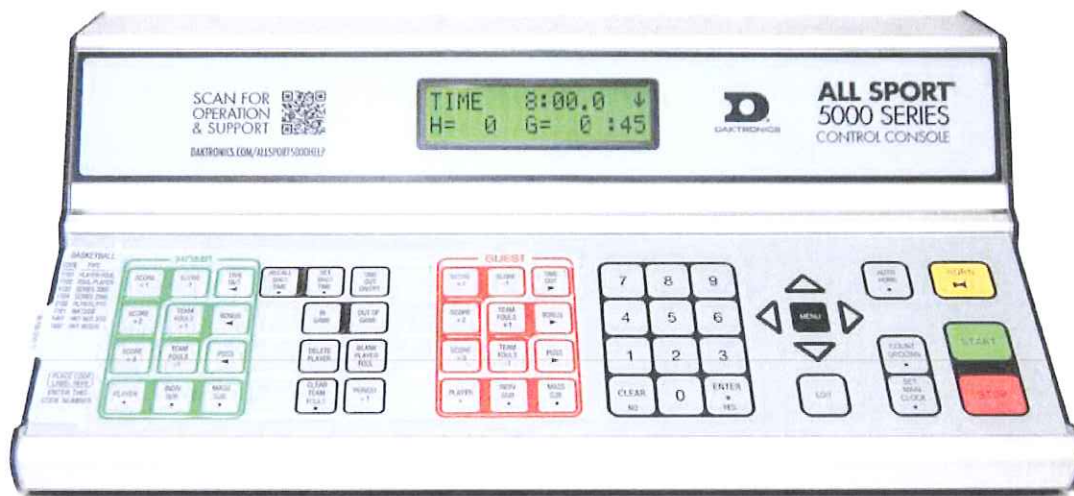
Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
Ship To:	
_____ Company	
_____ Contact Person	
_____ Address	
_____ City	
_____ State	_____ Zip
_____ Telephone	
_____ Fax	
_____ Email	

<input type="checkbox"/> Same as Ship to	
End User:	
_____ *Company	
_____ Contact Person	
_____ Address	
_____ *City	
_____ *State	_____ *Zip
_____ Telephone	
_____ Fax	
_____ Email	
*Required Information	

BILL TO (if different from quoted address):	
_____ Company	
_____ Contact Person	
_____ Address	
_____ City	
_____ State	_____ Zip
_____ Telephone	
_____ Fax	
_____ Email	

DAKTRONICS ALL SPORT 5000 PRODUCT SPECIFICATIONS



DIMENSIONS	WEIGHT	POWER (120/240 VAC)
4.25" H x 16.25" W x 9" D (108 mm, 413 mm, 229 mm)	7 lb (3.2 kg)	6 Watts

DISPLAY

A 32-character liquid crystal display (LCD) prompts the operator and provides vital feedback. Two lines of 16 characters provide easy viewing of game in progress information. The LCD is backlit with LEDs to allow for readability in dark areas as well as bright sunlight.

- Viewing area: 3.89" W x 0.94" H (99 mm, 24 mm)
- Characters: 0.189" W x 0.378" H (4.8 mm, 9.6 mm)

CONSTRUCTION

Heavy-duty aluminum case is the toughest line of defense against drops, static electricity, and high/low temperatures. The console's "snap-action" keyboard is sealed, making it resistant to moisture and spills. An internal beeper helps to indicate a completed keystroke.

SPORT MODES

Interchangeable sport inserts allow a single console to work for a wide variety of indoor and outdoor sports. Sport inserts reduce the confusion of having multiple functions on individual keys. On most inserts, HOME keys are color-coded green and GUEST keys are red for quick identification. The All Sport 5000 console can also be custom-programmed as needed.

NON-VOLATILE MEMORY

The most current information is automatically stored on a memory chip without the need for a battery, should there be a loss of power. The memory cannot be erased and is only overwritten once new information is entered.

PRODUCT SAFETY APPROVAL

ETL-listed, tested to CSA standards, and CE-labeled; FCC approved

OPERATING TEMPERATURES

32° to 130° Fahrenheit (0° to 54° Celsius)

GENERAL INFORMATION

Console can control multiple scoreboards and stat panels, display tenth-of-a-second times, and features Time of Day and Segment Timer modes. Console is static electricity resistant to 20,000 volts. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Durable carrying case (see [SL-04551](#))
- 2.4 GHz spread spectrum radio control (see [SL-04370](#))
- Handheld shot clock controllers
- External battery kit (see [SL-04457](#))

FOR ADDITIONAL INFORMATION

- Manual: See [ED-11976](#)
- Quick Guide: See [DD2077845](#)

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746
SL03991 011817 Page 1 of 2

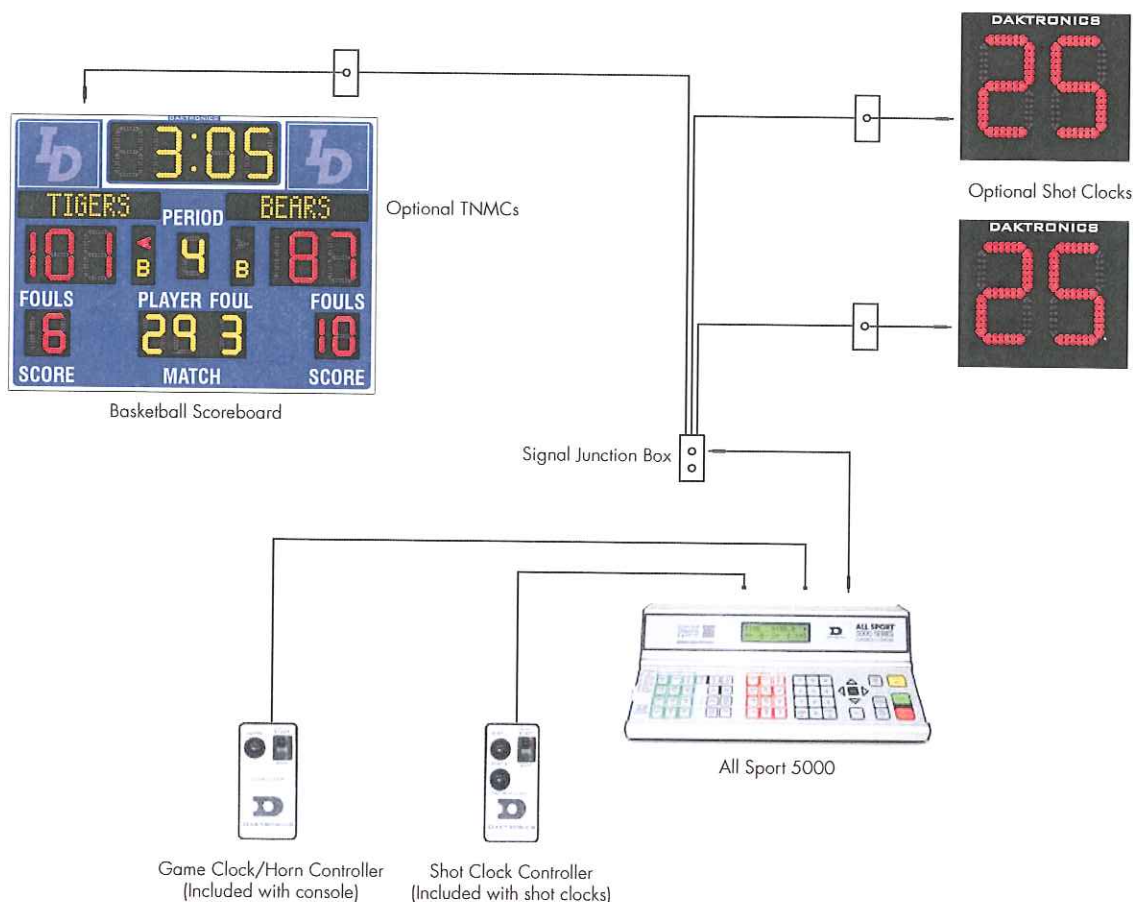


DAKTRONICS ALL SPORT 5000 PRODUCT SPECIFICATIONS

FEATURE	BENEFIT
Cumulative memory	Saves points and fouls for up to 15 players per team in basketball mode and several user-defined player stats for volleyball for use on stat displays
Main & auxiliary scoreboard control	Control basketball shot clocks & stat displays, hockey goal lights or football delay-of-game clocks in addition to the main scoreboard from the same output signal
Real-Time Data (RTD) output	Displays game-in-progress information on electronic message displays
Track-timing interface	Displays information from automatic timing systems on standard football scoreboards
Multiple sport modes	Easily move the same console from venue to venue
TNMC control	Display custom names for each team on scoreboards that support optional programmable Team Name Message Centers (TNMCs)

TYPICAL CONTROL DIAGRAM

Refer to the diagram below for a typical layout of an All Sport 5000 controller, basketball scoreboard and optional shot clocks.



Commissioners Court - Regular Session**17.****Meeting Date:** 07/18/2017

Compensation Items

Submitted For: Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsComp Item

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:55 AM

Started On: 07/12/2017 08:38 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
911 Communications	0141	13900	\$36,547.39	\$38,394.68	\$1,847.29	5.05%	Title, Grade change: Telecommunication Officer I (B.21) to Telecommunications Officer II (B.22) - Career Ladder Progression as approved during budget. To minimum of grade.	Unallocated	7/14/2017
911 Communications	1688	13898	\$36,547.39	\$38,394.68	\$1,847.29	5.05%	Title, Grade change: Telecommunication Officer I (B.21) to Telecommunications Officer II (B.22) - Career Ladder Progression as approved during budget. To minimum of grade.	Unallocated	7/14/2017
911 Communications	0139	13572	\$38,394.67	\$40,362.70	\$1,968.03	5.13%	Title, Grade change: Telecommunication Officer II (B.22) to Telecommunications Officer III (B.23) - Career Ladder Progression as approved during budget. To minimum of grade.	Unallocated	7/14/2017
Const. Pct. 1	0274	Vacant	\$37,762.48	\$31,521.23	-\$6,241.25	-16.53%	decrease vacant position salary	TO Unallocated	7/14/2017
Const. Pct. 1	0273	14107	\$36,171.20	\$37,979.76	\$1,808.56	5.00%	Merit	Unallocated	7/14/2017
County Clerk Records	0686	13913	\$32,783.00	\$33,766.49	\$983.49	3.00%	Merit	Unallocated	7/14/2017
Extension Service	0910	Vacant	\$32,129.14	0	0	0	Title Change: Adm Tech 4H and AG to Admin Tech	N/A	7/28/2017
Sheriff's Office	1417	14180	\$41,407.48	\$43,477.84	\$2,070.36	5.00%	Merit	Unallocated	7/14/2017
Sheriff's Office	1294	Vacant	\$68,975.75	\$66,072.50	-\$2,903.25	-4.21%	Title, Grade change, decrease vacant position salary: Deputy Sheriff (L1.15) to Sergeant (L3.6)	Unallocated	7/14/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**18.****Meeting Date:** 07/18/2017

Asset Auction 7/18/2017

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 (16) Chairs, (4) Wall Clocks, (2) Calculators, (1) Rolling cart, (1) Metal Shelf, (4) Binding Covers, (27) Monitors, (12) Keyboards, (10) Mice, (12) Towers, (4) Speakers, (6) Staplers, (8) Under desk keyboard trays, (1) TV, (1) Box of Arm rests, (7) Desktops, (4) Power cords, (1) Keyboard/mouse set, (1) Desk, (4) Printers, (1) 2010 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 Auction 2](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 11:52 AM

Started On: 07/11/2017 02:39 PM

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Multi Colored Office Chair			Non-Working
1	Green Office Chair			Working
1	Black High Back Black Mesh Office Chair			Non-Working
4	Wall Clocks			Working
2	Calculators			Non-Working

Parties involved:**FROM** (Transferor Department):

DISTRICT CLERK

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

Print Name

Print Name

Signature

Date Phone Number

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

AUCTION

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

RECEIVED

Print Name

Print Name

Signature

Date Phone Number

JUL - 5 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 _____

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

SALE at the earliest auction *

DONATION to a non-county entity

DESTRUCTION due to
Public Health / Safety

[illegible]

From Department: Lisa David, Williamson County District Clerk

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	SEE ATTACHED LIST			

Parties involved:

FROM (Transferor Department): Juvenile Services

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

John Pelczar
Print Name

Signature

Contact Person:

John Gordon
Print Name

+1 (512) 943-3303
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:

RECEIVED

Print Name

Date Phone Number

JUL - 7 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 _____

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 6/17/17

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell OptiPlex 780	HXW8XL1	C02702	Working
2	Dell OptiPlex 780	2YW8XL1	C02679	Working
3	Dell OptiPlex 780	4ZQXBP!	N/A	Working
4	Dell OptiPlex 740	9TWD6J1	C02231	Working
5	Dell OptiPlex 740	CLJWQF1	C01857	Working
6	Dell OptiPlex 740	7PJWQF1	C01864	Working
7	Dell OptiPlex GX520	2Y4PYB1	C01352	Working
8	Dell Monitor 1708FPb	CN-oG302H-74261-8B0-59ES	N/A	Working
9	Dell Monitor 1708FPb	CN-oG302H-74261-8B0-052S	N/A	Working
10	Dell Monitor 1708FPb	CN-oG302H-74261-8B0-58VS	N/A	Working
11	Dell Monitor 1708FPb	CNoFP816-74261-79Q-4AYS	N/A	Working
12	Dell Monitor 1708FPb	CNoFP816-74261-79Q-4TPS	N/A	Working
13	Dell Monitor 1708FPb	CN-oG302H-74261-8B0-59DS	N/A	Working
14	Dell Monitor 1708FPb	CN-oCC280-71618-677-ADFN	N/A	Working
15	Dell Wired Mouse	N/A	N/A	Working
16	Dell Wired Mouse	N/A	N/A	Working
17	Dell Wired Mouse	N/A	N/A	Working
18	Dell Wired Keyboard	SK-8115	N/A	Working
19	Dell Wired Keyboard	SK-8115	N/A	Working
20	Dell Wired Keyboard	SK-8115	N/A	Working
21	Dell Wired Keyboard	SK-8115	N/A	Working
22	Power Cords	N/A	N/A	Working
23	Power Cords	N/A	N/A	Working
24	Power Cords	N/A	N/A	Working
25	Power Cords	N/A	N/A	Working
26	Wireless Keyboard and Mouse USB Adapter	N/A	N/A	Working
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				

RECEIVED**JUL - 7 2017****AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Desk		A109204	Working
2	Dell Laser Jet Printer B5460dn	JN9GSS1 / 57GFSS1		Working
1	HP Printer C8050A	USLND21870		Working
1	Dell Printer 5330dn	G49DQM1		Working
				Non-Working

Parties involved:

FROM (Transferor Department): Human Resources

Transferor - Elected Official/Department Head/Authorized Staff:

Tara Raymore

Print Name

Signature

Contact Person:

Kristy Sutton

Print Name

943-1533

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.)

NA

Print Name

Signature

Date

Contact Person:

NA

Print Name

NA

Phone Number

RECEIVED

JUL - 5 2017

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

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell P1913b	CN-ODTOPH-74261-41LOLHL		Working
1	Dell P2014Ht	CN-OJ6HFT-74445-48E-6931L		Working
1	Dell P1913b	CN-ODTOPH-74261-41L-OLPL		Working
1	Dell P1913b	CN-ODTOPH-74261-41L-OE1L		Working
1	Dell 1800FP	MX-07R477-48323-35E-OB94		Working

Parties involved:
FROM (Transferor Department): Justice of the Peace #2
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Judge Edna Staudt
 Print Name
[Signature]
 Signature
 Date 6/27/17

Melissa East
 Print Name
 +1 (512) 260-4215
 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
 +1 (512) 943-3314
 Signature
 Date
 Phone Number

RECEIVED
JUL - 5 2017
**AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell P1913b	CN-ODTOPH-74261-41G-2EGL		Working
1	Dell P2014Ht	CN-OJ6HFT-74445-487-A5UL		Working
1	Dell P1913b	CN-OTJKG1-74261-17M-23VU		Working

Parties involved:FROM (Transferor Department): Justice of the Peace #2
**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Print Name

Melissa East

Print Name

Signature

*Judge Edna Staudt**Edna Staudt 6/27/17*

Date

+1 (512) 260-4215

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

+1 (512) 943-3314

Phone Number

Print Name

Signature

Date

RECEIVED

JUL - 5 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 _____

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	135,881
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNMCAE01AR172369
Equipment/Door Number	3B1034
License Plate	FZW-0136
Year	2010
Make	CHEVROLET
Model	TAHOE
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Theresa Lock 6/6/2017 2:24 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 6/7/2017 11:50 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 7/5/2017 9:07 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 7/5/2017 11:40 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 7/11/2017 8:45 AM

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session**19.****Meeting Date:** 07/18/2017

Property Tax Collections – June 2017

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax collections for the month of June 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

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

Attachments[060117-063017 GWI-RFM](#)[060117-063017 GWI-RFM Graph](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 07:55 AM

Started On: 07/12/2017 04:52 PM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
June 30, 2017

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	\$226,223,062.05	\$347,183.78	\$226,570,245.83	\$382,440.17	\$50,161.94	\$1,390.14	\$1,838,275.14	\$224,731,970.69	99.19%	99.37%	100.03%
2015 & Prior	\$2,047,458.40	(\$326,001.74)	\$1,721,456.66	\$25,989.00	\$11,534.89	\$2,218.59	\$1,361,799.50	\$359,657.16	20.89%	30.36%	
Rollbacks	\$468,099.22	\$718,180.66	\$1,186,279.88	\$43,984.12	\$0.00	\$0.00	\$231,851.56	\$954,428.32	80.46%	80.91%	
Total All	\$228,738,619.67	\$739,362.70	\$229,477,982.37	\$452,413.29	\$61,696.83	\$3,608.73	\$3,431,926.20	\$226,046,056.17	98.50%	98.76%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	\$20,562,004.13	\$37,195.72	\$20,599,199.85	\$34,886.62	\$4,565.58	\$127.39	\$163,324.06	\$20,435,875.79	99.21%	99.39%	100.00%
2015 & Prior	\$172,606.65	(\$28,135.06)	\$144,471.59	\$2,465.66	\$1,224.34	\$187.76	\$111,996.56	\$32,475.03	22.48%	32.63%	
Rollbacks	\$37,565.88	\$59,978.05	\$97,543.93	\$3,926.19	\$0.00	\$0.00	\$19,985.36	\$77,558.57	79.51%	79.94%	
Total All	\$20,772,176.66	\$69,038.71	\$20,841,215.37	\$41,278.47	\$5,789.92	\$315.15	\$295,305.98	\$20,545,909.39	98.58%	98.84%	

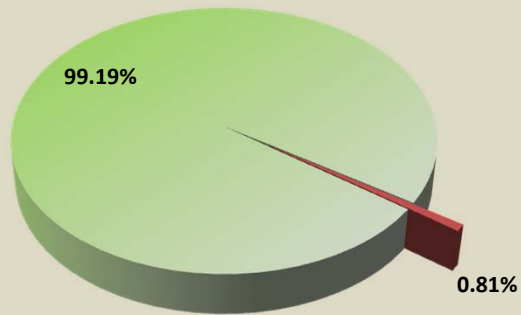
2016 COMBINED MONTHLY BREAKDOWN

Oct-16	\$249,510,796.33	\$174,087.04	\$249,684,883.37	\$9,479,071.82	\$21,239.64	\$1,658.11	\$240,204,153.44	\$9,480,729.93			
Nov-16	\$249,684,883.37	\$633,585.03	\$250,318,468.40	\$10,270,321.69	\$30,038.80	\$4,805.07	\$230,562,611.71	\$19,755,856.69			
Dec-16	\$250,318,468.40	(\$278,681.38)	\$250,039,787.02	\$132,850,048.98	\$23,630.70	\$593.98	\$97,433,287.37	\$152,606,499.65			
Jan-17	\$250,039,787.02	\$148,420.90	\$250,188,207.92	\$85,802,448.75	\$29,213.62	\$289.79	\$11,778,969.73	\$238,409,238.19			
Feb-17	\$250,188,207.92	(\$46,669.47)	\$250,141,538.45	\$3,563,898.84	\$196,390.69	(\$30,865.31)	\$8,199,266.73	\$241,942,271.72			
Mar-17	\$250,141,538.45	(\$88,426.37)	\$250,053,112.08	\$2,110,181.72	\$123,515.82	\$37,185.40	\$5,963,473.24	\$244,089,638.84			
Apr-17	\$250,053,112.08	\$146,139.52	\$250,199,251.60	\$728,306.79	\$87,457.12	\$2,046.90	\$5,379,259.07	\$244,819,992.53			
May-17	\$250,199,251.60	\$74,048.72	\$250,273,300.32	\$1,273,516.27	\$59,796.86	\$841.12	\$4,178,950.40	\$246,094,349.92			
Jun-17	\$250,273,300.32	\$45,897.42	\$250,319,197.74	\$493,691.76	\$67,486.75	\$3,923.88	\$3,727,232.18	\$246,591,965.56			

**Year to Date Collection Report
October 1, 2016 - June 30, 2017**

■ YTD Collected ■ YTD Uncollected

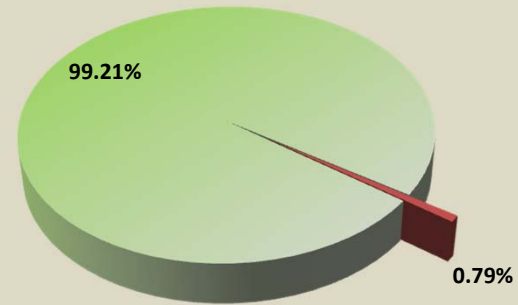
GW



**Year to Date Collection Report
October 1, 2016 - June 30, 2017**

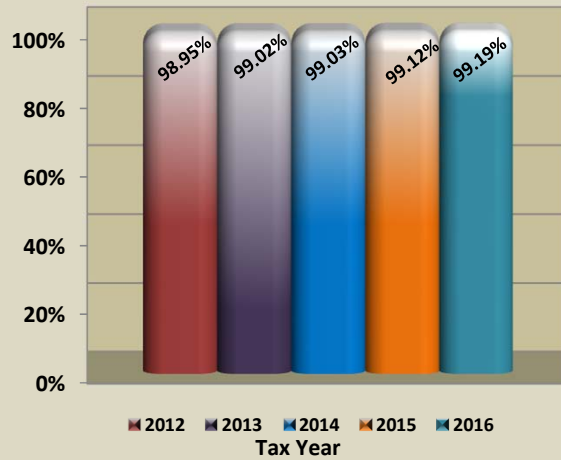
■ YTD Collected ■ YTD Uncollected

RFM



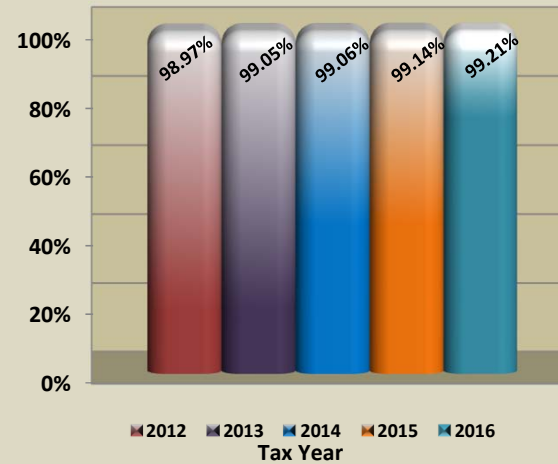
**Percent of Roll Collected Comparison
June 2013-2017**

GW



**Percent of Roll Collected Comparison
June 2013-2017**

RFM



Commissioners Court - Regular Session**20.****Meeting Date:** 07/18/2017

Property Tax Refunds – Over 2500 – June 2017

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of June 2017 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments060117-063017 Refunds Over 2500 agenda

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 07:55 AM

Started On: 07/12/2017 04:57 PM



Date: July 11, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115	350 Discovery Blvd., Ste. 101	412 Vance St., Ste. 1
Round Rock, Texas 78664	Cedar Park, Texas 78613	Taylor, Texas 76574
Telephone: 512.244.8644	Telephone: 512.260.4290	Telephone: 512.352.4140

Property Tax
Account QuickReport
As of June 30, 2017

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers					
	06/06/2017	62394	NIRAV SHROFF	R497838 - Overpayment	-4,100.00
	06/28/2017	63111	CITIMORTGAGE, INC	R455442 - Overpayment	-4,999.98
Total Refunds Payable - Taxpayers					<u>-9,099.98</u>
TOTAL					<u><u>-9,099.98</u></u>

Commissioners Court - Regular Session**21.****Meeting Date:** 07/18/2017

Continuing Education Certificate

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

Information**Agenda Item**

Discuss, consider and take appropriate action to recognize completion of required continuing education hours for the Williamson County Tax Assessor/Collector.

Background

Receipt of certificate regarding completion of continuing education hours as required by the Texas Property Tax Code for Larry Gaddes, Williamson County Tax Assessor/Collector.

Fiscal Impact

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

Attachments[CE Transcript](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:17 AM

Started On: 07/13/2017 09:33 AM



**TAX ASSESSOR-COLLECTOR
CONTINUING EDUCATION TRANSCRIPT
Reporting Period: 1/2/2017 - 1/1/2018**

Hon. Larry Gaddes
Tax Assessor Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3578
Enrollment Date: 01/02/2017

<u>Date</u>	<u>Course</u>	<u>Units</u>
01/02/2017	Completed New Tax Assessor-Collector Orientation on 06/12/2017	0.00
02/17/2017	TAAO Capitol Chapter	2.00
02/19/2017	Texas Association of Appraisal Districts Conference	9.75
02/28/2017	2017 Basics of County Investments Course	22.50
04/19/2017	Coastal Bend Regional Meeting <i>Bluebonnet</i>	2.50
05/10/2017	Intro to Property Tax Appraisal	20.00
06/04/2017	Tax Assessor-Collector Association Conference	13.25
06/08/2017	Ethics for County Tax Assessor-Collectors Course at TACA Con	0.00

Total Hours for year: 70.00

You have met your continuing education requirements for the
period 1/2/2017 - 1/1/2018.

You may carry forward 10.00 hours to the next reporting period.

SB546 of the 83rd Regular Legislative Session requires a County Tax Assessor-Collector to successfully complete 20 hours of continuing education annually. Up to 10 additional hours, over the required 20, will be carried forward into the next reporting period. This transcript/certificate is evidence of compliance with Texas Property Tax Code Section 6.231(d,) and must be filed for record with Commissioners Court.

Commissioners Court - Regular Session**22.****Meeting Date:** 07/18/2017

MUD Standard Agreements for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Standard Agreements with Meadows at Chandler Creek and Fern Bluff MUD regarding off-duty contracting of County Sheriff Deputies.

Background

These agreements give permission for both MUDs to contract County Deputies in a private capacity and the County to invoice both MUDS for deputies' vehicle usage.

Fiscal Impact

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

AttachmentsChandler CreekFern Bluff

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:55 AM

Started On: 07/12/2017 12:16 PM

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

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

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars

(\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the January 1, 2017, and shall terminate on September 30, 2017, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2020.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

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

COUNTY:

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

9. LGE agrees that it shall pay deputies directly and file W-2 forms with the Internal Revenue Service, but for all other purposes, LGE shall consider deputies as independent contractors.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: WALTER BERRY

Signature: Wally Berry

Printed Name: Meadows @ Chandler Creek

Title: President

Date: 4/18/, 20 17

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: rb ch

Date: 7-12-17, 20 17

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

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

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

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

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars

(\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the March 3, 2017 and shall terminate on September 30, 2017, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, and October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2020.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

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

COUNTY:

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Fern Bluff MUD

Signature: [Signature]

Printed Name: Janey Miller

Title: General Manager

Date: March 3, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: 7-12-17, 20

Address of Office: 508 S. Rock St.
Georgetown TX 78626

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

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

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

Commissioners Court - Regular Session**23.****Meeting Date:** 07/18/2017

Kimley Horn Signal Study on Neenah Avenue at Pearson Ranch Road

Submitted For: Robert Daigh**Submitted By:** Sarah Ramos, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Engineering Services between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Warrant study - Neenah Ave and Pearson RR for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsWA 5 - Signal Study - Neenah Avenue at Pearson Ranch Road

Form Review**Inbox**

County Judge Exec Asst.

URS (Originator)

Form Started By: Sarah Ramos

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Sarah Ramos

Date

07/11/2017 07:59 AM

07/11/2017 08:32 AM

Started On: 07/10/2017 01:19 PM

WORK AUTHORIZATION NO. 5

PROJECT: Traffic Signal Warrant Study – Pearson Ranch Road at Neenah Avenue

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 \$12,550.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on 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

By:


Signature

Brian Boecker

Printed Name

Vice President

Title

COUNTY:

Williamson County, Texas

By:

Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

Services to be Provided by the County

Locations: Neenah Avenue at Pearson Ranch Road

Project: Traffic Signal Warrant Study

SCOPE OF WORK OVERVIEW

This project will study the need for a traffic signal at the intersection of Neenah Avenue at Pearson Ranch Road. The County is currently constructing Pearson Ranch Road to extend from its current terminus to RM 620. Daily traffic volumes from the CAMPO long range travel demand model will be used to determine projected traffic volumes once the roadway is complete. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection is projected to meet any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

SERVICES TO BE PROVIDED BY THE COUNTY

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

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

ATTACHMENT B

Services to be Provided by the Engineer

Locations: Neenah Avenue at Pearson Ranch Road

Project: Traffic Signal Warrant Study

SCOPE OF WORK OVERVIEW

This project will study the need for a traffic signal at the intersection of Neenah Avenue at Pearson Ranch Road. The County is currently constructing Pearson Ranch Road to extend from its current terminus to RM 620. Daily traffic volumes from the CAMPO long range travel demand model will be used to determine projected traffic volumes once the roadway is complete. Traffic count data will be collected and a signal warrant analysis will be performed to determine if this intersection is projected to meet any of the traffic signal warrants contained in the Texas Manual on Uniform Traffic Control Devices.

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1. Project Management

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

Task 2. Data Collection

- 2.1 Intersection Data** – KHA will collect existing lane geometries, traffic control, and speed limits, for the intersection listed above.
- 2.2 Photo Log** – KHA will photograph the approaches to each intersection for verification of field data.
- 2.3 Turning Movement Counts** – KHA will collect weekday peak period turning movement counts (TMCs) from 7 - 9 AM (morning peak), and 4 - 6 PM (afternoon peak). The two-hour counts will be refined into peak demand hours with calculated peak hour factors for each approach. In order to develop a directional distribution, peak hour TMCs will be collected at the following intersections:
 - Neenah / Parmer
 - Neenah / Great Oaks
 - Pearson Ranch / Avery Ranch
- 2.4 Daily Traffic Volumes** – KHA will collect 24-hour approach counts on each leg of the intersection approaches. KHA will also utilize the CAMPO long range travel demand model to determine an estimate of projected volumes once Pearson Ranch Road is constructed to RM 620. A 24-hour directional count will also be collected on Great Oaks Drive (south of Neenah) in 15 minute increments. (The Great Oaks counts will be used to develop an hourly model for converting projected daily volumes.)
- 2.5 Accident Data** – Historical accident data will be collected from the County for the latest three years available.

Task 3. Apply Traffic Signal Warrant Criteria

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

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

Task 4. Meetings

KHA will attend project meetings with the County as required. For the purpose of this proposal, it is assumed that one (1) such meeting will be held.

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

Task 5. Technical Memorandum

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

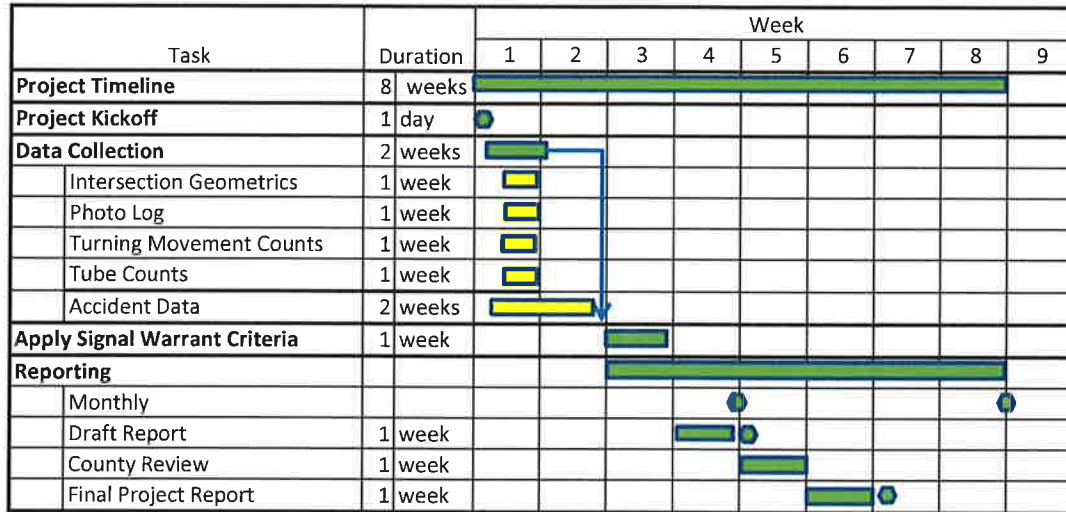
Within five (5) business days of receiving review comments, KHA will finalize the technical memorandum and provide four (4) copies to the County. All reports will be signed and sealed by an engineer licensed to practice in the State of Texas.

Additional Services

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

- Analyses of additional intersections;
- Operational analysis;
- PS&E services including, but not limited to, roadway design, signal design, and pavement design;
- Additional analyses or major re-works required resulting from County comments that are inconsistent with KHA's original direction from the County.

Attachment C
Pearson Ranch Road at Neenah Avenue
WORK SCHEDULE



LEGEND:

- Project Milestone
- Work Progress
- Task Progress

WORK AUTHORIZATION 1

Attachment D

Project Name: Traffic Signal Warrant Study
 Project Description: Pearson Ranch Road at Neenah Avenue
 Prepared By: Kimley-Horn and Associates, Inc.

Task #	KHA Task Name	Direct Labor (Person-Hours)					KHA Labor Expense (\$)	Sub-Contractor and Expense (\$)
		Principal \$240.00	Senior Transportation Engineer II \$215.00	Engineer 145.00	Secretary / Clerical 75.00	KHA Labor Total (hours)		
1	Project Management							
	Project Control and Management	1			1	2	315	
	Project Records and Files	1			1	2	315	
	Status Reports and Invoicing	1			1	2	315	
	Task Total (Hours)	3	0	0	3	6		
	Task Total (Dollars)	\$720	\$0	\$0	\$225		\$945	\$0
2	Data Collection							
	Tube Counts (4 approaches + Great Oaks)			2		2	290	\$750
	Turning Movement Counts (2 peak periods) x 4 Intersections			1		1	145	\$960
	CAMPO Model		2			2	430	
	Accident Data		1	2		3	505	
	Site Recon (Video / Photos / Drawings)		1	4		5	795	
	Task Total (Hours)	0	4	9	0	13		
	Task Total (Dollars)	\$0	\$860	\$1,305	\$0		\$2,165	\$1,710
3	Warrant Analysis							
	Signal Warrant Count Data - Hourly Model	1	2	6		9	1540	
	Signal Warrant Site Analysis	1	3			4	885	
	Signal Warrant Crash Data		1	2		3	505	
	Task Total (Hours)	2	6	8	0	16		
	Task Total (Dollars)	\$480	\$1,290	\$1,160	\$0		\$2,930	\$0
4	Technical Memo Report							
	Draft						0	
	- Report	1	8			9	1960	
	- Exhibits		1	4		5	795	
	Revisions		2	2		4	720	
	Final Report	1	2		2	5	820	
	Task Total (Hours)	2	13	6	2	23		
	Task Total (Dollars)	\$480	\$2,795	\$870	\$150		\$4,295	\$0
5	Project Coordination Meetings							
	Meetings	2				2	480	
	Task Total (Hours)	2	0	0	0	2		
	Task Total (Dollars)	\$480	\$0	\$0	\$0		\$480	\$0
	TOTAL (Hours)	9	23	23	5	60		
	TOTAL (Fee)	\$2,160	\$4,945	\$3,335	\$375		\$10,815	\$1,710

Project Summary

Expenses					
Subconsultants Data Collection					\$1,710
Mileage	50.0 Miles X	\$0.500	per mile		\$25
11"x17" Plots	0.0 Plots X	\$0.20	per plot		\$0
8-1/2"x11" Plots	0.0 Plots X	\$0.10	per plot		\$0
Total					\$1,735
K-H LABOR					\$10,815
GRAND TOTAL					\$12,550

Commissioners Court - Regular Session**24.****Meeting Date:** 07/18/2017

Discuss consider and take appropriate action on the final plat for the Chacado Hills subdivision - Pct 3

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on the final plat for the Chacado Hills subdivision - Pct 3

Background

This subdivision consists of one 9.63-acre single family lot and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsChacado Hills

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/13/2017

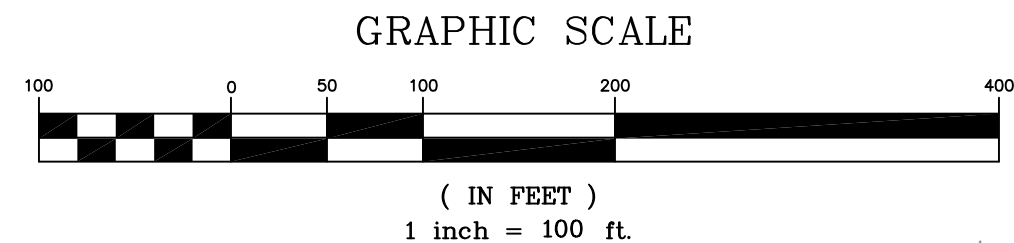
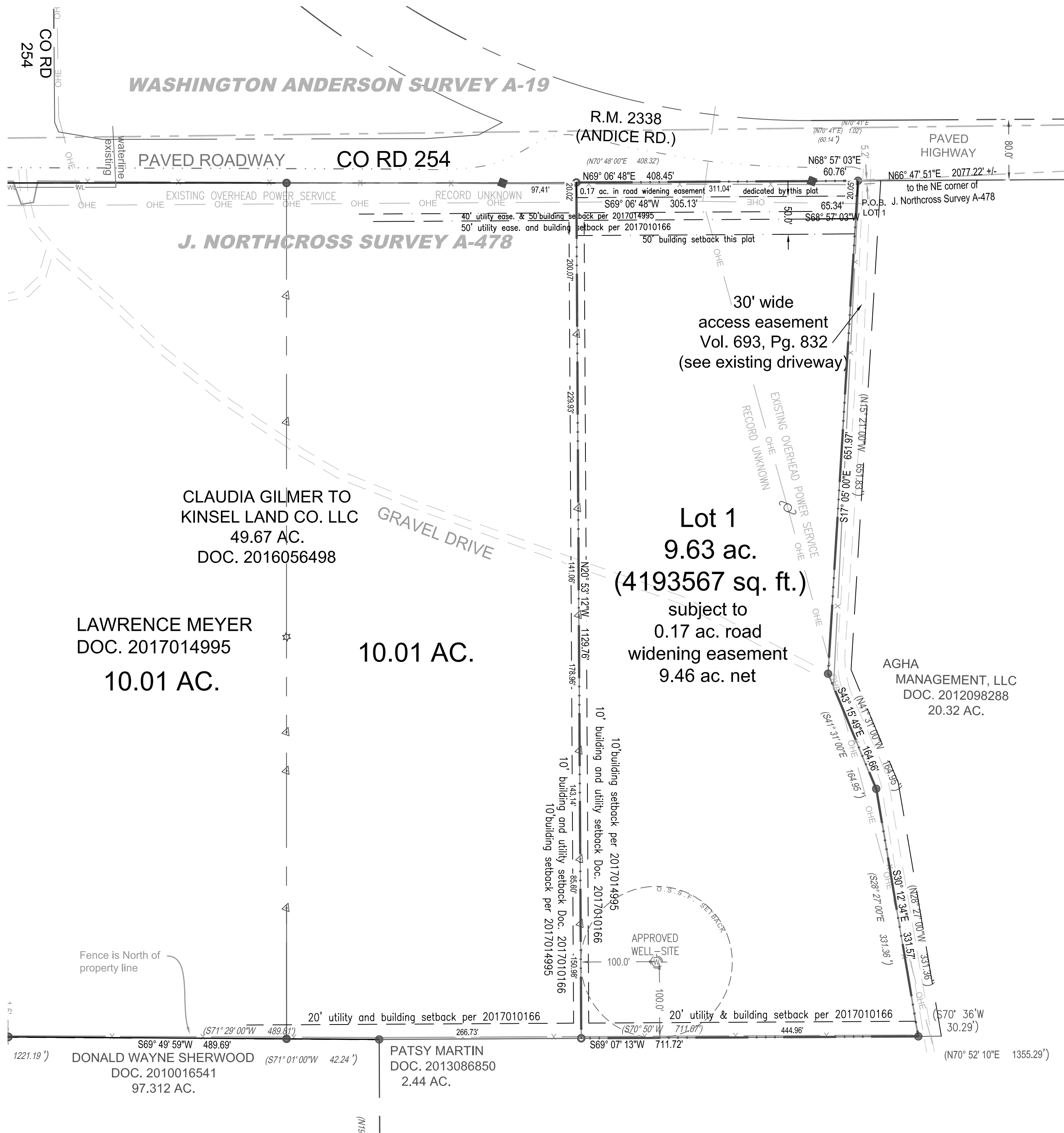
Reviewed By

Wendy Coco

Date

07/13/2017 07:55 AM

Started On: 07/12/2017 05:13 PM



Note:
The bearing basis of this survey is
the State Plane Coordinate System
Texas Central Zone
Western Data VRS Network
Datum: Geoid 12a, NAVD88, NAD83
Convergence: 1°17'01.06"

LEGEND

P.U.E. PUBLIC UTILITY EASEMENT
SETBACK FOR ON-SITE SEWAGE FACILITY
IRON PIN FOUND (STEEL PIN)
IRON PIN SET
CONCRETE MONUMENT FOUND
60 penny nail set
RECORD CALLS (BEARING / DISTANCE)
RECORD FILE LOCATION (VOLUME / PAGE)
DATA THIS SURVEY BEARING / DISTANCE
RECORD TRACT LINES
BOUNDARY LINES
All document references are in Williamson Co., Tx.
Official Public Records of Williamson Co., TX. OPRWCT

DESCRIPTION FOR CHACADO HILLS LOT 1

BEING 9.63 ac. of the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; part of the 49.67 acre property that was conveyed by Claudia Gilmer to Kinsel Land Co. LLC, as described in Doc. 2016056498, of the Official Public Records of Williamson County, Texas (OPRWCT). This tract was surveyed on the ground in January of 2017 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone, Western Data VRS Network.

BEGINNING at an iron pin which was found in the South line of Andice Road (R.M. 2338), at the Northeast corner of the said 49.67 acres and at the Northwest corner of the property described in a deed to AGHA Management, LLC (20.32 ac. Doc. 2012098288). The Northeast corner of the J. Northcross Survey stands approximately N 66°47'51" E 2077.22 feet +/-, according to record information.

THENCE with the East boundary of the said 49.67 acres and the West boundary of the property described in a deed to AGHA Management, LLC, with a boundary that does not follow the existing fence, finding iron pins as follows; S 17°05'00" E 651.97 feet; S 43°15'49" E 164.66 feet; and S 30°12'34" E 331.57 feet to the Southeast corner of the said 49.67 acres. This corner exists in the North boundary of the 32.44 acre tract that was conveyed to Patsy Martin as described in Doc. 2013086850.

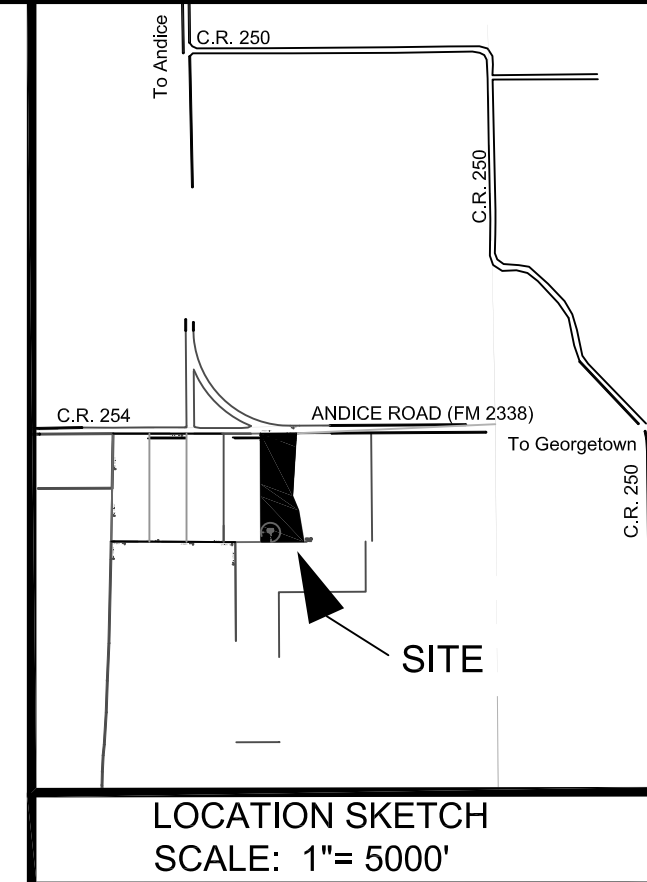
THENCE with the South boundary of the property of Kinsel Land Co. LLC, and the North boundary of Patsy Martin, finding remnants of an old fence, with a line that departs from the newer fence, S 69°07'13" W 444.96 feet to an iron pin which was set for the Southwest corner of this parcel and for the Southeast corner of a tract of 10.01 acres that was surveyed this date.

THENCE with the East boundary of the 10.01 acres, N 20°53'12" W 1129.76 feet to an iron pin which was set in the South line of County Road 254.

THENCE with the North boundary of the said 49.67 acres, and the South line of R.M. 2338 (Andice Road), N 69°06'48" E 311.04 feet to the remains of a concrete monument which was found; and N 68°57'03" E 60.76 feet with the North boundary of the said 49.67 acres, to the POINT OF BEGINNING.

FINAL PLAT NOTES :

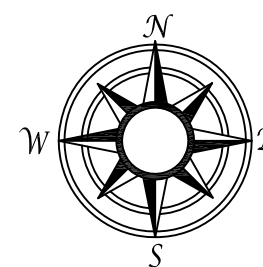
1. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURB, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
2. THIS LOT WILL BE SERVED BY A PRIVATE WATER WELL OR AN APPROVED PUBLIC WATER SUPPLY PROVIDER.
3. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.



CHACADO HILLS
A SUBDIVISION OF 9.63 AC.
PART OF 49.67 AC. OF KINSEL LAND CO. LLC
DOC. 2016056498
SITUATED IN THE JAMES NORTH-CROSS SURVEY, A-478
IN WILLIAMSON COUNTY, TEXAS

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, UNDER MY SUPERVISION. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IDENTIFIES ANY EVIDENCE OF BOUNDARY LINE CONFLICTS, SHORTAGES IN AREA, PROTRUSIONS, INTRUSIONS, AND OVERLAPPING OF SIGNIFICANT IMPROVEMENTS. THIS PROPERTY ABUTS A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.
SURVEY DATE JANUARY 16, 2017. LINE STAKES SET MAY 4, 2017. DRAWING REVISED JUNE 26, 2017.

William F. Forest, Jr. R.P.L.S. 1847



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TEPLS FIRM NO. 10002000

DATE: revised July 12 2017, notes added sheet 1
FILE # 2016053 FB.116 P.138
MAP#4-2016053
PROJECT NAME: Gilmer
DWG: CHACADO HILLS LOT 1.dwg
LO: Chacado Hills Lot 1
Sheet One of Two

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

THAT I, CHAD SULLIVAN, ACTING FOR KINSEL LAND CO. LLC, OWNER OF THE 9.63 ACRE PROPERTY AS SHOWN HEREON, WHICH WAS CONVEYED BY DEED AS DESCRIBED IN DOC. 2016056498, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWCT). THE UNDERSIGNED DOES HEREBY STATE THAT THERE IS NO LIENHOLDER OF THE PROPERTY AS DESCRIBED HEREON, DOES HEREBY ADOPT THIS PLAT, AND DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON ON BEHALF OF THE OWNER. THE UNDERSIGNED REPRESENTATIVE OF THE OWNER DOES HEREBY APPROVE THE RECORDATION OF THIS PLAT ON BEHALF OF THE OWNER AND DEDICATES TO THE PUBLIC ANY STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS LOT SHALL BE HELD, SOLD & CONVEYED SUBJECT TO NOTES AND RESTRICTIONS AS SHOWN HEREON. THIS SUBDIVISION SHALL BE KNOWN AS "CHACADO HILLS".

WITNESS MY HAND THIS THE 12th DAY OF July, 2017 A.D.

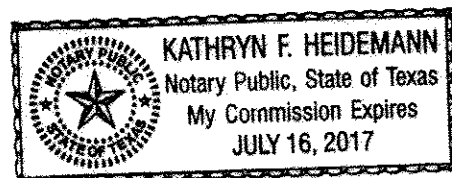
Chad Sullivan
CHAD SULLIVAN FOR KINSEL LAND CO. LLC, OWNER
215 W. University Avenue
Georgetown, Tx. 78628
512-930-5927 phone
512-868-0605 fax

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHAD SULLIVAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of July, 2017, A.D.

Kathryn F. Heidemann
PRINTED NAME OF NOTARY AND STAMP

Kathryn F. Heidemann
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



General notes and requirements:

1. There are no new public roadways approved as a part of this subdivision.
2. In order to promote drainage away from a structure, the slab elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of at least 40 feet. *See Note 3 Sheet One.*
3. Existing easements and setbacks are shown hereon according to Doc. 2017010166 and Doc. 2017014995.
4. 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.
5. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY FOR COUNTY ROAD 254. BY PLACING ANYTHING IN THE RIGHT-OF-WAY AND/OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
6. NO ABSORPTIVE TYPE ON-SITE SEWAGE FACILITY IS PERMITTED WITHIN THE 100' RADIUS SETBACK FOR ANY ON-SITE SEWAGE FACILITIES AT THE APPROVED WELL-SITE AS SHOWN HEREON.

APPROVAL OF WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT:

1. Sewer service for this subdivision will be provided by On-Site Sewage Facilities. Water service is to be provided by a private water well or an approved potable water supply service.

2. Drainage plan: Surface contouring in areas adjacent to any on-site sewage facility will be designed to maintain favorable drainage patterns so that favorable drainage will continue throughout the property. Drainage improvements will be made if drainage problems become apparent. Rainwater runoff shall be diverted away from the drainfield areas hereon by berms or swales. Drainage patterns shall not be modified in a manner that will negatively impact or effect the proper functioning of the proposed sewage facilities to be designed and/or operated hereon. Any changes to be made to existing surface drainage patterns will require approval of the appropriate regulatory authority. Best management practices, including silt fencing and/or other options for erosion prevention shall be employed during development to protect down slope/downstream properties and retain topsoil.

Based upon the representations of the surveyor whose seal is affixed hereon, and after a review of the plat as presented by the said surveyor, I find that this survey plat complies with the requirements of the Edwards Aquifer Regulations for Williamson County and the Williamson County on-site sewage facility regulations. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County and Cities Health District and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise contained in this plat and the documents associated with it.

Deborah L. Marlow, R.S.
DEBORAH L. MARLOW, RS 050029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCHD

07/07/2017
DATE

This subdivision, to be known as "CHACADO HILLS",
has been reviewed by the Williamson County Addressing
Department this date.

Cody Bridges
Williamson County Addressing
Date 7/7/17

OWNER'S RESPONSIBILITIES

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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. DRIVEWAYS WITHIN THIS SUBDIVISION ARE TO BE PRIVATELY MAINTAINED BY THE PROPERTY OWNERS.

RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

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

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

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

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 it's certificate of authentication was filed for record in my office on the ____ day of _____, 2017 A.D., at ____ o'clock, ____ M., and duly recorded this the ____ day of _____, 2017 A.D., at ____ o'clock ____ M, in the Plat Records of said County in Doc. # _____.

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.

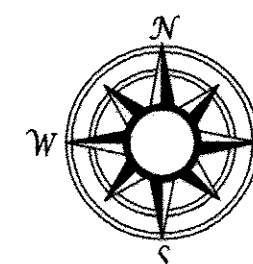
Nancy Rister, Clerk County Court of Williamson County, Texas

By: _____ DEPUTY

CHACADO HILLS
9.63 AC. PART OF 49.67 AC.
CLAUDIA GILMER TO KINSEL LAND CO. LLC
49.67 AC. DOC. 2016056498
IN THE JAMES NORTHCROSS SURVEY, A-478
IN WILLIAMSON COUNTY, TEXAS

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

William F. Forest Jr.
William F. Forest Jr., R.P.L.S. # 1847
June 26, 2017
date



Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO. 10002000

DATE: June 26, 2017, recharge note added
FILE #
MAP#
PROJECT NAME: GILMER
dwg: Chacado Hills to: Chacado Hills Sheet 2
Sheet Two of Two

Commissioners Court - Regular Session**25.****Meeting Date:** 07/18/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Sonterra West Sec 8 subdivision - Pct 3

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Sonterra West Section 8 subdivision - Pct 3

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSonterra West Sec 8

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/13/2017

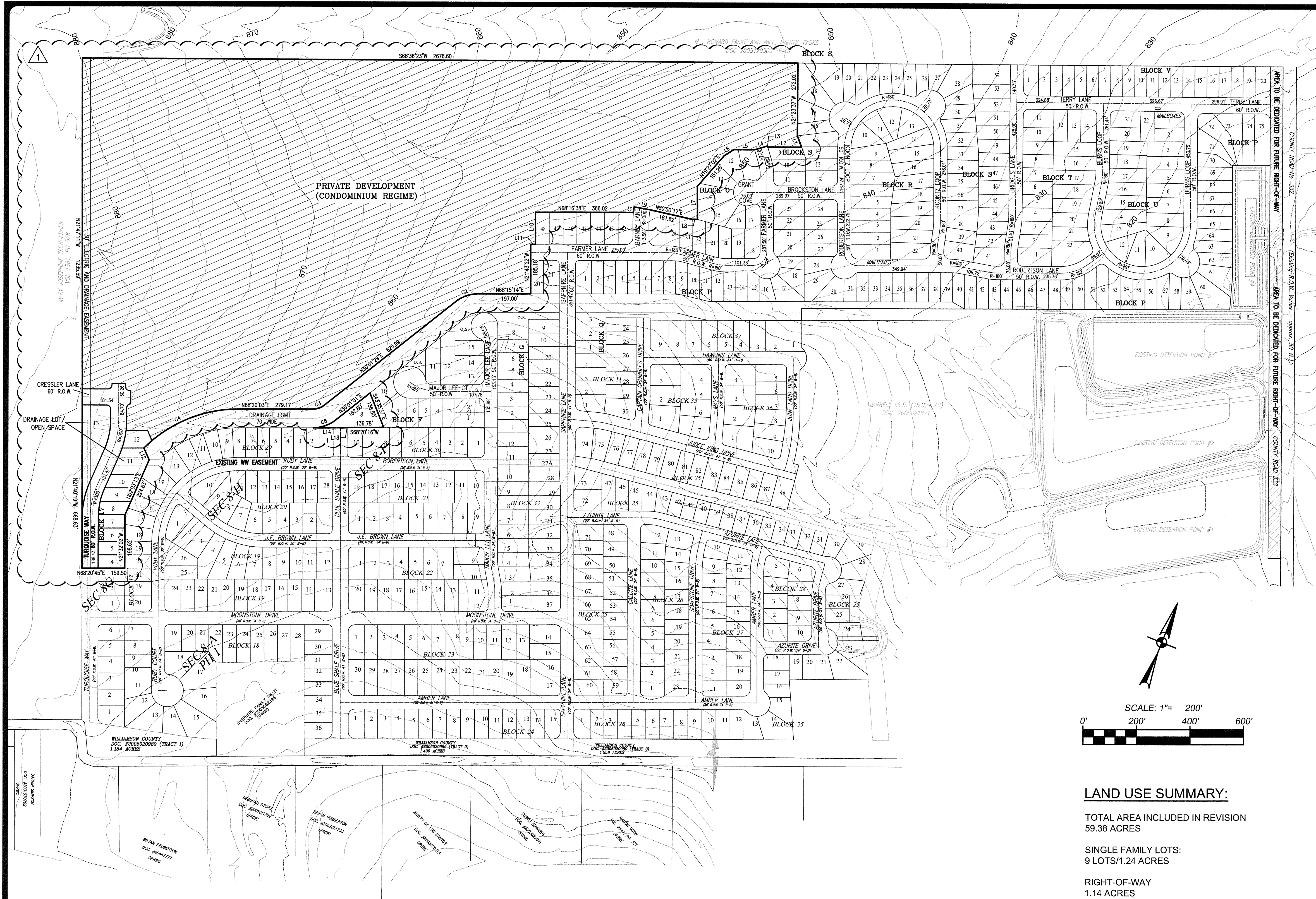
Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

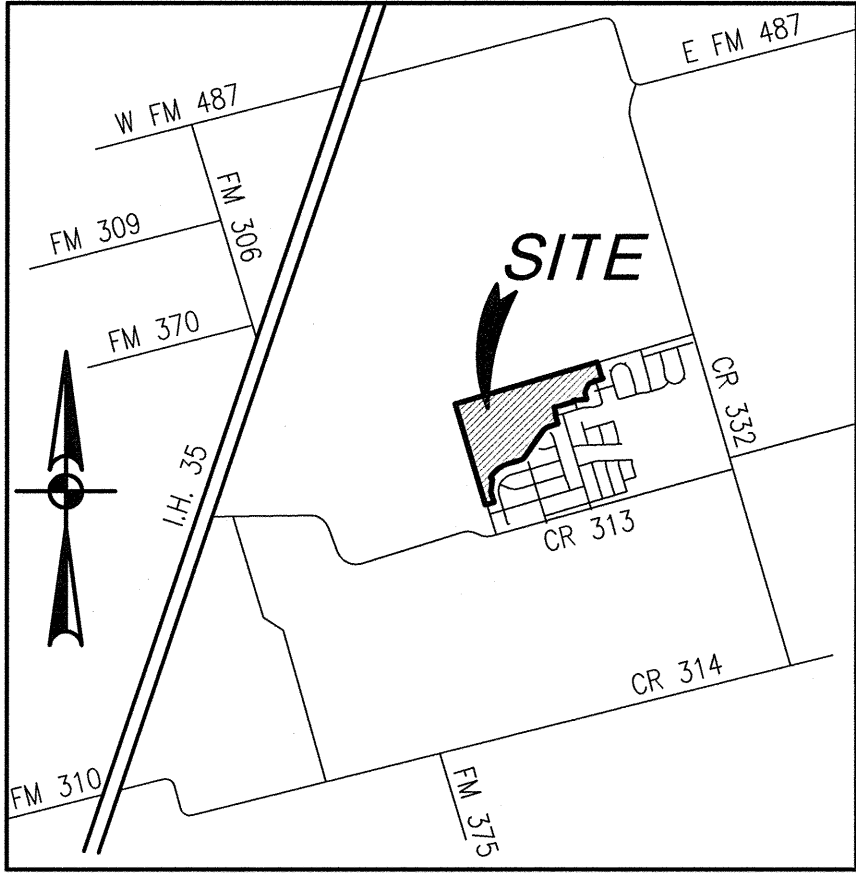
Started On: 07/13/2017 08:54 AM



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N42°16'05"W	45.11'
L2	N68°16'38"E	126.67'
L3	S38°13'54"E	4.17'
L4	N51°46'08"E	50.00'
L5	N68°21'56"E	77.87'
L6	N35°56'58"E	42.81'
L7	N21°43'22"W	124.01'
L8	N68°16'38"E	19.39'
L9	N78°13'23"E	60.00'
L10	N21°43'22"W	120.00'
L11	N68°16'38"E	17.84'
L12	N45°58'24"W	48.51'
L13	S21°55'28"E	1.38'
L14	S68°17'13"W	126.38'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	330.00'	003°36'20"	N13°34'47"W	20.78'	20.77'
C2	135.00'	038°14'10"	N49°08'09"E	88.43'	90.09'
C3	63.73'	039°06'03"	N49°10'46"E	42.66'	43.49'
C4	504.98'	044°35'16"	N46°02'28"E	383.14'	392.98'
C5	135.00'	038°16'34"	N49°10'46"E	88.59'	90.26'

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH
TURQUOISE LANE	COLLECTOR	30 MPH	708 LF
SAPPHIRE LANE	COLLECTOR	30 MPH	352 LF
FARMER LANE	COLLECTOR	30 MPH	412 LF
FARMER LANE	LOCAL	25 MPH	898 LF
BROCKSTON LANE	LOCAL	25 MPH	289 LF
KOONTZ LOOP	LOCAL	25 MPH	1233 LF
BRIDGES LANE	LOCAL	25 MPH	780 LF
BURNS LOOP	LOCAL	25 MPH	1477 LF
TERRY LANE	COLLECTOR	30 MPH	624 LF
TERRY LANE	LOCAL	25 MPH	325 LF
CRESSLER LANE	COLLECTOR	30 MPH	182 LF
GRANT COVE	LOCAL	25 MPH	75 LF
BARNEY LANE	COLLECTOR	30 MPH	166 LF
ROBERTSON LANE	LOCAL	25 MPH	563 LF



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION:

59.38 ACRES OUT OF THE
ISAAC BUNKER SURVEY, ABSTRACT #54
WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:

SONWEST CO.
3939 BEE CAVE ROAD, BLDG C-100
AUSTIN, TEXAS 78757

ENGINEER:

PAPE-DAWSON ENGINEERS
7800 SHOAL CREEK BLVD., SUITE 220 WEST
AUSTIN, TEXAS 78757
PHONE (512) 454-8711
FAX (512) 459-8867

SURVEYOR:

TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
PHONE (512) 443-1174

NOTES:

- THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
- A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES BUT SHALL BE A MINIMUM OF 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY TO THE FRONT OF LOT.
- DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- NO LOT IN THIS SUBDIVISION IS ENCRASURED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS
- THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET.
- ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AT THE FRONT SETBACK LINE.
- CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.

SONTERRA WEST - SECTION 8
PRELIMINARY PLAT REVISION

JOB NO. 50792-01

DATE May 2017

DESIGNER JF/CE

CHECKED JF DRAWN CE

SHEET 1 OF 1

JARRELL, TEXAS

REVISIONS:
(05/05/17) REVISED LOTS
ALONG TURQUOISE WAY.

THIS DOCUMENT IS RELEASED
FOR INTERIM REVIEW PURPOSES
ONLY. IT IS NOT TO BE USED FOR
BIDDING, CONSTRUCTION OR
PERMITTING PURPOSES. PER
T.E.P.A. 151.73(6)

PAPE-DAWSON
ENGINEERS

7800 SHOAL CREEK BLVD
SUITE 220 WEST
AUSTIN TEXAS 78757
PHONE: 512.454.8711
FAX: 512.459.8867
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

Commissioners Court - Regular Session**26.****Meeting Date:** 07/18/2017

Discuss consider and take appropriate action on approval of the preliminary plat for the Elgin Acres subdivision - Pct 4

Submitted By: Katheryn Cromwell, Unified Road
System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approval of the Elgin Acres subdivision - Pct 4

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsElgin Acres

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 11:43 AM

Started On: 07/13/2017 10:58 AM

ELGIN ACRES
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

PRELIMINARY: This Document shall not be Recorded for any purpose

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

That I, Tyler Williams, acting herein by and through GREEN OAKS JOINT VENTURE, sole owner of 103.20 acres of land in the Sarah Woodruff Survey, Abstract 662, situated in Williamson County, Texas, as conveyed by Warranty Deed with Vendor's Lien from Sandra D'Ann Riedel to Green Oaks Joint Venture and recorded as Document No. 2017022194 of the Official Public Records of Williamson County, Texas, do hereby subdivide said 103.20 acres and do hereby consent to all plat note requirements shown hereon. This subdivision to be known as:

ELGIN ACRES

does hereby dedicate to the public the use of all easements shown hereon, subject to any easements and/or restrictions heretofore granted and not released.

WITNESS BY MY HAND this the ____ day of _____, 201__ A.D.

Tyler Williams
Green Oaks Joint Venture
1645 Main Street, Ste. A
Buda, Texas 78610

§THE STATE OF TEXAS
§THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the ____ day of _____, 201__ A.D. did personally appear Tyler Williams, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and consideration therein expressed.

Notary Public

Printed Name

Commission Expires

Crockett National Bank, as lien holder of this property, does hereby consent to the platting of this property as indicated hereon and for the purposes and consideration as stated.

Lara Cooper, Sr. Mortgage Loan Officer
Crockett National Bank
502 South Koenigheim, Ste. 1D
San Angelo, Texas 76903

§THE STATE OF TEXAS
§THE COUNTY OF _____

I, the undersigned authority, on this the ____ day of _____, 201__ A.D. did personally appear Lara Cooper, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and consideration therein expressed.

Notary Public

Printed Name

Commission Expires

- NOTES:
- No obstructions, including to but not limited to fencing or storage, shall be permitted in any drainage easements shown hereon.
 - No fences, structures, storage or fill shall be placed within the limits of the ultimate 1% annual chance floodplain unless approved by the engineer. Fill may be permitted by the engineer after approval of the property analysis.
 - 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.
 - There are no areas within the boundaries of the subdivision in the 100-year floodplain as defined by Federal Flood Administration FIRM Panel 48491C0725E dated September 26, 2008.
 - This subdivision has no new roadways proposed.
 - This Tract is not located within the Edwards Aquifer Recharge Zone.
 - The water service for this subdivision will be provided by Manville Water Supply Corporation.
 - Sewer services for this subdivision will be provided by On-Site Sewage Facilities.

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

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

Date

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the ____ day of _____, 201__ A.D.

Williamson County Addressing Coordinator

COUNTY JUDGE'S APPROVAL

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

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

Dan A. Gattis, County Judge
Williamson County, Texas

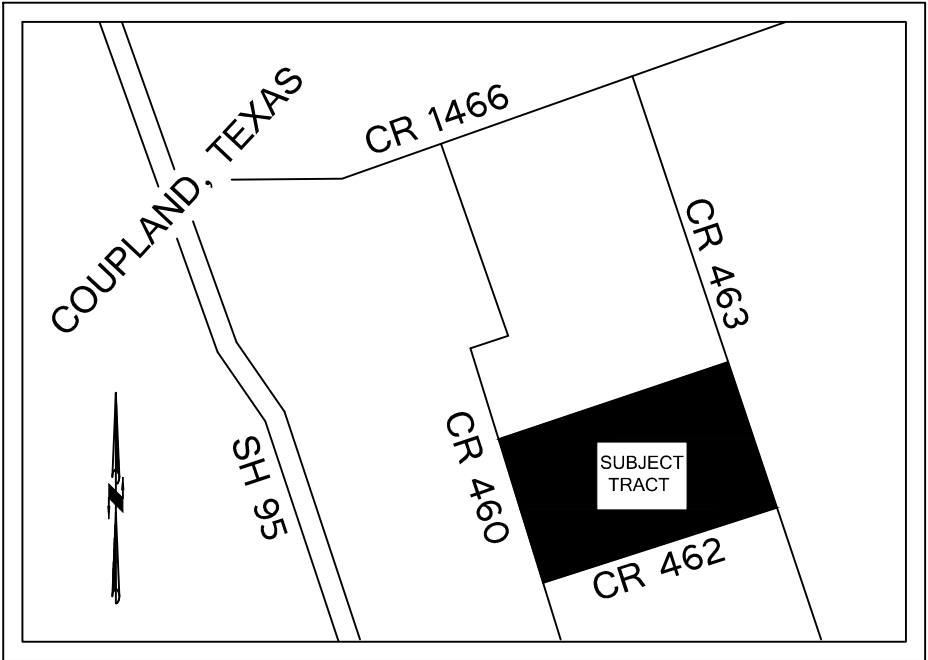
§THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENT:
§THE COUNTY OF WILLIAMSON

I, Nancy E. Rister, Clerk of County Court, with and for the County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the ____ day of _____, 201__ A.D., at ____ o'clock ____ M., and duly recorded this ____ day of _____, 201__ A.D., at ____ o'clock, ____ M., in the Official Public Records of said County as

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.

By: Deputy
Nancy E. Rister
Clerk, County Court of
Williamson County, Texas

OWNERS: ELGIN ACRES
GREEN OAKS JOINT VENTURE
1645 MAIN STREET STE. A
BUDA, TEXAS 78610
TYLER WILLIAMS
(512) 738-6882
tylerwgl@gmail.com
ACREAGE: 103.20
NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREET: 0'
NUMBER OF LOTS: 27
PATENT SURVEY: SARAH WOODRUFF SURVEY, ABSTRACT No. 662
SURVEYOR: JEFFREY J. CURCI, R.P.L.S. #5516
GEOMATICS SURVEYING AND MAPPING INC.
10415 OLD MANCHACA ROAD, #202
AUSTIN, TEXAS 78748
(512) 917-0184
TBPLS FIRM REGISTRATION No. 10194101
jeff.curci@geomatsurvey.com
ENGINEER: MATHEW DRINGENBERG, P.E.
TEXAS REGISTRATION No. - P.E. 114250
SOUTHWEST ENGINEERS, INC.
142 CIMARRON PARK LOOP, STE. A
BUDA, TX 78610
(512) 312-4336
TBPE FIRM No.: F-1909
matt.dringenberg@swengineers.com



VICINITY MAP (N.T.S.)

GEOMATICS
SURVEYING AND MAPPING INC.
10415 Old Manchaca Rd., #202, Austin, TX 78748
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101 |

ELGIN ACRES
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

PRELIMINARY: This Document shall not be Recorded for any purpose

METES AND BOUNDS DESCRIPTION

A DESCRIPTION OF A 103.20 ACRE TRACT OF LAND, LOCATED IN THE SARAH WOODRUFF SURVEY, ABSTRACT No. 167, OF WILLIAMSON COUNTY, TEXAS. SAID 103.20 ACRE TRACT, BEING A PORTION OF THAT CERTAIN TRACT OR PARCEL OF LAND DESCRIBED AS ONE HUNDRED AND FIVE ACRES IN A DEED, DATED OCTOBER 19, 1887, FROM HERMAN GAEDKE AND FRIEDRICK GAEDKE TO HERMAN ERDMANN, OF RECORD IN VOLUME 44, PAGE 290, DEED RECORDS WILLIAMSON COUNTY, TEXAS. SAID 103.20 ACRES, AS SHOWN ON THE ACCOMPANYING SURVEY DRAWING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a six inch by six inch concrete monument (Grid Coordinates: N 10134539.01, E 3236170.49) found monumenting the northeast corner of that certain tract or parcel of land described as containing 0.70 acres of land in a Deed, dated February 16, 1956, from Frank Erdman and Mary Erdman to Sam V. Stone, Williamson County Judge, of record in Volume 410, Page 159, Deed Records, Williamson County, Texas, the west right of way of County Road 463, a variable width right of way, the southeast corner of that certain tract or parcel of land described as containing 22.72 acres of land in a General Warranty Deed, dated September 4, 2015, from Bruce Brown and Pamela Brown to Ignacio Navarro and Juana Navarro, of record in Document No. 2015081204, Official Public Records, Williamson County, Texas;

THENCE, S 21° 10' 19" E, with the west line of said 0.70 acre tract, and the west right of way of said County Road 463, a distance of 757.65 feet to a six inch by six inch concrete monument found monumenting the southwest corner of said 0.70 acre tract, the west right of way of said County Road 463, and the northeast corner of that certain tract or parcel of land described as containing 1.0 acre of land, in a Warranty Deed with Vendor's Lien, dated May 5, 1994, from Mark W. Nygard and Nina Nygard to Donald R. Lane, of record in Volume 2523, Page 808, Official Public Records, Williamson County, Texas, from which a six inch by six inch concrete monument found monumenting the intersection of the west right of way of said County Road 463 with the south right of way of County Road 462, a variable width right of way with no record information found, bears, S 21° 15' 56" E, a distance of 245.40 feet;

THENCE, with the north and west lines of said 1.0 acre Lane tract, the following two courses:

1. S 68° 44' 04" W, a distance of 208.33 feet to a ½ inch iron rod with cap stamped "GEOMATICS 5516" set to monument the northwest corner of said 1.0 acre Lane tract, and
2. S 21° 15' 56" E, a distance of 209.17 feet to a ½ inch iron rod with cap stamped "GEOMATICS 5516" set to monument the southwest corner of said 1.0 acre Lane tract, the south line of said 105 acre tract, the north right of way of said County Road 462, and the south survey line of said Sarah Woodruff Survey;

THENCE, S 68° 42' 41" W, with said south line of said 105 acre tract, said north right of way of said County Road 462, and said south line of said Sarah Woodruff survey , a distance of 4,486.15 feet to a PK nail with washer stamped "GEOMATICS 5516" set in asphalt to monument the southwest corner of said 105 acre tract, the southwest corner of said Sarah Woodruff Survey, and the center of County Road 460, a variable width right of way with no record information found;

THENCE, N 21° 17' 19" W, with the west line of said 105 acre tract, the west line of said Sarah Woodruff Survey, and the approximate center of said right of way of said County Road 460, a distance of 966.74 feet to a PK nail with washer stamped "GEOMATICS 5516" set in asphalt to monument the northwest corner of said 105 acre tract;

THENCE, N 68° 42' 41" E, departing said west line of said Sarah Woodruff Survey, with the north line of said 105 acre tract, a distance of 23.88 feet to a 1 inch iron rod found monumenting the southwest corner of that certain tract or parcel of land described as containing 5.088 acres of land in a Warranty Deed, dated November 19, 1997, from Regina A. Eiben to Ronnie Axelson and Linda Axelson, of record as Document No. 9755449, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod found monumenting the northwest corner of said 5.088 acre tract bears, N 21° 37' 05" W, a distance of 194.96 feet;

THENCE, N 68° 42' 41" E, continuing with said north line of said 105 acre tract, and with the south line of the following three tracts: (1) said 5.088 acre Axelson tract (2) that certain tract or parcel of land described as containing 15.13 acres of land in a Warranty Deed with Vendor's Lien, dated June 23, 1999, from Charles R. Eiben and Regina Eiben to Angel Vasquez and Basilisa Vasquez, of record as Document No. 2000073473, Official Public Records, Williamson County, Texas, (3) and said 22.72 acre Navarro tract, a distance of 4672.23 feet to the **POINT OF BEGINNING** of the herein described tract and containing 103.20 acres of land, more or less.

§THE STATE OF TEXAS
§THE COUNTY OF WILLIAMSON

I, Mathew Dringenberg, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that proper engineering consideration has been given to the matters of streets, lots and drainage layout, and is true and correct to the best of my knowledge.

No portion of this subdivision is within the boundaries of the 100-year floodplain according to the Federal Flood Administration FIRM Panel 48491C0725E dated September 26, 2008.

PRELIMINARY: This document shall not be recorded for any purpose

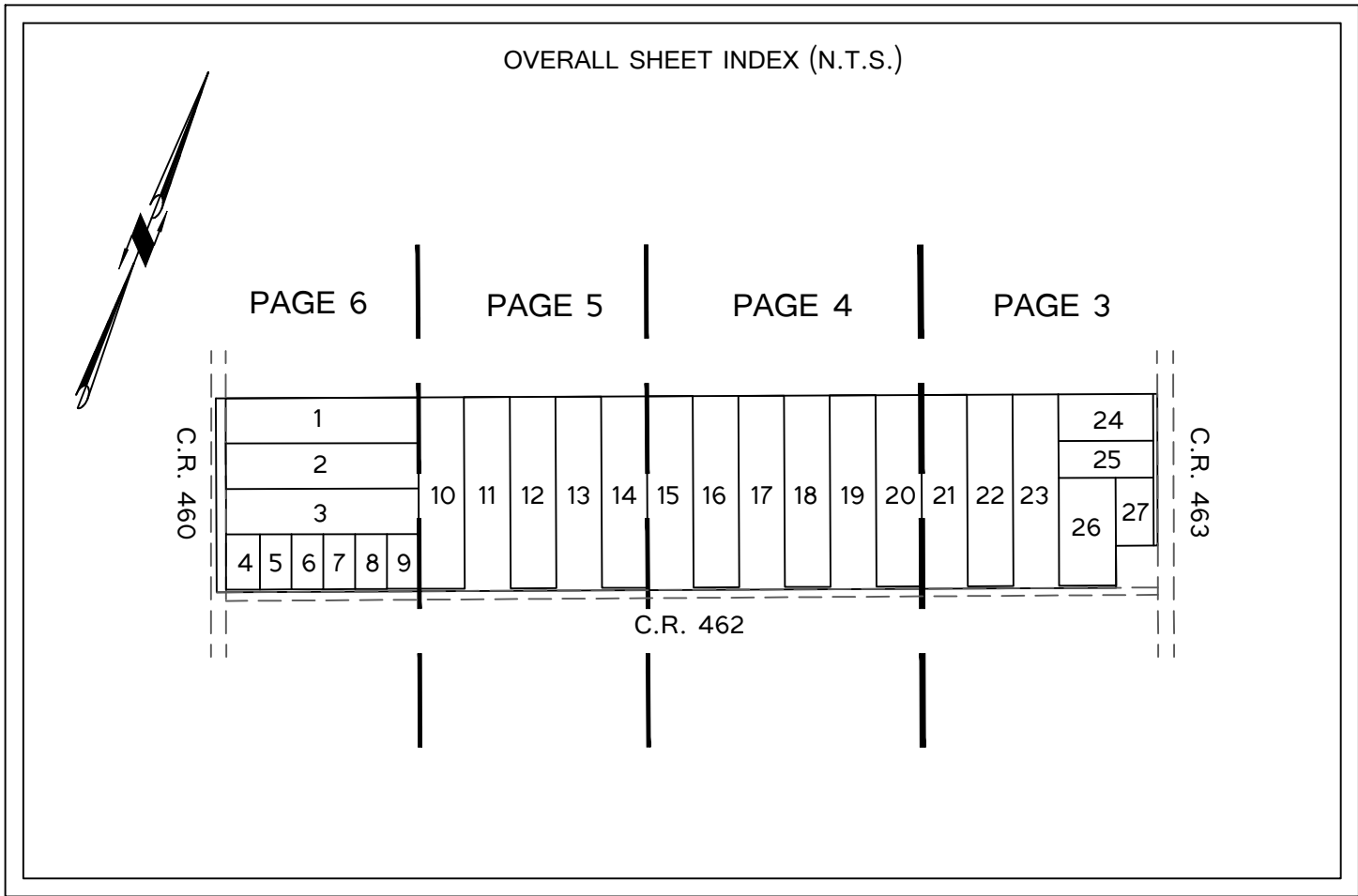
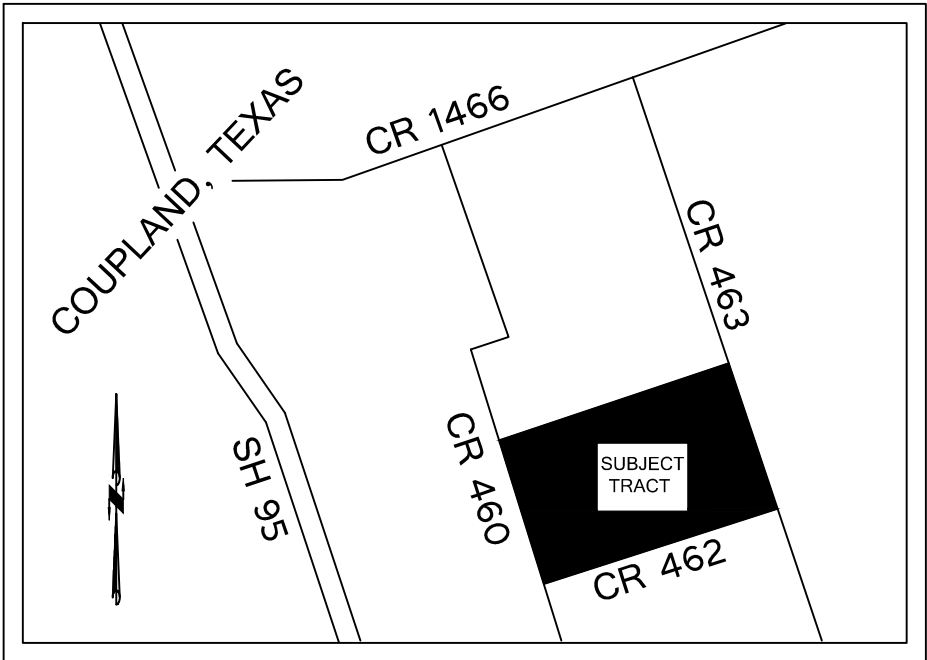
Date: _____
Mathew Dringenberg, P.E.
Texas Registration No. - P.E. 114250
Southwest Engineers, Inc., TBPE FIRM No.: F-1909
142 Cimarron Park Loop, Suite A
Buda, TX 78610
(512) 312-4336

§THE STATE OF TEXAS
§THE COUNTY OF TRAVIS

I, Jeffrey J. Curci, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision on the ground during the months of February-March 2017.

PRELIMINARY: This document shall not be recorded for any purpose

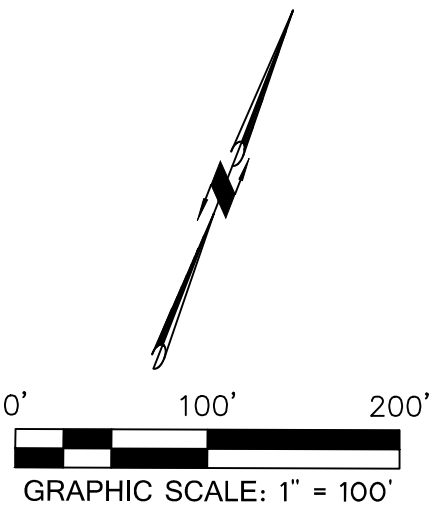
Date: _____
Jeffrey J. Curci
Registered Professional Land Surveyor
No. 5516 - State of Texas
(512) 917-0184



ELGIN ACRES
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

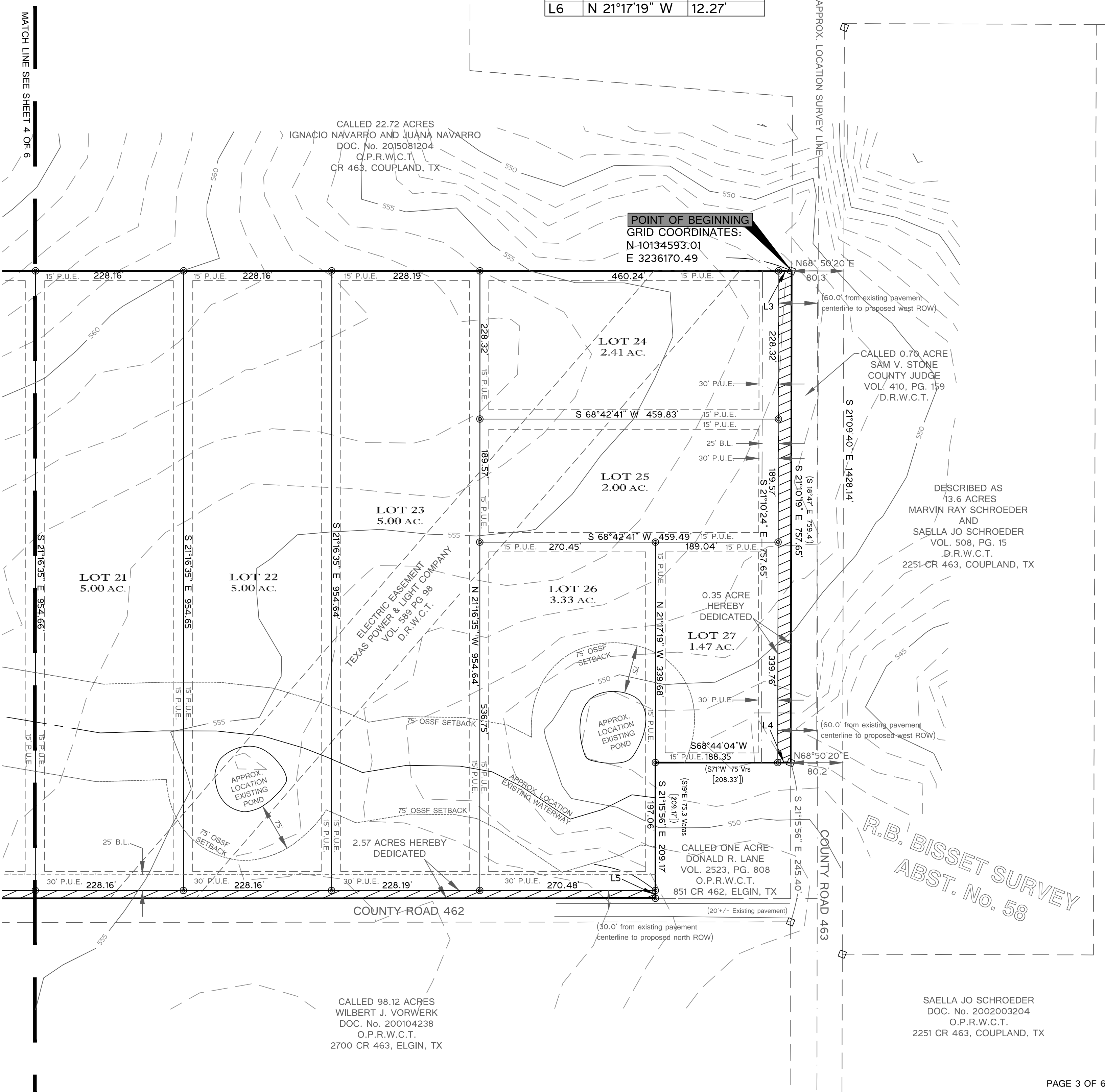
PRELIMINARY: This Document shall not be Recorded for any purpose

- LEGEND
- 6"x6" CONCRETE MONUMENT
 - IRON ROD SET W/CAP "GEOMATICS 5516"
 - IRON ROD FOUND (size noted)
 - IRON ROD FOUND W/CAP "TLS INC."
 - IRON PIPE FOUND
 - PK NAIL SET W/WASHER "GEOMATICS 5516"
 - PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 - DEED RECORDS, WILLIAMSON COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
 - RECORD INFORMATION
 - B.L. BUILDING LINE SETBACK



- NOTES:
- BEARINGS AND DIRECTIONAL CONTROL BASED ON NAD83 (2011)
TEXAS STATE PLANE COORDINATE SYSTEM (4203) TEXAS CENTRAL ZONE
 - COORDINATES SHOWN HEREON ARE GRID VALUES, DISTANCES SHOWN HEREON HAVE BEEN SCALED TO SURFACE BY DIVIDING THE GRID VALUE BY A COMBINED SCALE FACTOR OF 0.999903
 - CONTOURS SHOWN HEREON ARE BASED ON CAPCOG LIDAR NOT AN ON THE GROUND SURVEY

LINE	BEARING	DISTANCE
L1	N 68°42'41" E	23.88'
L2	N 68°42'41" E	61.43'
L3	N 68°42'41" E	20.00'
L4	S 68°44'04" W	19.98'
L5	S 21°15'56" E	12.11'
L6	N 21°17'19" W	12.27'



SUBMITTED: June 13, 2017

PAGE 3 OF 6

GEOMATICS

SURVEYING AND MAPPING INC.

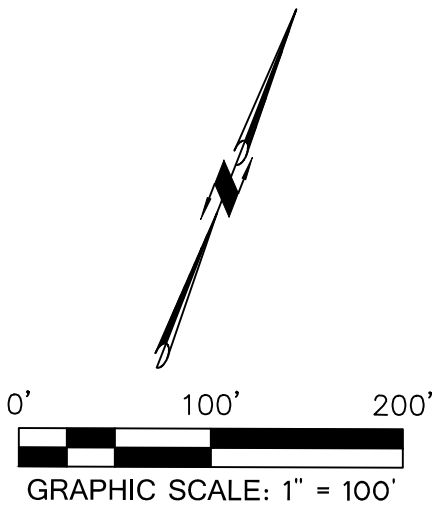
10415 Old Manchaca Rd., #202, Austin, TX 78748
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101 |



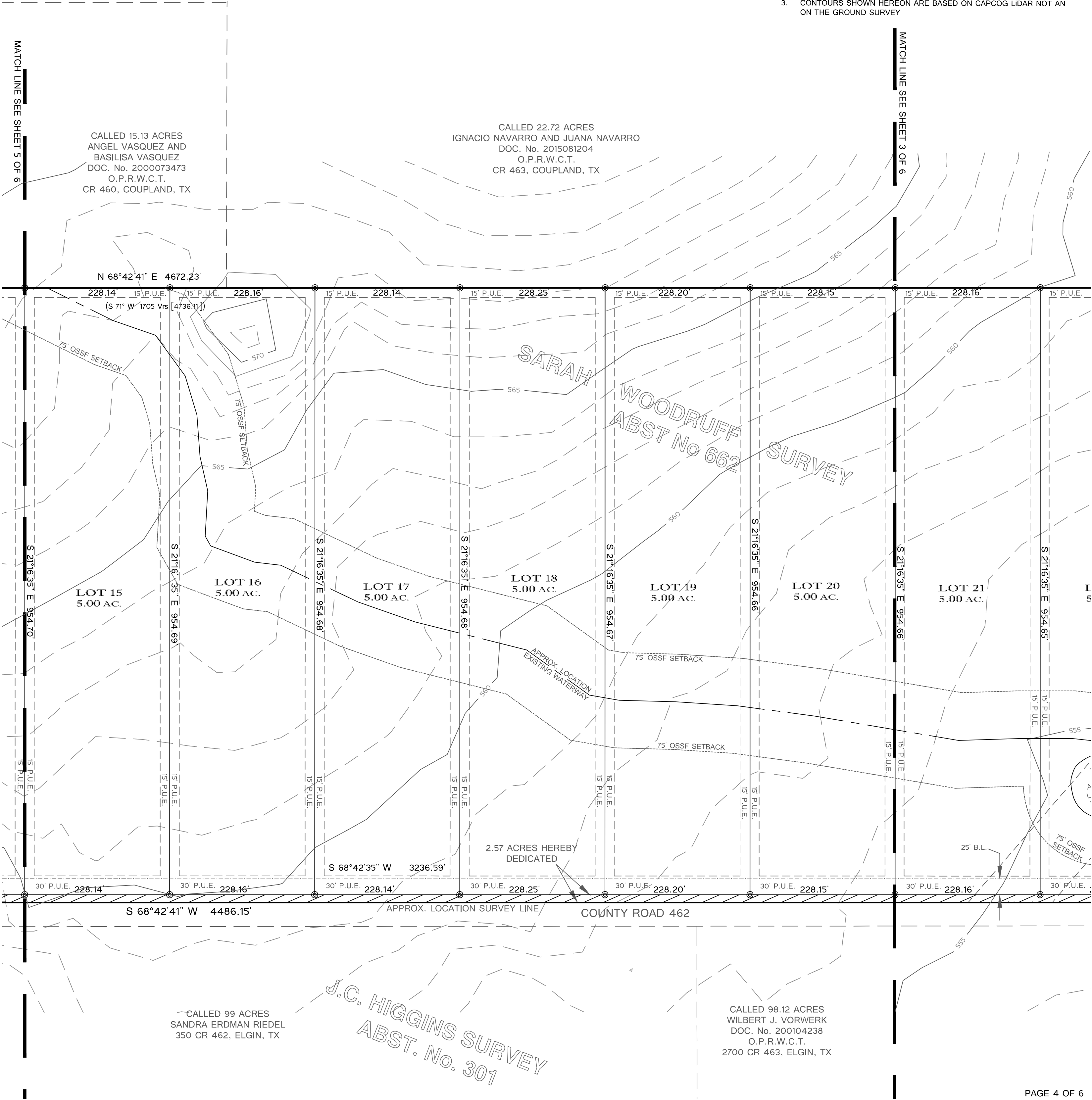
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SUBMITTED: June 13, 2017

PAGE 4 OF 6

GEOMATICS

SURVEYING AND MAPPING INC.
10415 Old Manchaca Rd., #202, Austin, TX 78748
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101 |

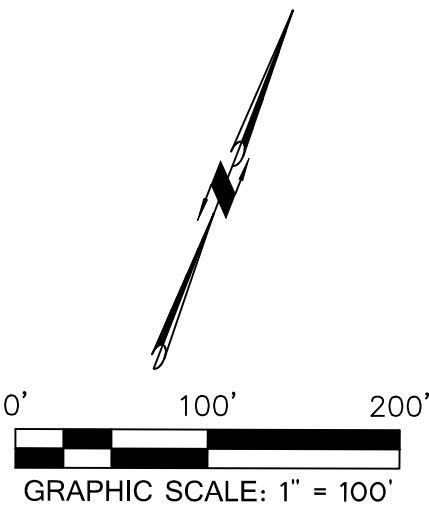


ELGIN ACRES

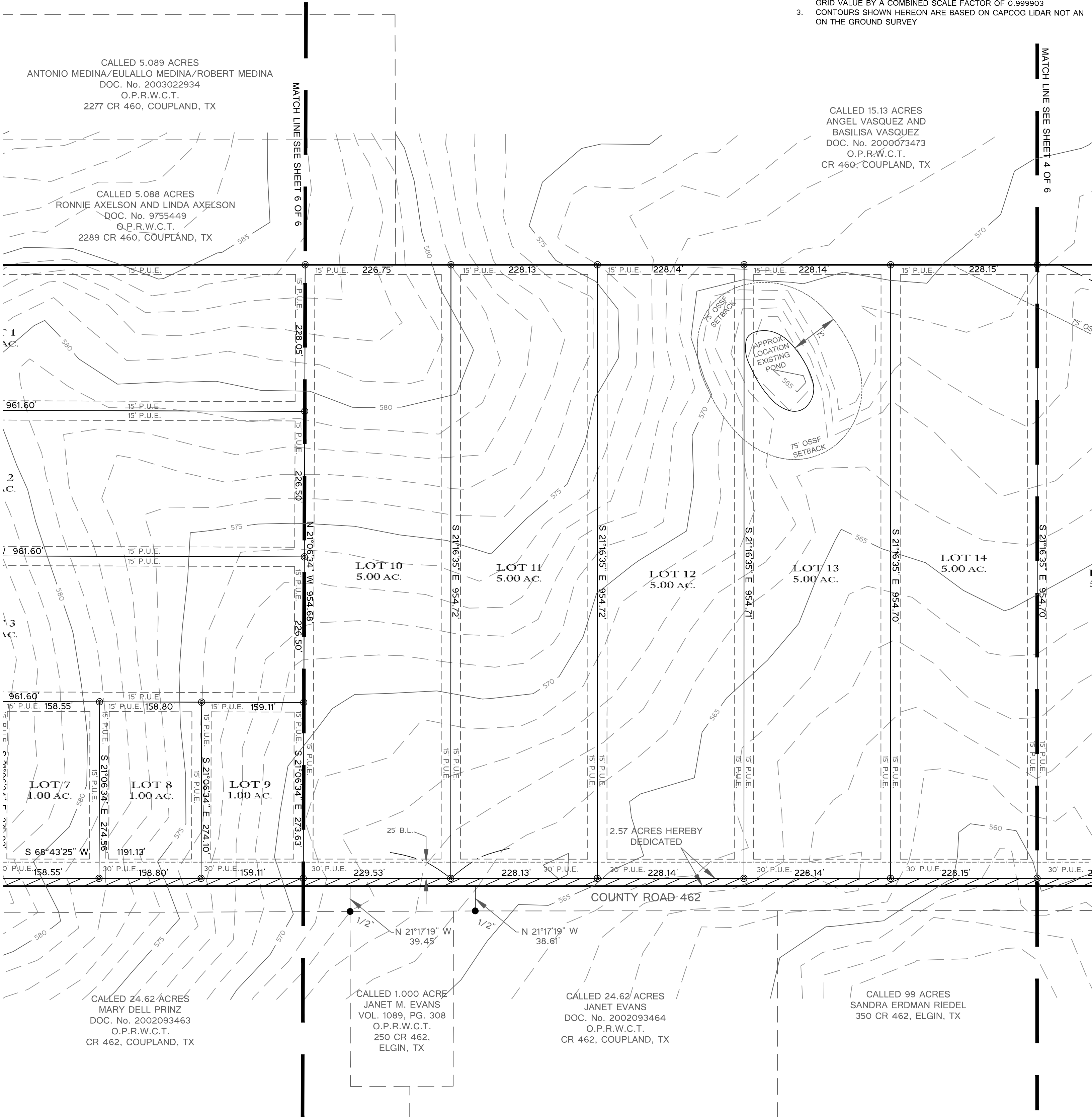
PRELIMINARY PLAT WILLIAMSON COUNTY, TEXAS

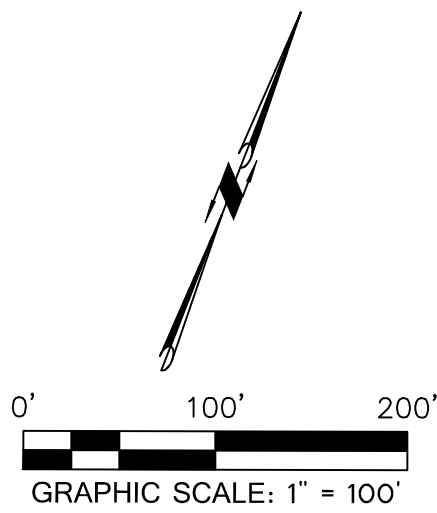
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ELGIN ACRES

PRELIMINARY PLAT

WILLIAMSON COUNTY, TEXAS

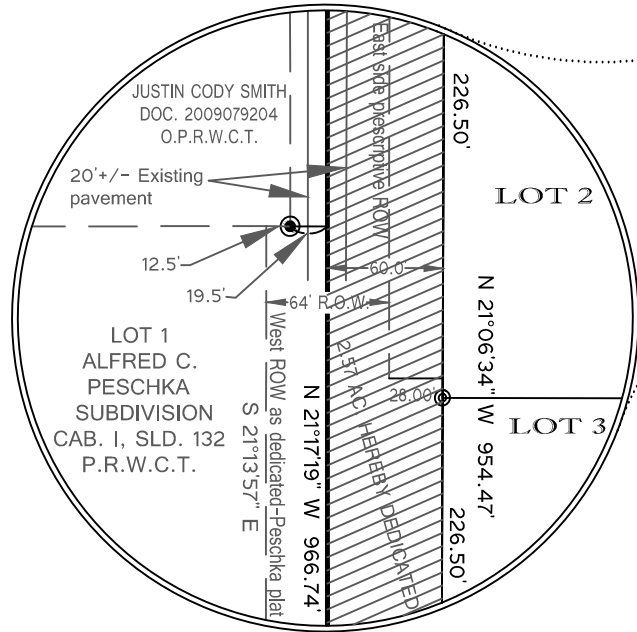
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G.D. GLASSCOCK SURVEY
ABST. No. 258

SUBMITTED: June 13, 2017

PAGE 6 OF 6

GEOMATICS

SURVEYING AND MAPPING INC.

10415 Old Manchaca Rd., #202, Austin, TX 78748
(512) 917-0184 | TBPLS FIRM REGISTRATION No. 10194101 |



Commissioners Court - Regular Session**27.****Meeting Date:** 07/18/2017

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 July 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

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

AttachmentsJuly 2017 CSR

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/12/2017 01:04 PM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

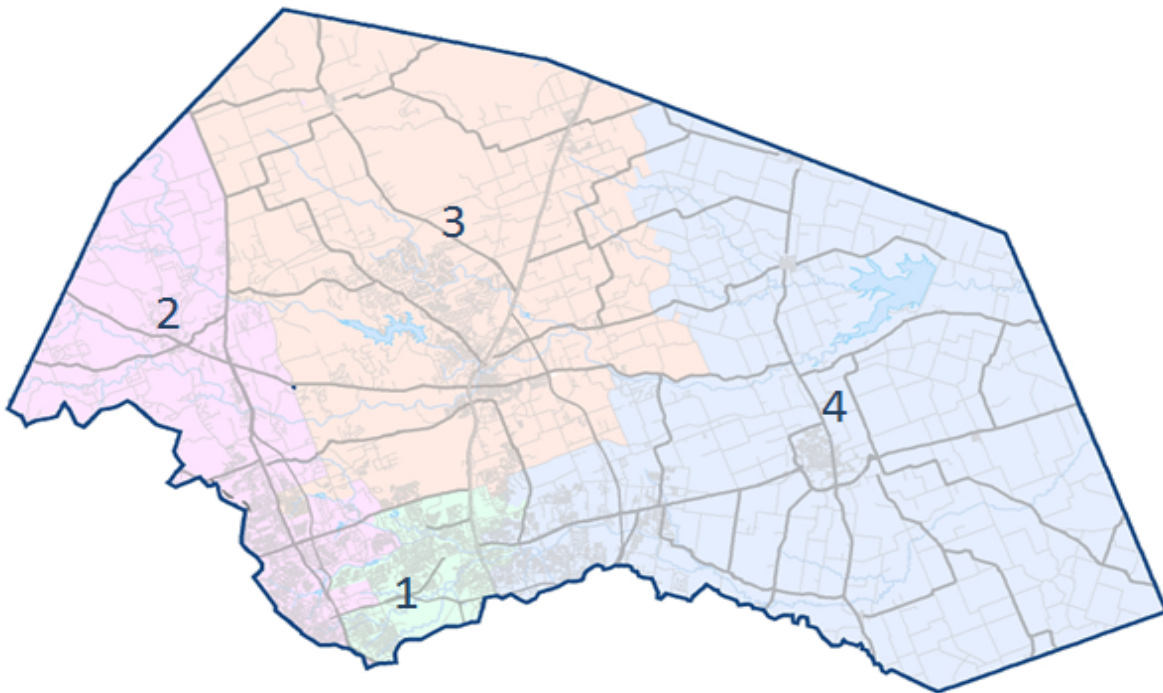
County Judge
Dan Gattis

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Larry Madsen

July 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.07



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

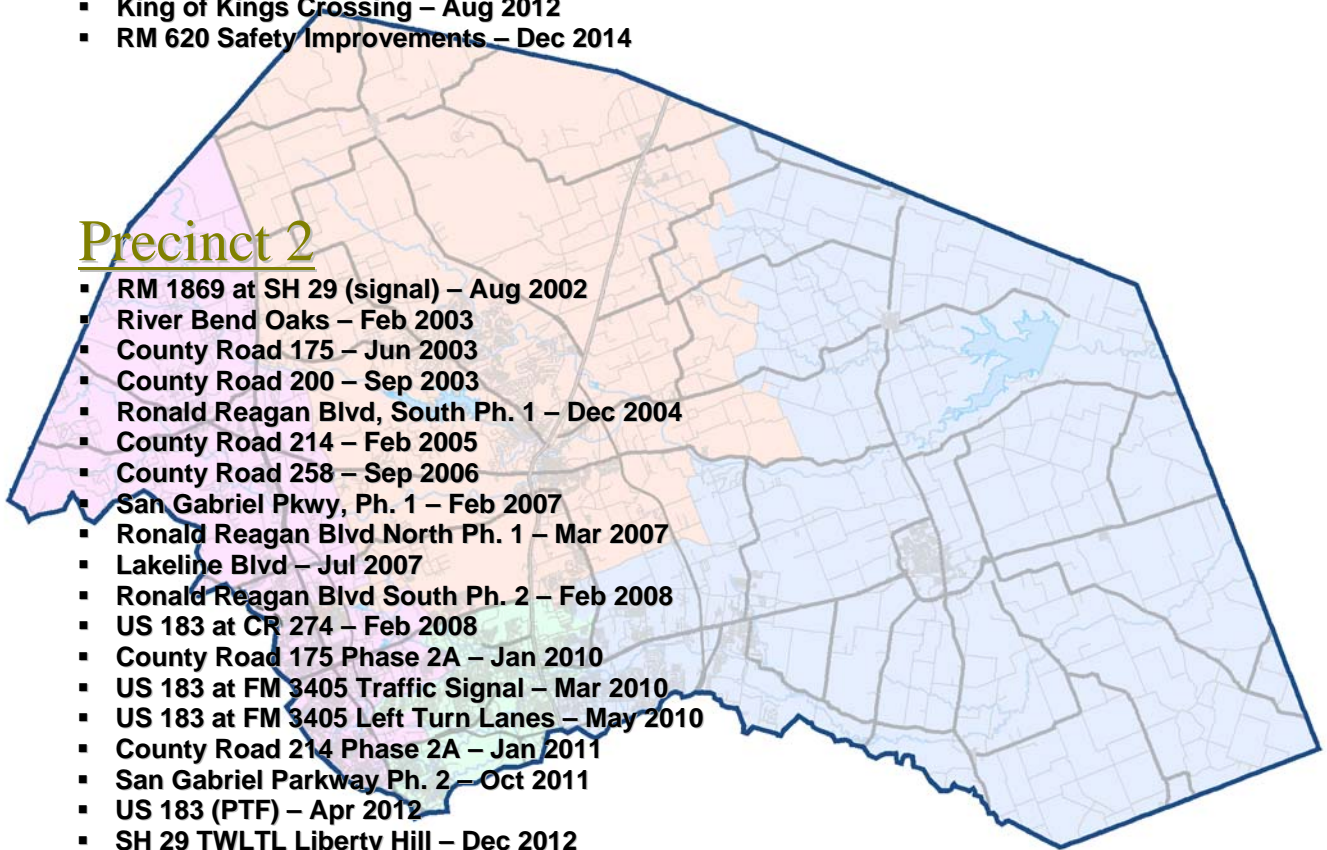
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2017

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

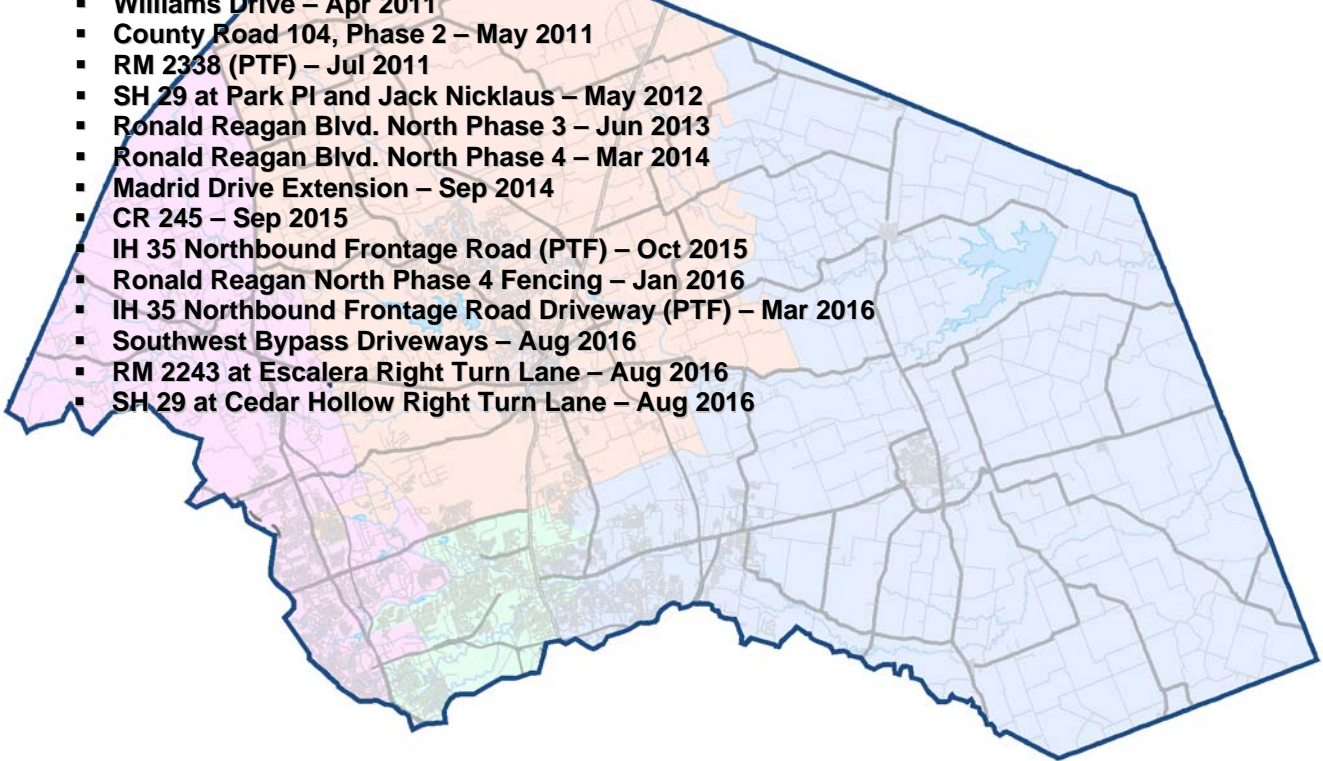
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 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

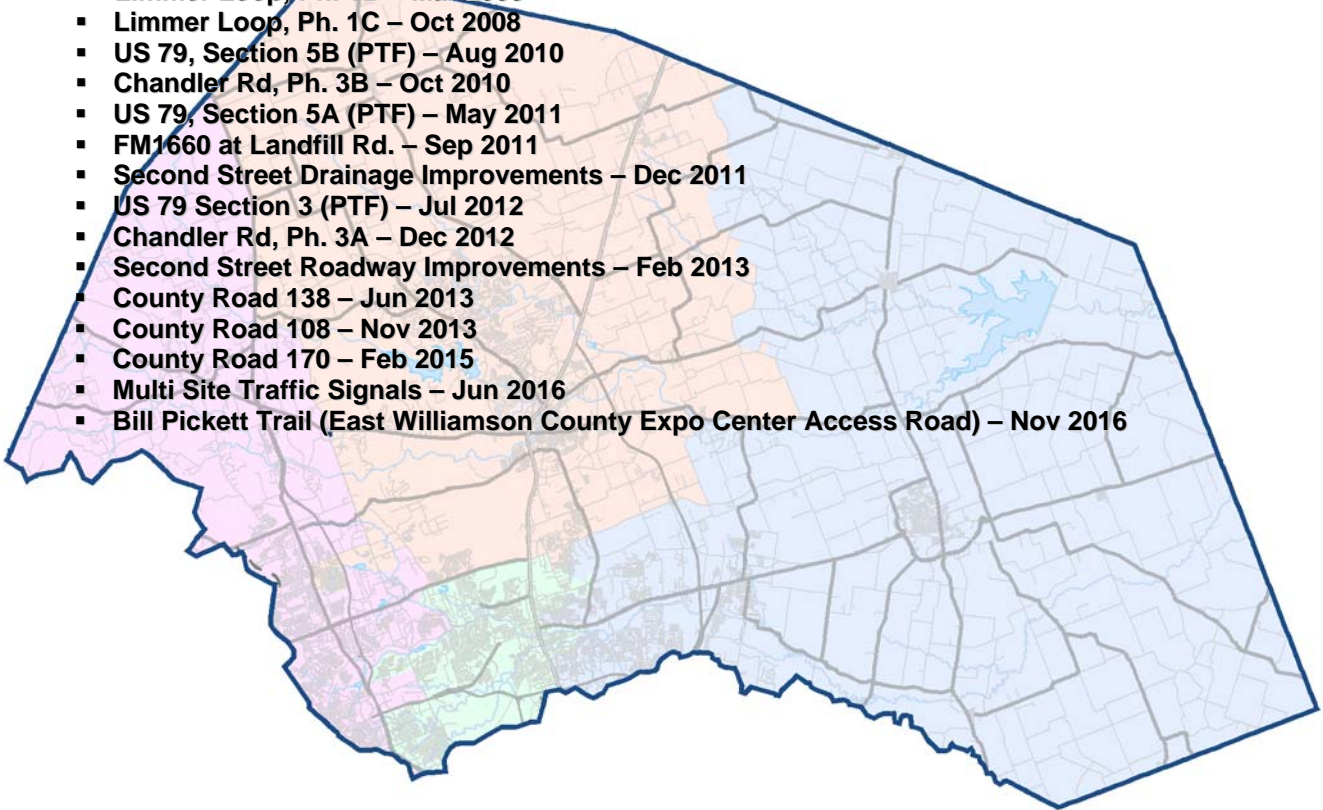
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

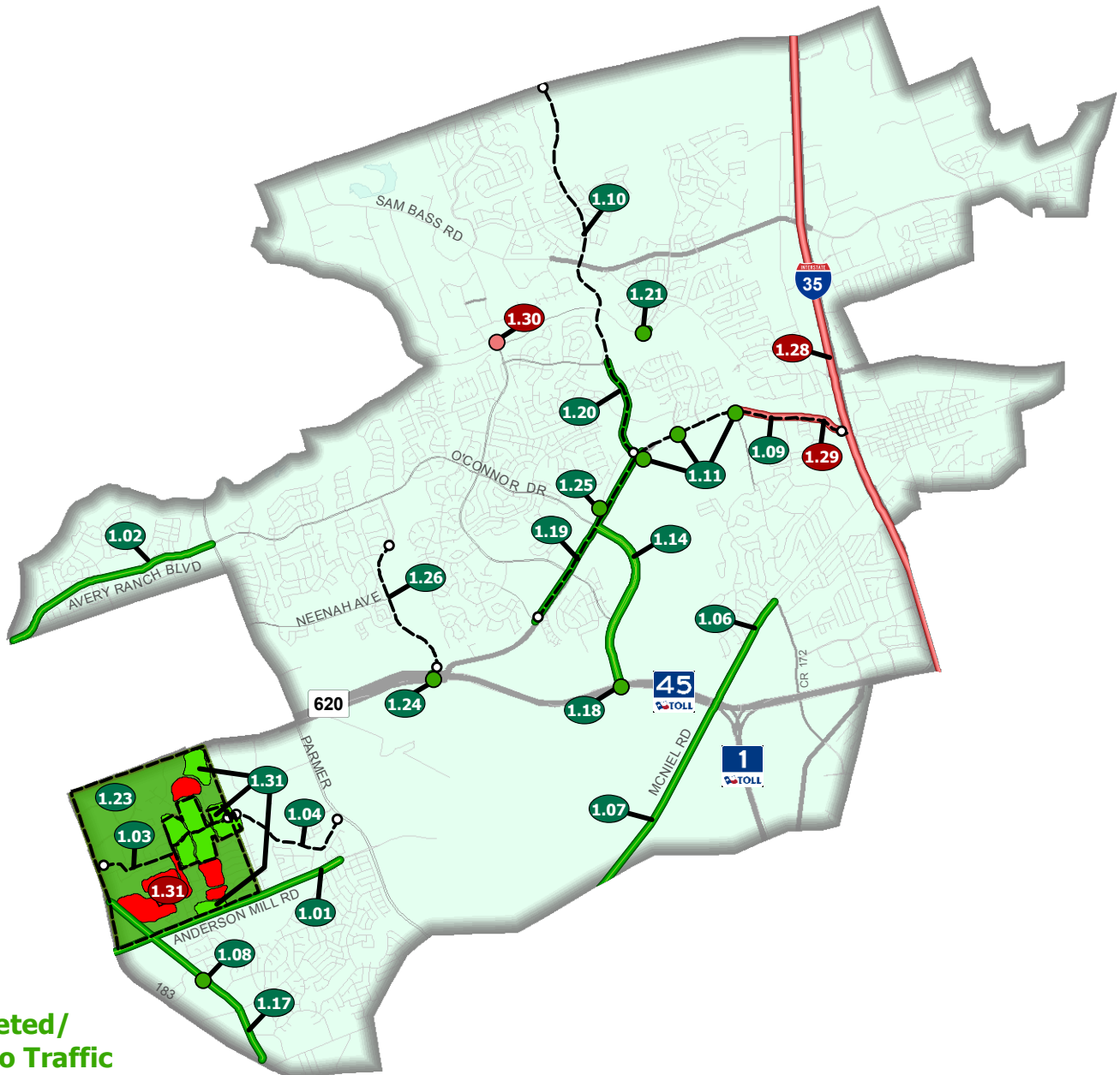
Precinct 4

- 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

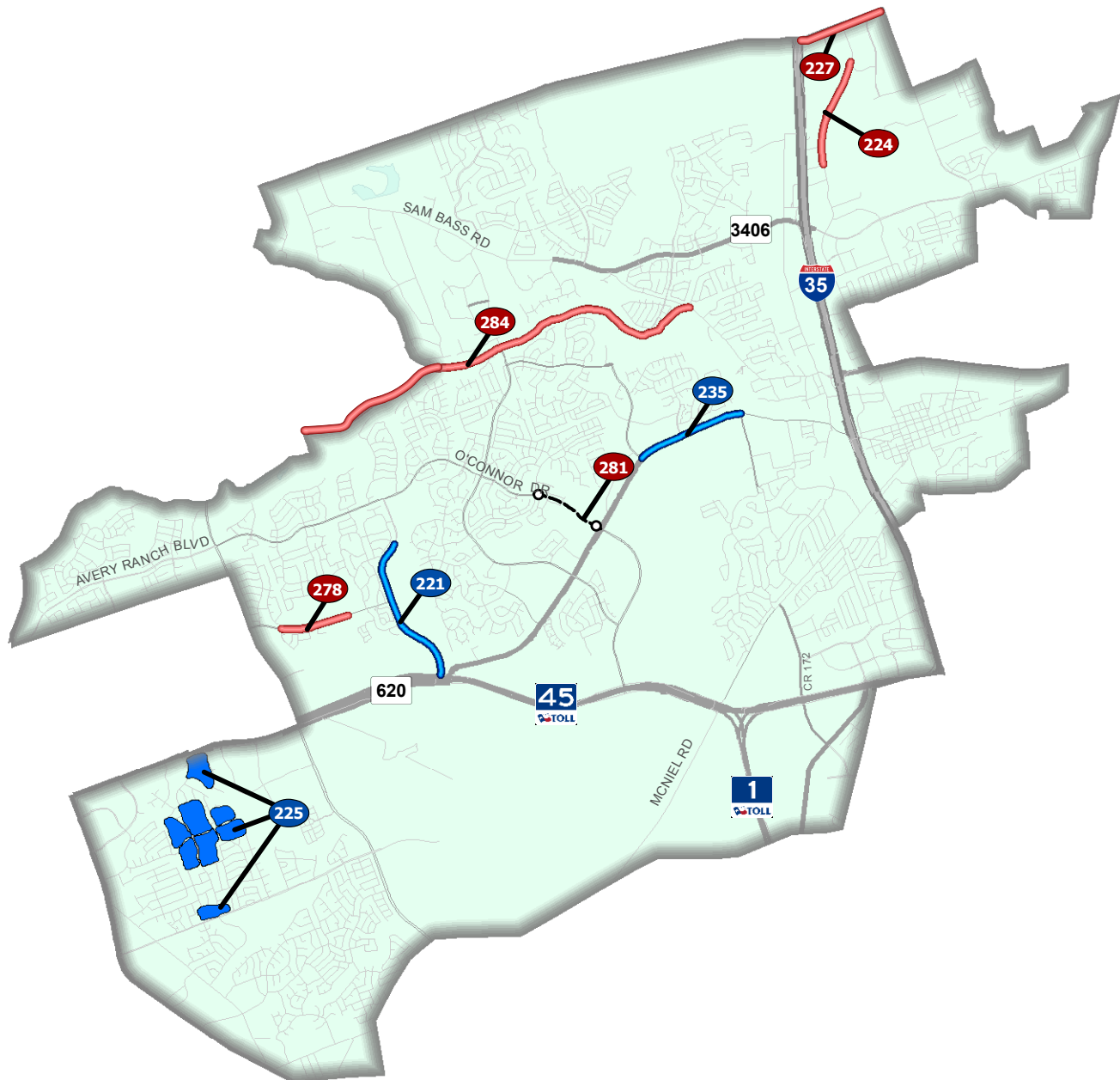
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming 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

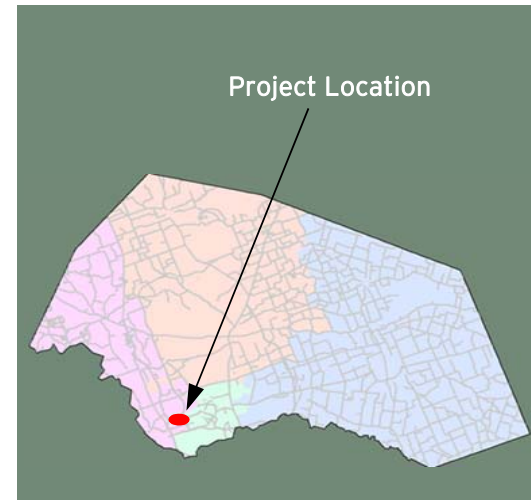


Under Construction/Bidding

- 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



JUNE 2017 IN REVIEW

6/02/2017: DeNucci Constructors continued 24" RCP installation in the Stillforest Zone. The remaining water service installation in the Stillforest Zone was completed and trench repairs began in the Braeburn Glen Zone.

6/09/2017: The 24" RCP installation was completed. Installation continued on the 18" RCP installation in the Stillforest Zone. Trench repairs continue in the Braeburn Glen Zone and have begun in the Stillforest Zone.

6/16/2017: All pipe work installation was completed. Topsoil placement began in the ditches and trench repairs continued in the Stillforest Zone.

6/23/2017: Additional storm pipe work in the Braeburn Glen Zone was completed and water line relocation work in the Wisterwood zone began. Concrete driveway replacement and ditch grading resumed in the Braeburn Zone.

6/30/2017: Water line relocation work continued in the Wisterwood Zone. In the Braeburn zone, the concrete driveway replacement was completed along with the ditch grading, seeding and installing soil retention blankets. Water line relocation work began in the Briar Hollow 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	35	635	
<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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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	13
4	11/1/2016	12/2/2016	32	\$182,471.22	\$810,813.10	\$20,274.58	\$90,090.34	25	18
5	12/3/2016	12/31/2016	29	\$177,314.98	\$988,128.08	\$19,701.67	\$109,792.01	30	23
6	1/1/2017	1/31/2017	31	\$231,302.70	\$1,219,430.78	\$25,700.30	\$135,492.31	37	27
7	2/1/2017	2/28/2017	28	\$304,664.67	\$1,524,095.45	\$33,851.63	\$169,343.94	46	32
8	3/1/2017	3/31/2017	31	\$191,005.20	\$1,715,100.65	\$21,222.80	\$190,566.74	52	37
9	4/1/2017	4/30/2017	30	\$172,795.55	\$1,887,896.20	\$19,199.50	\$209,766.24	58	41
10	5/1/2017	5/31/2017	31	\$229,295.63	\$2,117,191.83	\$25,477.30	\$235,243.54	65	46
11	6/1/2017	6/30/2017	30	\$291,274.89	\$2,408,466.72	\$32,363.87	\$267,607.41	73	51

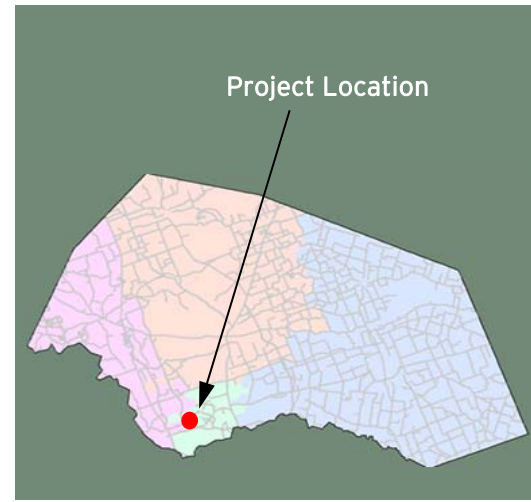
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/21/2017	31,806.00	31,806.00

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



JUNE 2017 IN REVIEW

6/02/2017: Jimmy Evans backfilled the sidewalk/curb and place topsoil from the Round Rock Bus Garage (RRBG) north. Subcontractor Greater Austin placed concrete for sidewalks and driveways on the southbound lanes and for the sidewalk and ADA ramps at the Neenah intersection.

6/09/2017: Backfill continued on the sidewalk/curb. Subcontractor Greater Austin continued to set forms, tie steel and place concrete for footings and retaining walls in the water quality pond. Greater Austin placed concrete for curb, sidewalk and driveways along the northbound lanes.

6/16/2017: Final flexbase grading was completed and subcontractor Lone Star Paving placed prime. Subcontractor Austin Tree Experts trimmed trees on the Robinson Easement for the detention pond outfall.

6/23/2017: Backfill continued for the sidewalk/curb. Flexbase was placed and processed along both sides from the RRBG to the south. Subcontractor Lone Star Paving placed chip seal from the RRBG to the north.

6/30/2017: Subcontractor Greater Austin continued to set forms, tie steel and place concrete for retaining walls in the water quality pond.



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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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
8	6/1/2017	6/30/2017	30	\$372,704.74	\$2,713,843.45	\$19,616.04	\$142,833.87	64	65

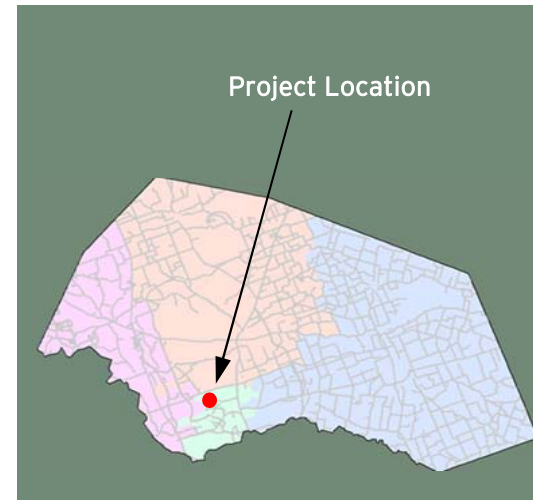
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/16/2017	-92,621.70	-92,621.70

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



JUNE 2017 IN REVIEW

6/02/2017: Cox Commercial Construction completed the installation of storm sewer pipe crossings. Subcontractor MG Drilling drilled and poured signal foundations. Subcontractor Greater Austin placed curb and gutter on the south side from Deep Wood to near Oaklands Dr.

6/09/2017: Flexbase was placed throughout the project. Subcontractor Austin Traffic Signal (ATS) potholed for utility conflicts for the signal foundations.

6/16/2017: Flexbase was processed the length of the project. Subcontractor Greater Austin completed slipforming curb and gutter. Subcontractor ATS drilled and poured signal foundations.

6/23/2017: Flexbase continued to be processed. Subcontractor Greater Austin placed riprap east of Oaklands Dr. Subcontractor ATS placed conduit for the new traffic signals at Deep Wood.

6/30/2017: The right turn lane from eastbound RM 620 to Deep Wood was closed and excavation for pavement widening began. Subcontractor Greater Austin completed placing riprap east of Oaklands Dr. Conduit continued to be placed for the new traffic signals at Deep Wood.



Design Engineer: Halff 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

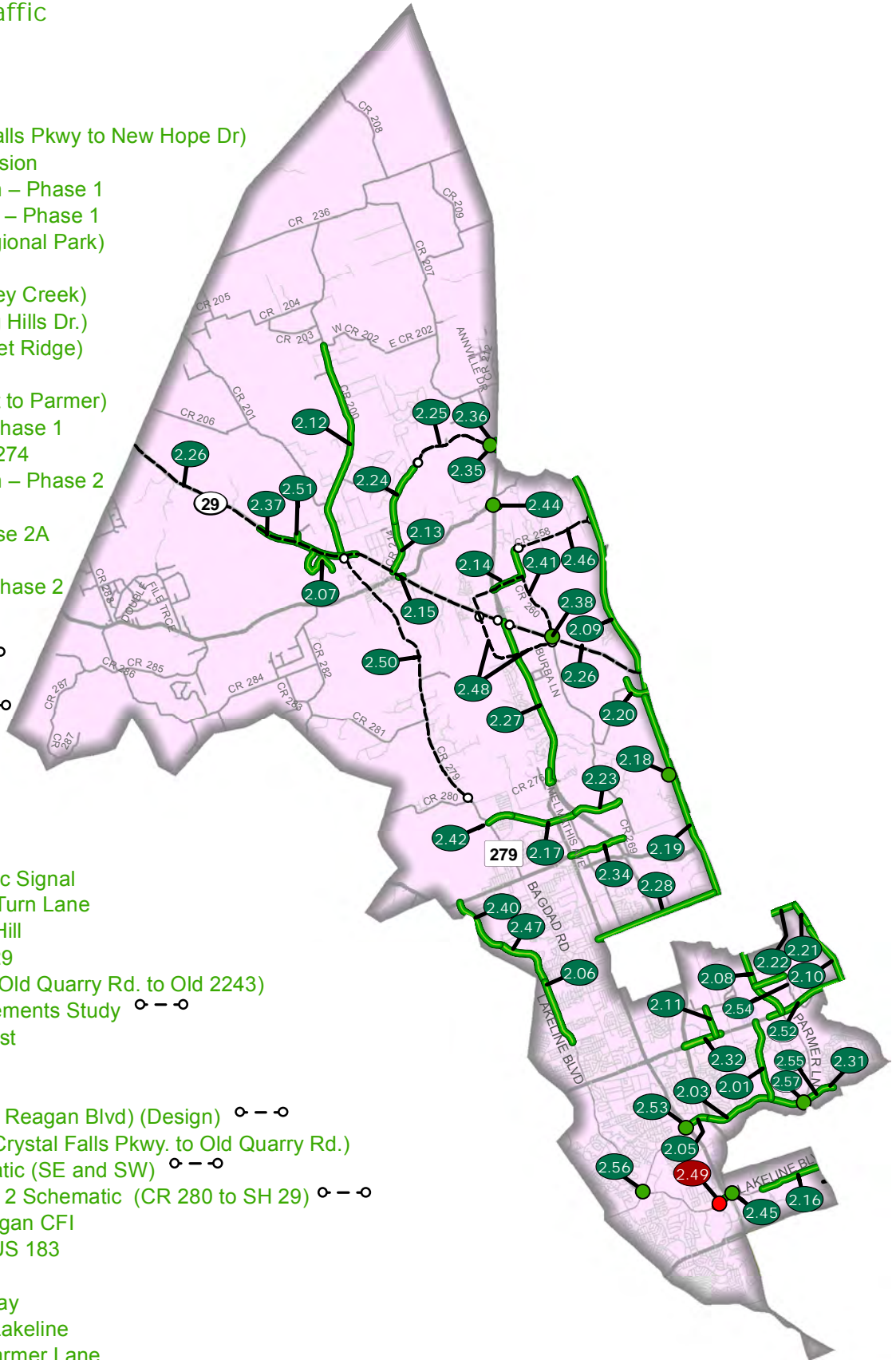
Original Contract Price = \$6,082,225.70

<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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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	
6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	37	40	
						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
- 2.26 SH 29 Improvements
- 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 CFI
- 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

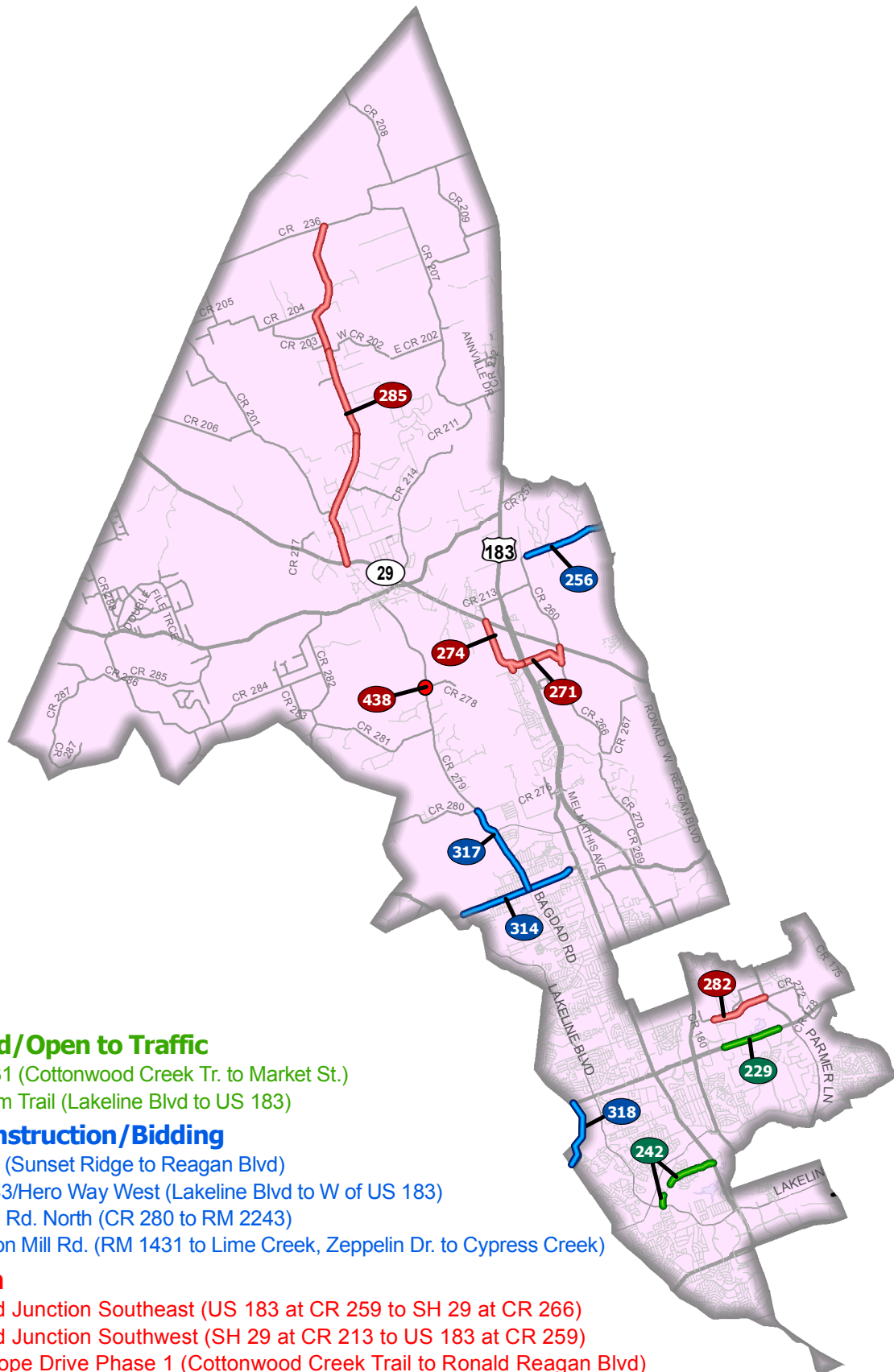


In Design

- #### 2.49 Lakeline Blvd. Right Turn Lanes

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

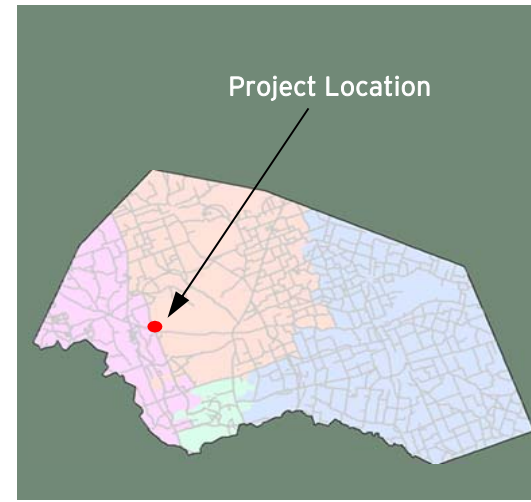
- 229 RM 1431 (Cottonwood Creek Tr. to Market St.)
- 242 Little Elm Trail (Lakeline Blvd to US 183)

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



JUNE 2017 IN REVIEW

6/02/2017: Chasco Constructors continued to process flexbase. The ditch was graded and topsoil placed to east of Sunny Slope. The riprap at Culvert 2 was completed and concrete placed for half of the T552 rail at Culvert 2.

6/09/2017: Flexbase continued to be processed. The T552 rail at Culvert 2 was completed. Forms were set at Culvert 1 for the T552 rail and concrete placed for the safety end treatments at Driveway 28.

6/16/2017: Driveways were fine graded on the westbound lanes. Concrete riprap was placed at Culvert 1. Subcontractor Wheeler placed asphalt from Ronald Regan to the end of the project and on all eastbound asphalt driveways.

6/23/2017: The concrete crew completed the mailbox pad at San Gabriel Oaks.

6/30/2017: The slope/ditch along the north half between San Gabriel Oaks and Ronald Reagan continued to be graded. The concrete crew formed and placed concrete for the water line valve aprons along the north side. Subcontractor RSI installed the metal beam guard fence at Culverts 1 and 2.



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	4	364	
<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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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	23
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	40
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	56
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	69	65
10	4/1/2017	4/30/2017	30	\$317,257.62	\$4,086,263.07	\$35,250.85	\$454,029.23	75	73
11	5/1/2017	5/31/2017	31	\$325,276.60	\$4,411,539.67	\$36,141.84	\$490,171.07	81	82
12	6/1/2017	6/30/2017	30	\$382,942.21	\$4,794,481.88	\$42,549.14	\$532,720.21	88	90

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

<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

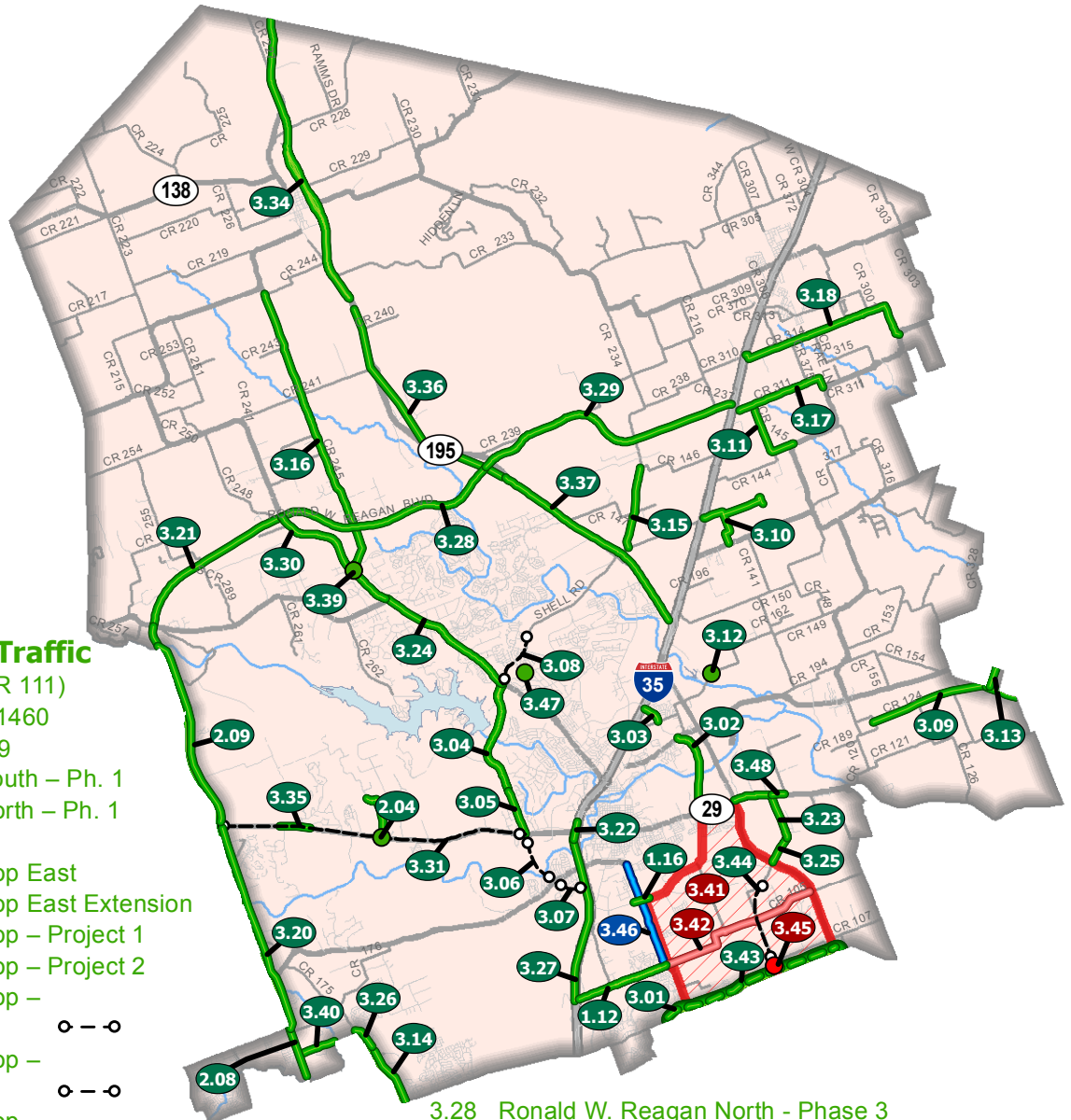
- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ – ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 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

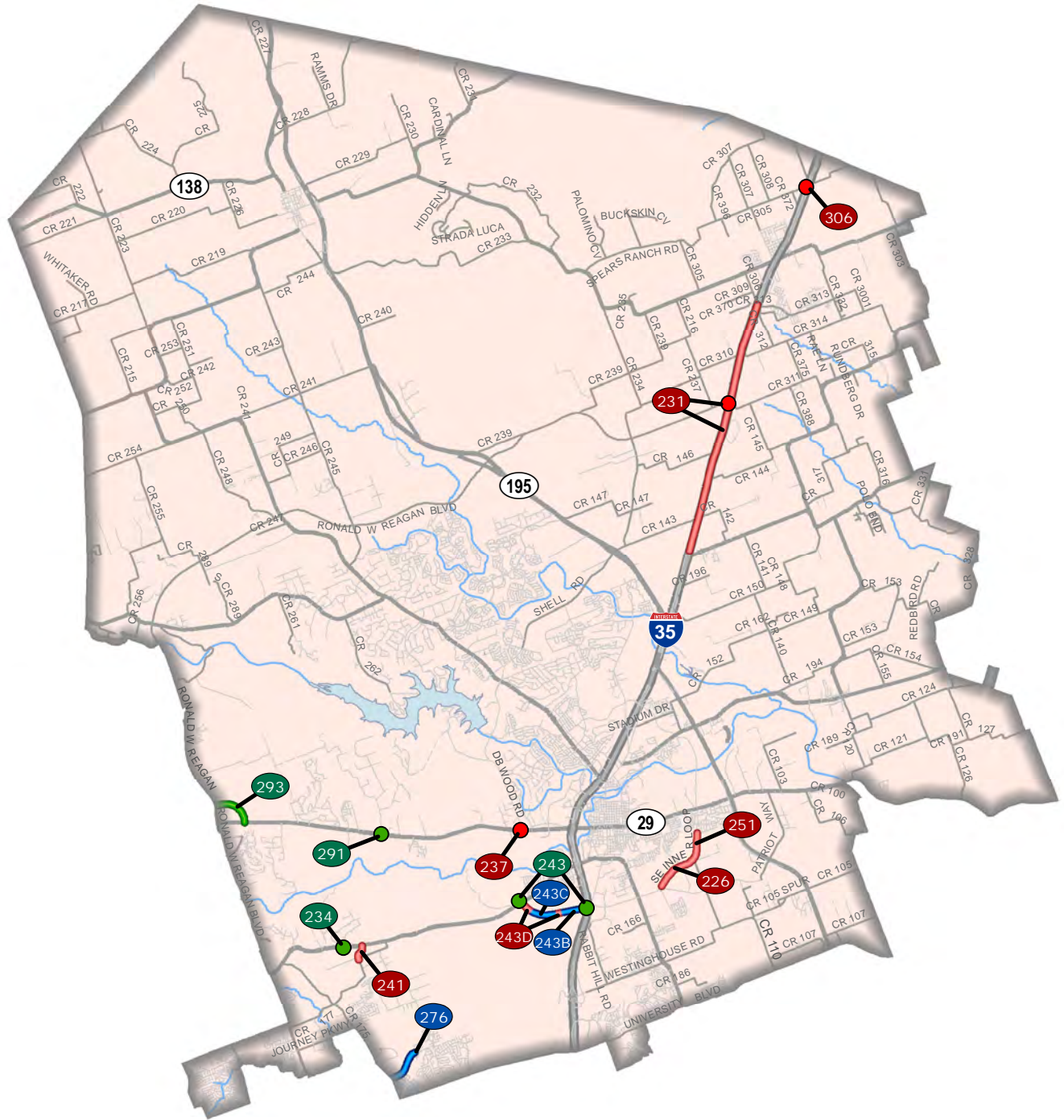
In Design

- 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

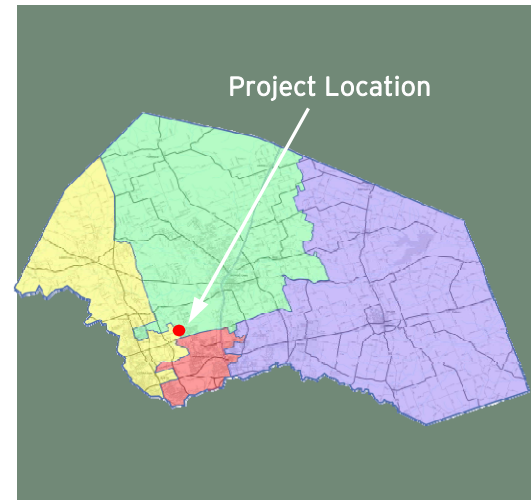
- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)

Under Construction/Bidding

- 243c Southwest Bypass Access Route
- 243b Southwest Bypass Segment 1 (RM 2243 to IH 35)
- 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)
- 243d Southwest Bypass Segment 2 (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

(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles

Roadway Classification: Minor Arterial

Limited NTP: June 2016 - November 2017

Estimated Construction Cost: \$3.2 Million



JUNE 2017 IN REVIEW

6/02/2017: Patin remobilized equipment and began clearing the ROW.

6/09/2017: Topsoil was stripped and stockpiled. Subcontractor Austin Wood Recycling ground the brush piles.

6/16/2017: Topsoil continued to be stripped and stockpiled. Subcontractor Austin Wood Recycling ground the brush piles.

6/23/2017: Excavation to subgrade began at the west end of the project and embankment was placed to subgrade at the east end of the project up to Culvert B. Material was screened for use in the fills.

6/30/2017: Embankment continued to be placed to subgrade at the east end of the project on both sides of Culvert B. The material continued to be separated/screened for use in the fills.



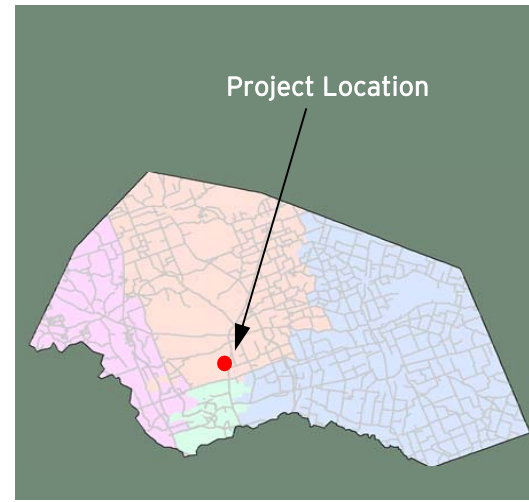
Design Engineer: Randall Jones
Contractor: Patin Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

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>	
		2/17/2017 (Limited)							
4/20/2016	5/16/2016	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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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	\$20,305.21	\$35,216.11	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$45,648.71	14	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$68,628.40	21	0
5	6/4/2017	6/30/2017	27	\$47,340.00	\$664,995.60	\$5,260.00	\$73,888.40	23	15
Adjusted Price =									\$3,210,934.80



Southwest Bypass Access Route

Project Length: 1 Mile
Roadway Classification: Access Route

Project Schedule: June 2017-July 2017
Estimated Construction Cost: \$.2 Million



JUNE 2017 IN REVIEW

6/02/2017: Subcontractor Austin Powder completed the drilling and blasted the area for the access ramp. Jordan Foster mobilized their equipment and began grading the ramp.

6/09/2017: Grading of Ramp 1 continued into the quarry. An additional blast was coordinated.

6/16/2017: Grading of Ramp 1 into the quarry continued. Two haul trucks were utilized to haul material to the fill ramp on the east wall.

6/23/2017: Subcontractor Austin Powder completed the 2nd blast for Ramp 2. Ramp 2 continued to be graded and material continued to be hauled to the fill ramp on the east wall.

6/30/2017: Material continued to be excavated from both ramps 1 and 2. This material was being placed on Ramp 3. The Contractor is working on the final grading of the ramps, building berms, and shaping the side slopes.



Design Engineer: HDR Engineering
Contractor: Jordan Foster Construction
Construction Observation:
Steven Shull HNTB

Williamson County
Road Bond Program

**Southwest Bypass Access Route
Project No. 1702-148**

Original Contract Price = \$204,000.00

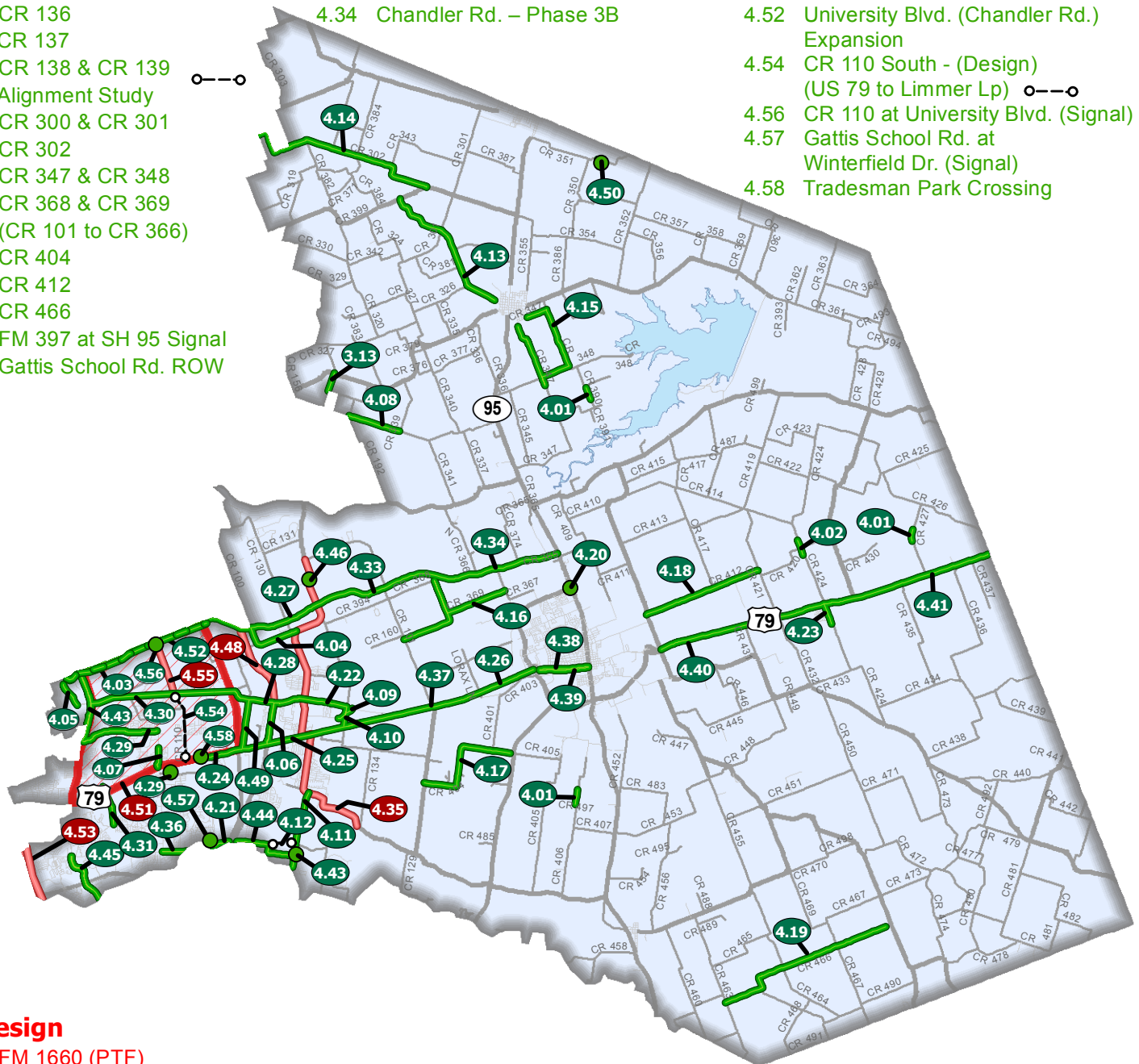
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/12/2017	4/25/2017	6/1/2017	6/4/2017			55	0	55	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days 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	6/3/2017	6/25/2017	23	\$147,493.36	\$147,493.36	\$7,762.81	\$7,762.81	76	42
Adjusted Price =								\$204,000.00	

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 | | |

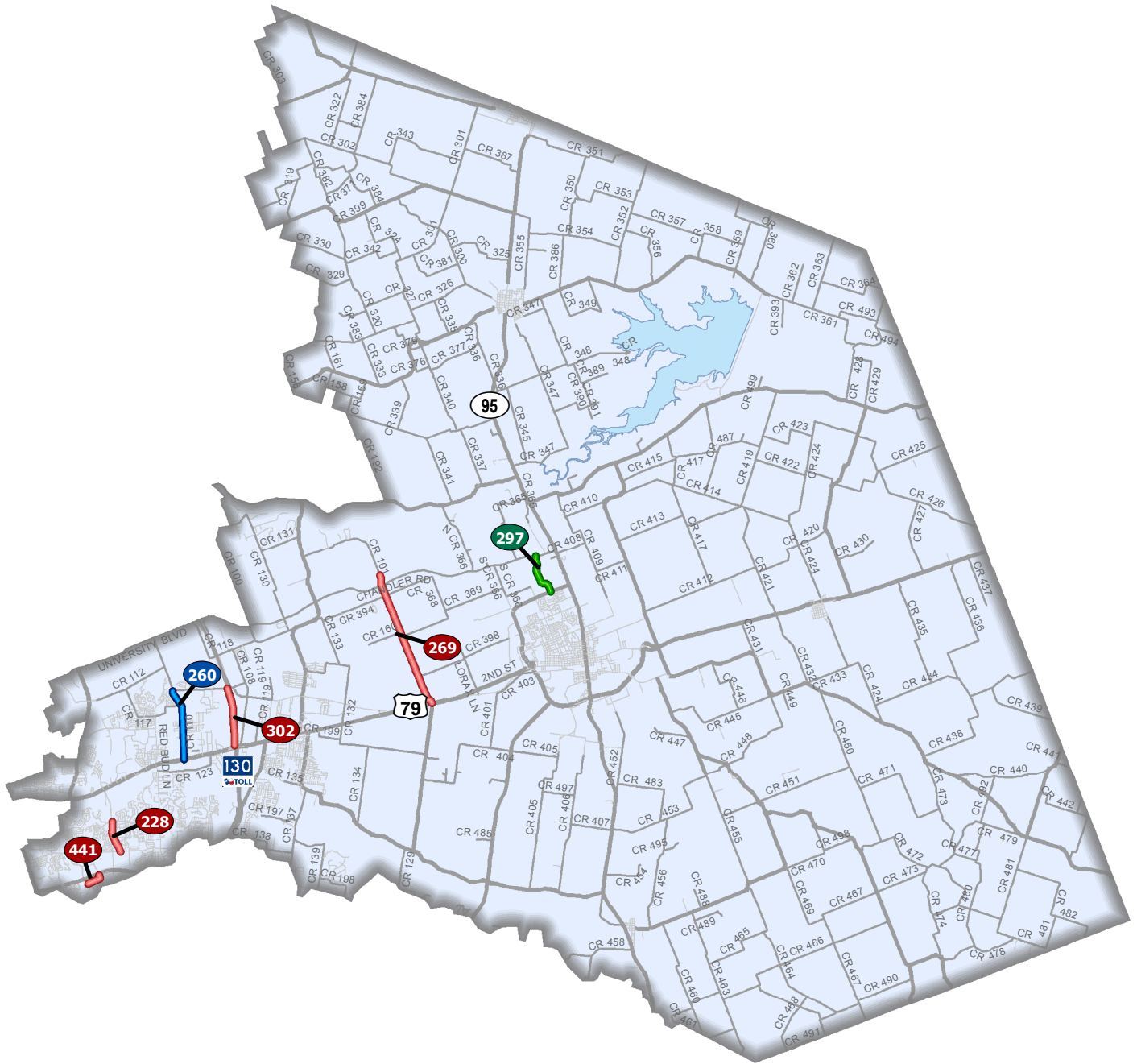


In Design

- 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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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

7/7/2017 Comments - The GEC has received and is processing the Closeout Documents.

<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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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

7/7/2017 Comments - The Contractor has reseeded several locations and is waiting on vegetation establishment.

<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.

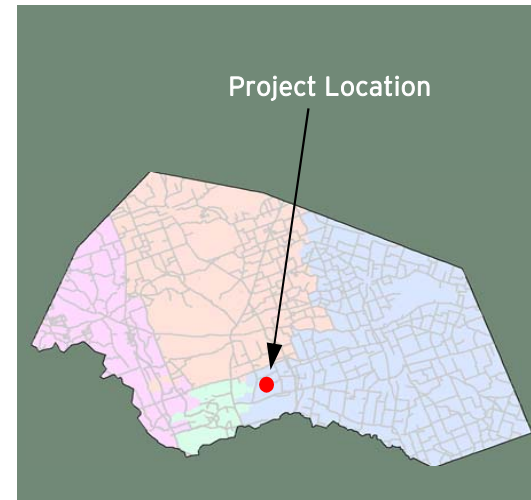
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	9/6/2016	-102,204.38	-98,985.18

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



JUNE 2017 IN REVIEW

6/02/2017: Chasco Construction installed a 36" concrete pipe extension at Sofia Place. 5'x4' precast concrete boxes were installed at Culvert 5. Subcontractor Bryant/Frey continued boring under McNutt Creek.

6/09/2017: Embankment was placed and subgrade was made from Parma Street to Mozart Lane. Subcontractor Bryant/Frey completed boring under McNutt Creek and moved to the Jonah Water property bore site.

6/16/2017: Embankment continued to be placed from Parma Street to Mozart Lane.

6/23/2017: Box culverts 4 and 5 were installed in Phase 1. The 16" water line installation continued from McNutt Creek to US 79. Subcontractor Bryant/Frey completed boring under the Jonah Water property site and moved to the US 79 bore location.

6/30/2017: Embanking the road widening continued from Limmer Loop to the north and excavating began between CR 122 and Limmer Loop. The Jonah Water tank dismantling began. The 16" water line from McNutt Creek to US 79 installation continued as did the 16" water line under McNutt Creek.



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>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>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**28.****Meeting Date:** 07/18/2017

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

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

Information**Agenda Item**

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

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 06/21/2017

Reviewed By

Wendy Coco

Date

06/21/2017 03:46 PM

Started On: 06/21/2017 02:21 PM

Commissioners Court - Regular Session**29.****Meeting Date:** 07/18/2017

CR 110 Middle Oncor Joint Use Agreement

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Utility Joint Use agreement between Oncor Electric and Williamson County for utility relocations on CR 110 Middle, a Road Bond Project in Commissioner Pct. 4.

Background

Oncor Electric has existing facilities inside the County Road 110 Middle ROW which are in conflict with the proposed construction. The Joint Use Agreement allows Oncor to relocate their facilities in the proposed ROW. This relocation is not reimbursable.

Fiscal Impact

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

AttachmentsCR 110 M Joint Use Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/12/2017 01:27 PM

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR 110 Middle- Oncor

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 110 Middle:
From: North of Limmer Loop to CR 107

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

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

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

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

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

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

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

Owner: Oncor Electric Delivery Company LLC

Utility Name

By *Les Davis*
Les Davis

Title: Project Manager Major Design

Date: *June 29, 2017*

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

SEE SHEET 2 FOR INDEX

WILLIAMSON COUNTY

CLASSIFICATION: URBAN ARTERIAL DESIGN SPEED: 45 MPH
CR 110: ADT (2010): 3000 ADT (2035): 28200
UNIVERSITY: ADT (2017): 21000

CR 110 (MIDDLE SECTION) PRECINCT NUMBER 4

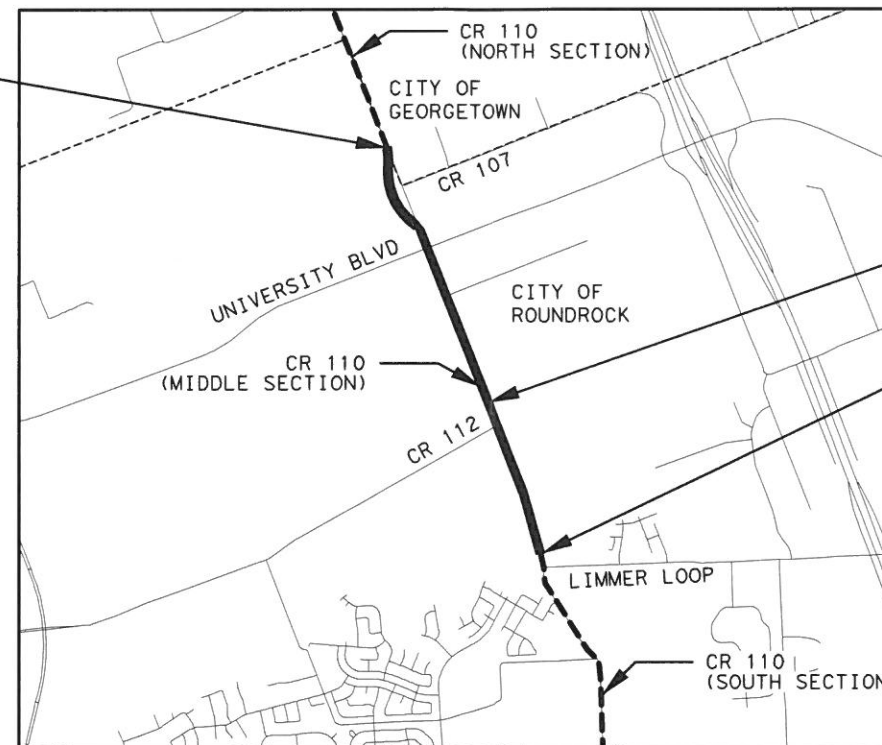
NET LENGTH OF ROADWAY PROJECT = 10950.00 FT (2.074 MILES)

LIMITS: FROM NORTH OF LIMMER LOOP TO NORTH OF CR 107

FOR THE CONSTRUCTION OF OF A 3-LANE ROADWAY CONSISTING OF
PAVING, GRADING, DRAINAGE, SIGNALS, SIGNING, AND PAVEMENT MARKINGS.

100%

END PROJECT
@ CR 110 (MIDDLE SECTION)
STA 323+50.00



EQUATION:
STA 245+71.25 BK =
STA 245+70.00 AH

BEGIN PROJECT
@ CR 110 (MIDDLE SECTION)
STA 214+00.00

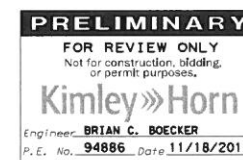
VICINITY MAP
N.T.S.

EQUATION: STA 245+71.25 BK = STA 245+70.00 AH
NO EXCEPTIONS
NO RAILROADS CROSSINGS
WATERSHED: MCNUTT CREEK
AREA OF DISTURBANCE: 47 ACRES

PREPARED BY:
KIMLEY-HORN

BRIAN BOECKER, P.E.

DATE



RECOMMENDED BY:
WILLIAMSON COUNTY

DAN A GATTIS
WILLIAMSON COUNTY JUDGE

DATE

RECOMMENDED BY:
WILLIAMSON COUNTY

RON MORRISON,
WILLIAMSON COUNTY COMMISSIONER, PRECINCT NO. 4

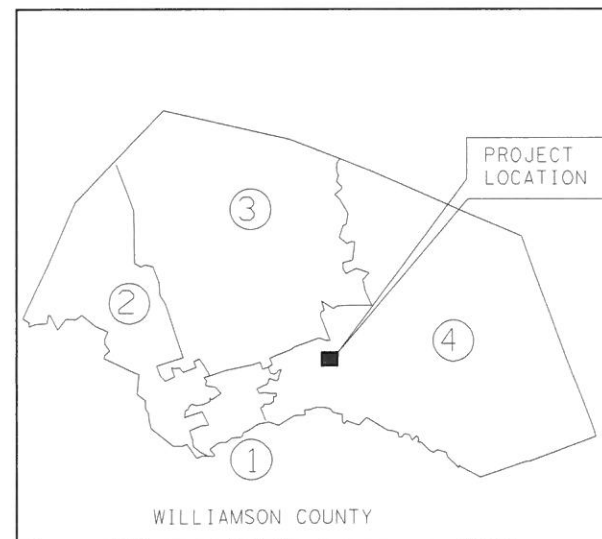
DATE

RECOMMENDED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

DATE

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD
SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM
TRAFFIC CONTROL DEVICES.:



Kimley»Horn
F-928

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION
OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.

Concrete poles have a 36" diameter foundation.
All wood poles are less than 36" diameter.
Proposed poles in R.O.W. are within 36" of R.O.W.
All poles removed are wood.

All wood poles are branded with the name "ONCOR".
Concrete poles have a brass plate with the name "ONCOR".



THIS SHEET

INSTALLED

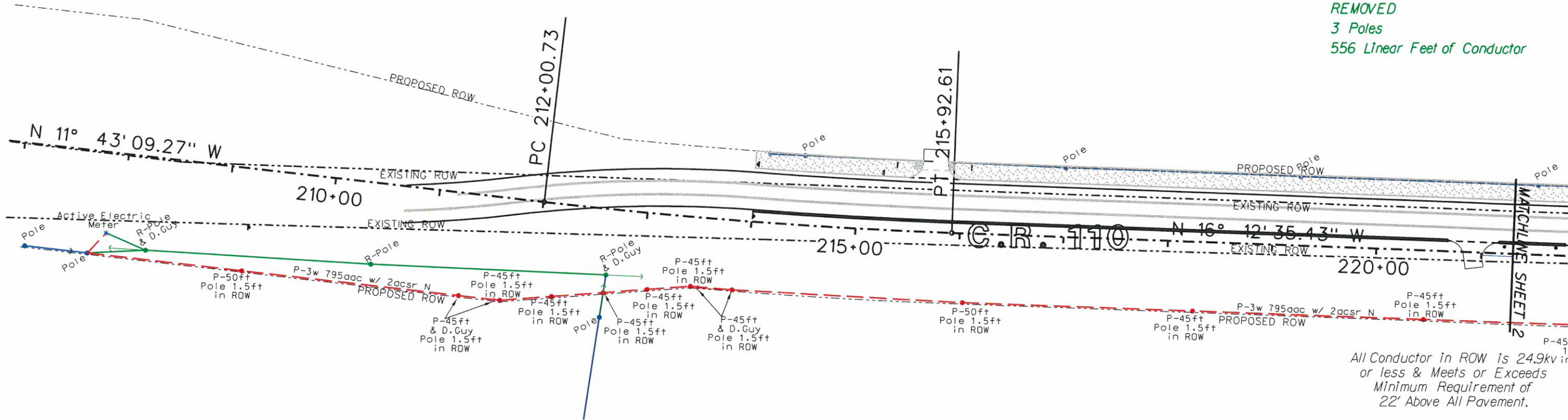
11 Poles

1394 Linear Feet of Conductor

REMOVED

3 Poles

556 Linear Feet of Conductor



All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, no known utilities within assigned 3ft paralleling new ROW

Caution: Existing water and phone lines in area.

Minimum Depth of URD, 60" below pavement 36" below ditch

LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

Sheet 1 of 7 WR 3329275

ONCOR ELECTRIC DELIVERY
ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD (MIDDLE)
WIDENING
SCALE: 1"=100'
JUNE 29, 2017

MARCH 8, 2016
Initial Preliminary

Concrete poles have a 36" diameter foundation.
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 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

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 Concrete poles have a brass plate with the name
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THIS SHEET



INSTALLED

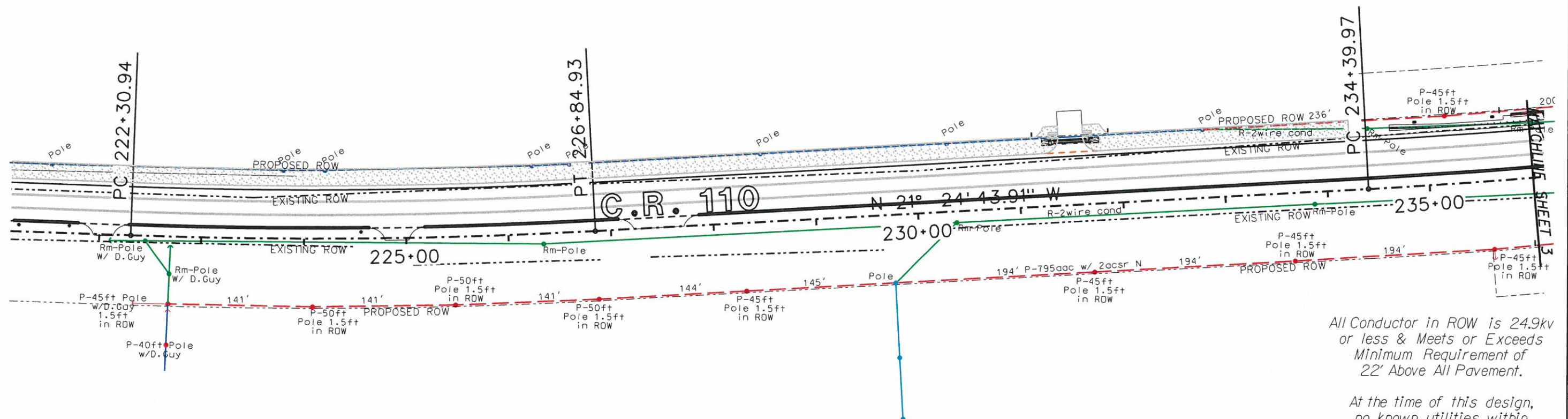
9 Poles

1654 Linear Feet of Conductor

REMOVED

5 Poles

1742 Linear Feet of Conductor



All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

At the time of this design,
 no known utilities within
 assigned 3ft paralleling new ROW

Caution: Existing water and
 phone lines in area.

Minimum Depth of URD,
 60" below pavement
 36" below ditch

Sheet 2 of 7 WR 3329275

ONCOR ELECTRIC DELIVERY
 ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD (MIDDLE)
 WIDENING

SCALE: 1"=100'
 JUNE 29, 2017

LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

MARCH 8, 2016
 Initial Preliminary

Concrete poles have a 36" diameter foundation.
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 All poles removed are wood.

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 Concrete poles have a brass plate with the name
 "ONCOR".



THIS SHEET

INSTALLED

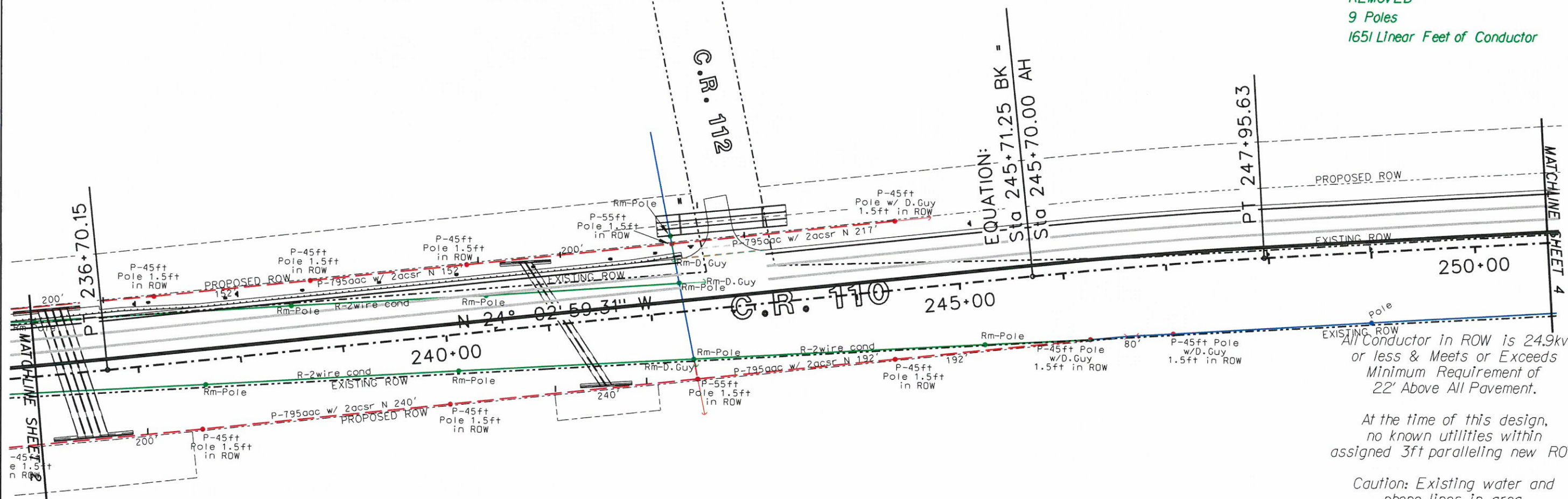
11 Poles

1884 Linear Feet of Conductor

REMOVED

9 Poles

1651 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

MARCH 8, 2016
 Initial Preliminary

Sheet 3 of 7 WR 3329275
 ONCOR ELECTRIC DELIVERY
 ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD (MIDDLE)
 WIDENING
 SCALE: 1"=100'
 JUNE 29, 2017

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name
 "ONCOR".



THIS SHEET

INSTALLED

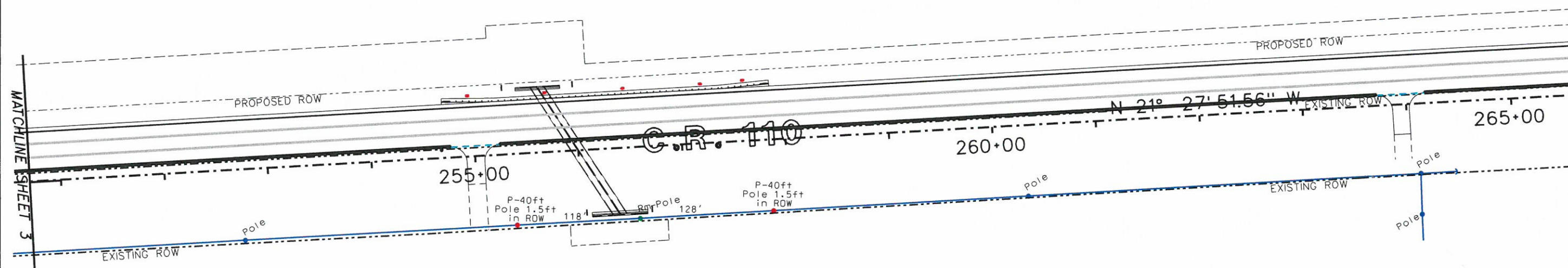
2 Poles

0 Linear Feet of Conductor

REMOVED

1 Poles

0 Linear Feet of Conductor



LEGEND

- ← ● Proposed Poles/Downguys
- ← ● Existing Poles/Downguys to be Removed
- ← ● Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- ⌒ Existing URD Conductor to be Removed
- ⌒ Existing URD Conductor to Remain in Place
- ⌒ Proposed URD Conductor

All Conductor in ROW is 24.9kv
 or less & Meets or Exceeds
 Minimum Requirement of
 22' Above All Pavement.

At the time of this design,
 no known utilities within
 assigned 3ft paralleling new ROW

Caution: Existing water and
 phone lines in area.

Minimum Depth of URD,
 60" below pavement
 36" below ditch

Sheet 4 of 7 WR 3329275

ONCOR ELECTRIC DELIVERY
 ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD (MIDDLE)
 WIDENING

SCALE: 1"=100'
 JUNE 29, 2017

MARCH 8, 2016
 Initial Preliminary

Concrete poles have a 36" diameter foundation.
 All wood poles are less than 36" diameter.
 Proposed poles in R.O.W. are within 36" of R.O.W.
 All poles removed are wood.

All wood poles are branded with the name "ONCOR".
 Concrete poles have a brass plate with the name "ONCOR".

THIS SHEET

INSTALLED

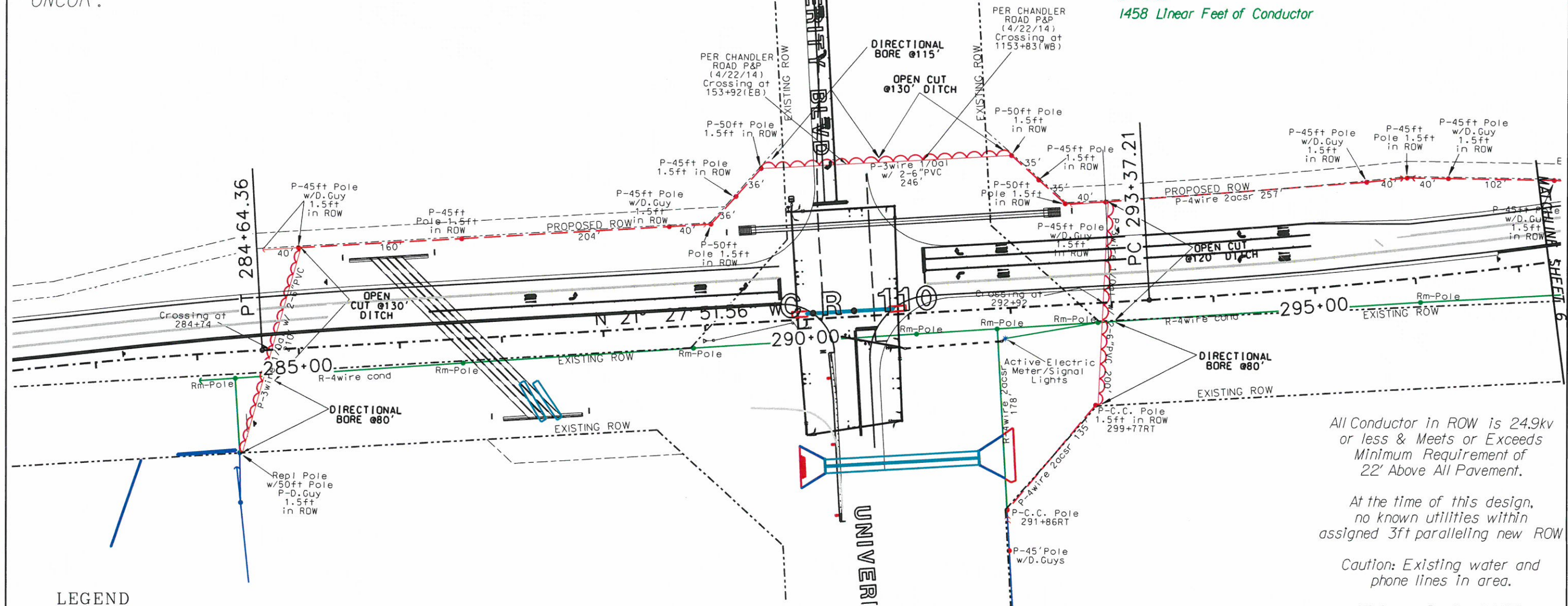
17 Poles

1804 Linear Feet of Conductor

REMOVED

6 Poles

1458 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

All Conductor in ROW is 24.9kv or less & Meets or Exceeds Minimum Requirement of 22' Above All Pavement.

At the time of this design, no known utilities within assigned 3ft paralleling new ROW

Caution: Existing water and phone lines in area.

Minimum Depth of URD, 60" below pavement 36" below ditch

Sheet 5 of 7 WR 3329275
 ONCOR ELECTRIC DELIVERY
 ROUND ROCK DISTRICT

WILLIAMSON COUNTY
 C.R. 110 ROAD (MIDDLE)
 WIDENING
 SCALE: 1"=100'
 JUNE 29, 2017

MARCH 8, 2016
 Initial Preliminary

Concrete poles have a 36" diameter foundation.
All wood poles are less than 36" diameter.
Proposed poles in R.O.W. are within 36" of R.O.W.
All poles removed are wood.

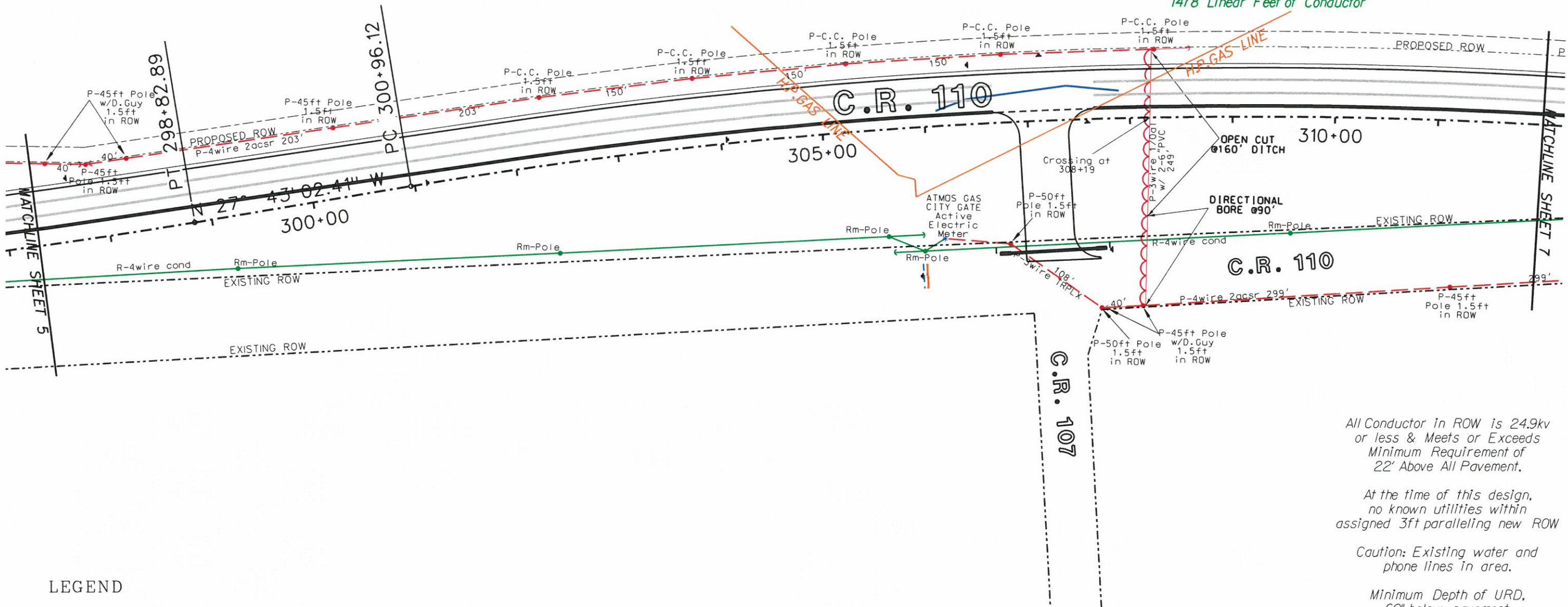
All wood poles are branded with the name "ONCOR".
Concrete poles have a brass plate with the name
"ONCOR".

CAUTION:
ATMOS HP Gas Line

THIS SHEET

INSTALLED
13 Poles
1945 Linear Feet of Conductor

REMOVED
5 Poles
1478 Linear Feet of Conductor



LEGEND

- Proposed Poles/Downguys
- Existing Poles/Downguys to be Removed
- Existing Poles/Downguys to Remain in Place
- Proposed Overhead Conductor
- Existing Overhead Conductor to be Removed
- Existing Overhead Conductor to Remain in Place
- Existing URD Conductor to be Removed
- Existing URD Conductor to Remain in Place
- Proposed URD Conductor

All Conductor in ROW is 24.9kv
or less & Meets or Exceeds
Minimum Requirement of
22' Above All Pavement.

At the time of this design,
no known utilities within
assigned 3ft paralleling new ROW

Caution: Existing water and
phone lines in area.

Minimum Depth of URD,
60" below pavement
36" below ditch

Sheet 6 of 7 WR 3329275
ONCOR ELECTRIC DELIVERY
ROUND ROCK DISTRICT

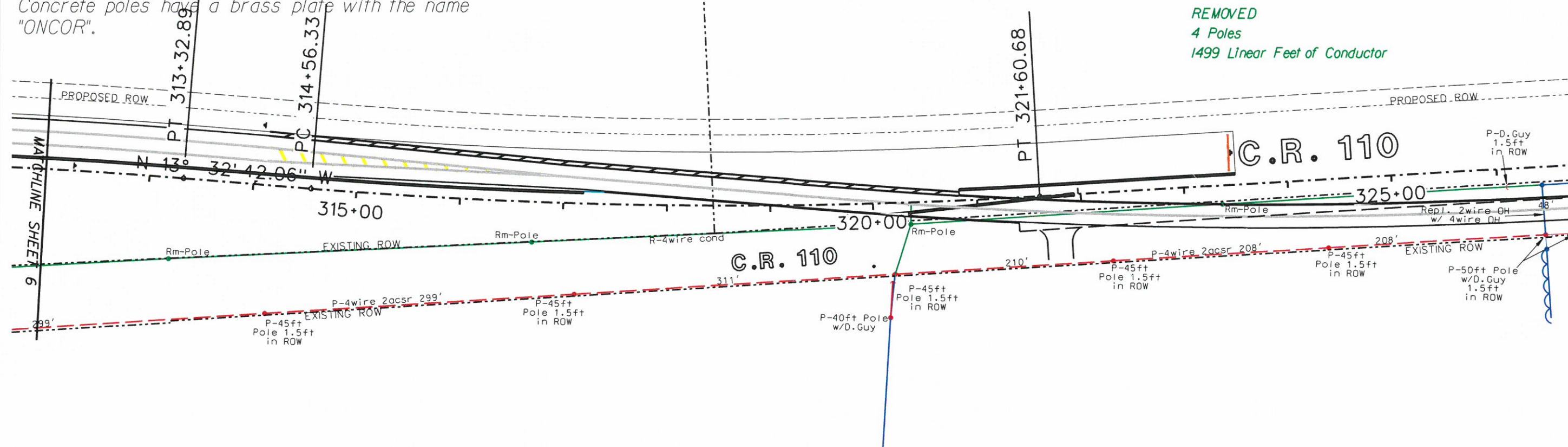
WILLIAMSON COUNTY
C.R. 110 ROAD (MIDDLE)
WIDENING
SCALE: 1"=100'
JUNE 29, 2017

MARCH 8, 2016
Initial Preliminary

All wood poles are branded with the name "ONCOR". Concrete poles have a brass plate with the name "ONCOR".

INSTALLED
6 Poles
1456 Linear Feet of Conductor

REMOVED
4 Poles
1499 Linear Feet of Conductor



At the time of this design,
no known utilities within
assigned 3ft paralleling new ROW










Minimum Depth of URD,
60" below pavement
36" below ditch

Sheet 7 of 7 WR 3329275
ONCOR ELECTRIC DELIVERY
ROUND ROCK DISTRICT

WILLIAMSON COUNTY
C.R. 110 ROAD (MIDDLE)
WIDENING
SCALE: 1"=100'
JUNE 29, 2017

MARCH 8, 2016
Initial Preliminary

LEGEND

- | | |
|---|---|
|  | <i>Proposed Poles/Downguys</i> |
|  | <i>Existing Poles/Downguys to be Removed</i> |
|  | <i>Existing Poles/Downguys to Remain in Place</i> |
|  | <i>Proposed Overhead Conductor</i> |
|  | <i>Existing Overhead Conductor to be Removed</i> |
|  | <i>Existing Overhead Conductor to Remain in Place</i> |
|  | <i>Existing URD Conductor to be Removed</i> |
|  | <i>Existing URD Conductor to Remain in Place</i> |
|  | <i>Proposed URD Conductor</i> |

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: 07/06/2017
CobbFendley Job: 1703-011-01
Re: CR 110 Middle

Oncor's Utility Joint Use Agreement

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Oncor's - Utility Joint Use Agreement

Received

JUL 06 2017

HNTB Corporation
Round Rock

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Chruch:

Please see the attached Oncor's Utility Joint Agreement for the above project. We have reviewed and approved Oncor's relocation plans for this project

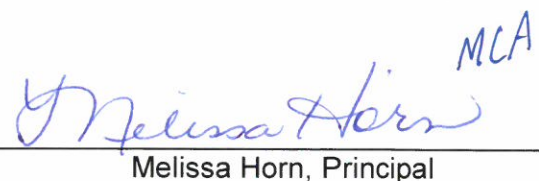
If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED


Melissa Horn, Principal

Commissioners Court - Regular Session**30.****Meeting Date:** 07/18/2017

Southwest Bypass Phase 1 Frontier Communication Utility Joint Use and Reimburement Agreement

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

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Utility Joint Use and Reimbursement Agreement with Frontier Communication for utility relocations on the Southwest Bypass Phase 1, a Road Bond Project in Commissioner Pct. 3.

Background

Frontier Communication has existing facilities in conflict with the Southwest Bypass Phase 1 Project. The Utility Reimbursement Agreement for the relocations is for a total amount of \$23,172.24. Frontier is 100% eligible for reimbursement. The total anticipated reimbursement to Frontier by the County is \$23,172.24.

Fiscal Impact

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

AttachmentsSWBYpassPh1-FrontierUtilityJointUseAndReimbursement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/12/2017 02:16 PM

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 22 day of May, 2017, by and between Frontier Communication (Verizon) (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain replacing line on new Oncor's poles (herein called Facilities).

WHEREAS, County desires to construct proposed Southwest Bypass (Barnes Tract to RM 2243) Phase 1 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Frontier Communication relocation consist of: 1200' linear feet of ALS25x24. 1009' of cable to be stranded on Oncor's new poles and 191' of slack.
- County will reimburse Utility for Engineering Services, Inspection Services, and Internal Cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1200' (Linear Foot – Poles) along with apparatus defined as Work = \$23,172.24.

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco -U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Frontier Communications (Verizon)
Name of Utility

By: 
Authorized Signature

Kevin Moseley
Print or Type Name

Title: manager

Date: 5/22/2017

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A
Plans, Specifications, and Estimated Costs



03/07/2017

70403 - 5209120

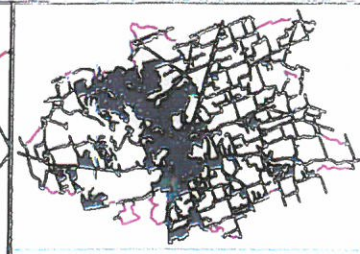
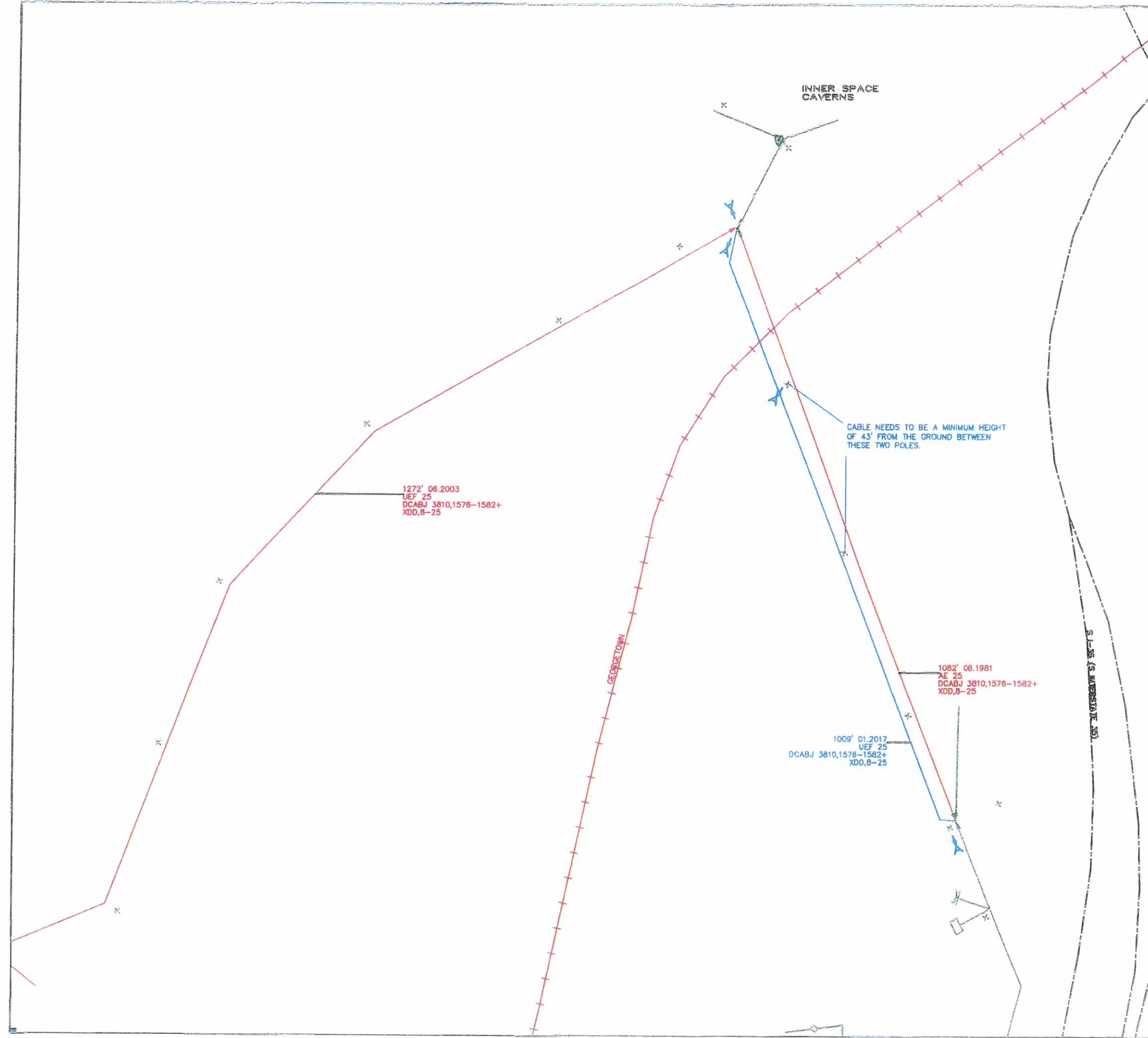
Exchange: Georgetown
 70403-GRTWTXXA

Project Name: Southwest Bypass
 U Number

MATERIALS	UNITS	QTY	PER FOOT	TOTALS	REMARKS
ALS25x24	Feet	1200	0.443	\$ 531.60	

LABOR	UNITS	QTY	HOURLY RATE	TOTALS	REMARKS
Engineering Labor	Hours	60	65	\$ 3,900.00	
Splicing Labor	Hours	24	55	\$ 1,320.00	
Contractor				\$ 17,420.64	
Contractor's Breakdown					
Place Strand		1200	\$ 0.95210	\$ 1,142.52	
Place Aerial Cable		1200	\$ 1.67901	\$ 2,014.81	
Place Anchors/Guys		4	\$ 340.98500	\$ 1,363.94	
Remove Anchors/Guys		4	\$ 179.65500	\$ 718.62	
Remove Strand		1200	\$ 1.68397	\$ 2,020.76	
Remove Aerial Cable		1200	\$ 2.39850	\$ 2,878.20	
Trimming of ROW	Low Bid			\$ 7,281.79	Docuemnts will be provided at time of billing

TOTAL ESTIMATED COST FOR CUSTOMER	\$ 23,172.24
--	---------------------



LEGEND

- Proposed
- Remaining
- Removed

frontier
Communications

SW BYPASS EXTENSION

PROJECT NUMBER: 5209120	C.O. AREA: ORTW
DRAWN DATE: 03-24-17	EXCH CODE: 20403
SCALE: 1"=100'	TAX DISTRICT: DWG 1 OF 1
TWNSHIP: RNC	SEC:

DESIGNED BY: STEVE WOLFE
CHECKED BY: WILLIAMSON
FILE: 512-253-2245

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 7/24/2017

Estimated Completion Date: 9/24/2017

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest Joint Occupancy Use Agreement Easements

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Attachment F
Joint Use Agreement

See following page.

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY- Southwest Bypass (IH 35 through Barnes Tract Ph. 1 – Frontier Communication (Verizon))

THE STATE OF TEXAS }
COUNTY OF WILLIAMSON }

County: Williamson
Road Location: IH35 though Barnes Tract Ph 1

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

WHEREAS, Frontier Communication (Verizon), hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 22 day of May, 2017, or on location sketches attached hereto except as provided below;

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

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

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

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

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

Owner: Frontier Communications (Verizon)

Utility Name

By *Kerri Mauley*

Authorized Signature

Title: *Manager*

Date: 5/22/2017

Williamson County

By _____

Authorized Signature

Title: _____

Date: _____

Received

JUL 06 2017



HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: 07/06/2017
CobbFendley Job: 1703-011-01
Re: Southwest Bypass

Frontier's Utility Agreement

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints

☒ Originals

☐ Other

QUANTITY	DESCRIPTION
5	Frontier's - Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval

☐ For Your Use

☐ As Requested

☐ For Review & Comment

Mr. Church:

Please see the attached Frontier's Utility Agreement Package for the above project. We have reviewed and approved Frontier's Utility Agreement Package in the amount of \$23,172.24.

If you have any questions, please let me know.

Thank you,

Received

JUL 06 2017

Copy To File

Received By: _____
Date & Time: _____

SIGNED

HNTB Corporation
Round Rock
Melissa Horn MCA
Melissa Horn, Principal

Commissioners Court - Regular Session**31.****Meeting Date:** 07/18/2017

Forest North Drainage Phase 2 K Friese Supplemental No 3 to PSA

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a Supplemental No. 3 to the Professional Service Agreement (PSA) for Forest North Drainage Phase 2 between Williamson County and K Friese & Associates, Inc. relating to the 2013 Road Bond Program.

Background

Adds a new rate category EIT @ \$85.00 needed to complete the project. No other changes to contract.

Fiscal Impact

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

Attachments

ForestNPh2-KFriese-Supp3PSA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 11:52 AM

Started On: 07/13/2017 11:35 AM

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: 
Signature

Thomas M. Owens, PE
Printed Name

Executive Vice President
Title

5 JUL 17
Date


COUNTY:

By: _____
Signature

Printed Name

Title

Date

 07/13/2017

Forest North Drainage Improvements
Exhibit II
Hourly Rates
Fee Schedule

K Friese & Associates, Inc.		
	Classifications	Billing Rate/Hour
1	Principal	\$185.00
2	Project Manager	\$182.00
3	Senior Engineer	\$125.00
4	Junior Engineer	\$90.00
5	EIT	\$85.00
6	CADD Technician	\$81.00
7	Admin / Clerical	\$75.00

new

Commissioners Court - Regular Session**32.****Meeting Date:** 07/18/2017

CR 101 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 Travis Lee Betak for right of way needed on CR 101 (Parcel 7).

Background

Fiscal Impact

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

Attachments[Betak Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:12 AM

REAL ESTATE CONTRACT

CR 101 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by TRAVIS LEE BETAK (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 0.253 acres (11,022 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A", and any improvements on the Property, and any damage to the remaining property of Seller shall be the sum of THIRTEEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$13,500.00).

2.01.1. As Additional Compensation for the reconfiguration of the On-Site Sewage Facility impacted by the acquisition of the Property, Seller shall pay the sum of THREE THOUSAND FIVE HUNDRED and 00/100 Dollars (\$3,500.00)

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before August 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

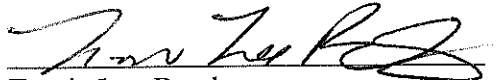
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

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

[signature page follows]

SELLER:


Travis Lee Betak

Address: 6601 County Rd. K1
Taylor, TX 76574

Date: 7-8-2017

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: 7
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 7

METES & BOUNDS DESCRIPTION FOR A 0.253 ACRE (11,022 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.265 ACRE TRACT OF LAND AS CONVEYED TO TRAVIS LEE BETACK BY GIFT DEED RECORDED IN DOCUMENT NUMBER 2011041723 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.253 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod found at the southeast corner of the above described Betack tract at inside corner of the remaining portion of a called 74.3682 acre tract as conveyed to Fuessel Holdings LLC by special warranty deed as recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found at the northeast corner of said Betack tract bears N 22°40'12" W, a distance of 152.14 feet; Thence with the south line of said Betack tract, S 68°32'12" W, a distance of 285.47 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set (NAD-83, Central Zone Grid Coordinates: N 10,178,487.69, E 3,192,586.51) for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 30+27.18;

THENCE, continuing with the south line of said Betack tract, S 68°32'12" W, a distance of 72.18 feet to a calculated point on the occupied east right-of-way line County Road 101 (width varies), for the southwest corner of the herein described tract;

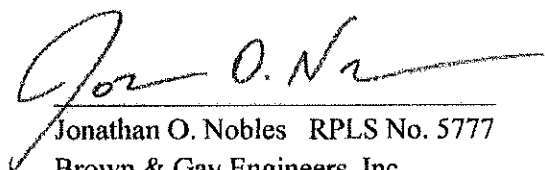
THENCE, with the occupied east right-of-way line of said County Road 101, N 22°18'33" W, a distance of 152.13 feet to a calculated point on the north line of said Betack tract, for the northwest corner of the herein described tract;

THENCE, with the north line of said Betack tract, N 68°32'12" E, a distance of 72.74 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 31+79.30, from which a 1/2-inch iron rod found at the northeast corner of said Betack tract bears N 68°32'12" E, a distance of 283.95 feet;

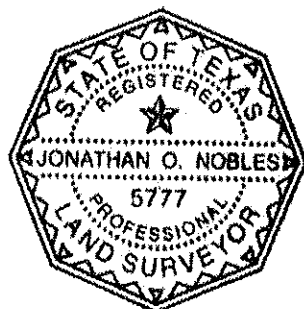
THENCE, departing the north line of said Betak tract and over and across said Betak tract, **S 22°05'55" E**, a distance of **152.12** feet to the **POINT OF BEGINNING** and containing 0.253 acres (11,022 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



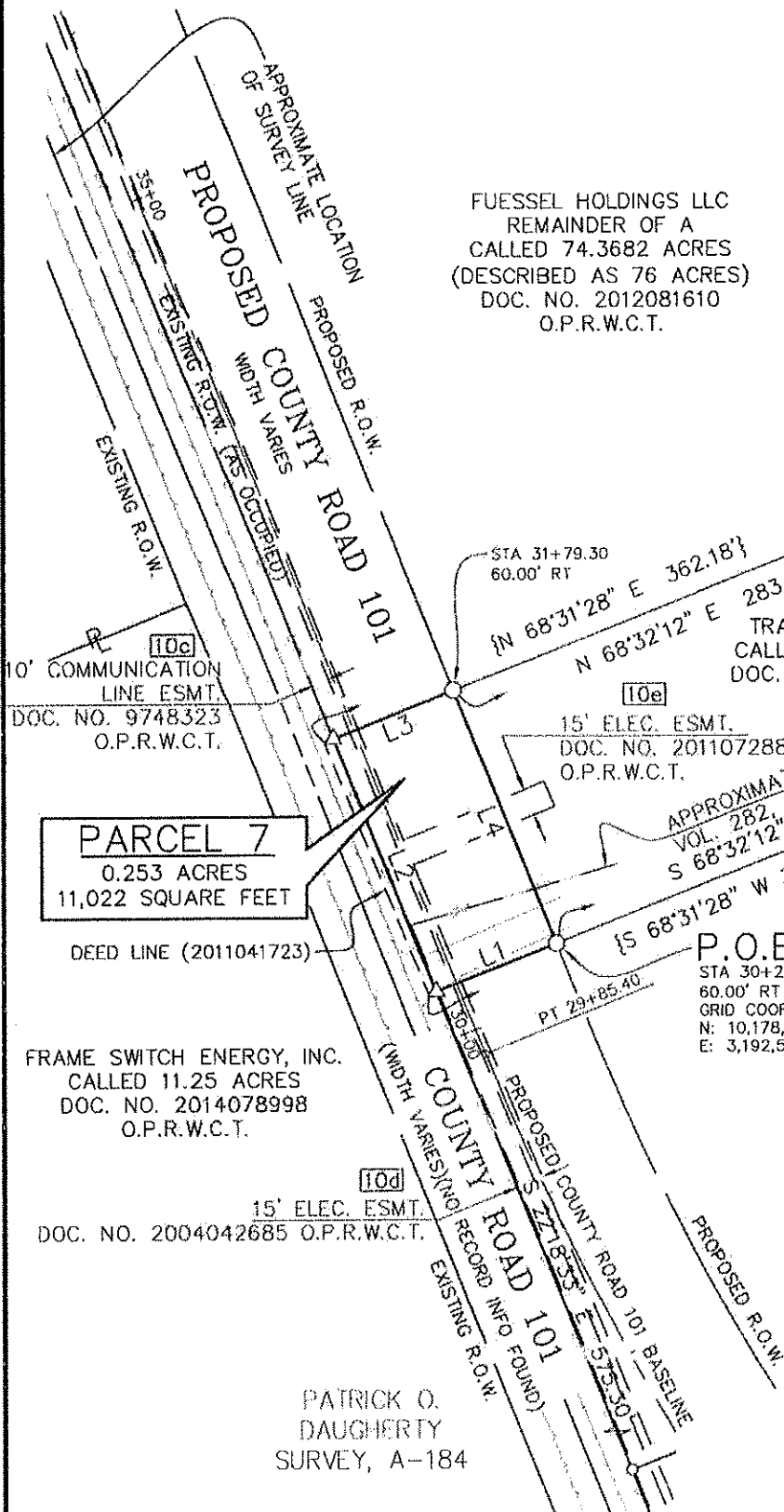
9/1/2016
Date

Client: Williamson County
Date: August 31, 2016
Job No: 2792-02

JAMES C. EAVES SURVEY, A-213

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°32'12" W	72.18'
L2	N 22°18'33" W	152.13'
L3	N 68°32'12" E	72.74'
L4	S 22°05'55" E	152.12'

FUESSEL HOLDINGS LLC
REMAINDER OF A
CALLED 74.3682 ACRES
(DESCRIBED AS 76 ACRES)
DOC. NO. 2012081610
O.P.R.W.C.T.



JAMES C. EAVES
SURVEY, A-213

P.O.R.
W/ ORANGE CAP

P.O.B.
STA 30+27.18
60.00' RT
GRID COORDINATES:
N: 10,178,487.69,
E: 3,192,586.51

FUESSEL HOLDINGS LLC
REMAINDER OF A
CALLED 74.3682 ACRES
(DESCRIBED AS 76 ACRES)
DOC. NO. 2012081610
O.P.R.W.C.T.



Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10108502

Copyright 2014

PARCEL PLAT
SHOWING PARCEL 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY








Scale: 1"=100'	Job No.: 2792-02	Date: 08/31/2016	Page: 3 of 4
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RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622148-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

- 10c. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10d. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2011072888, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE 2012-19, RECORDED IN DOCUMENT NO. 2012057357, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

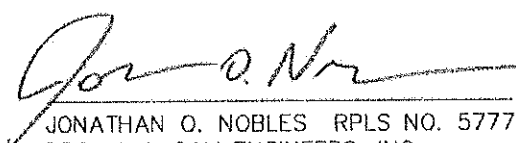
LEGEND

D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
	LINE BREAK
	PROPERTY LINE
{ }	RECORD INFORMATION FROM DOC. NO. 2011041723
	FOUND 1/2" IRON ROD W/CAP
	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
	CALCULATED POINT
	OVERHEAD POWER
	EDGE OF ASPHALT

GENERAL NOTES:

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
- A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.




JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400



Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10108502

Copyright 2016

PARCEL PLAT
SHOWING PARCEL 7
0.253 ACRE (11,022 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	4 of 4

EXHIBIT "B"

Parcel 7

DEED

County Road 101 Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That TRAVIS LEE BETAK and JENNIFER L. BETAK, 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 0.253 acre (11,022 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 7)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 101.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

Travis Lee Betak

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Travis Lee Betak in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Jennifer L. Betak

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Jennifer L. Betak in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**33.****Meeting Date:** 07/18/2017

CR 110 Middle- Interlocal Agreement

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement with Jonah Special Utility District Regarding Relocation of Water System Improvements (CR 110 Middle).

Background

Fiscal Impact

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

AttachmentsCR 110 Middle ILA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:13 AM

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 110 MIDDLE PROJECT)**

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Jonah Special Utility District (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of improving the Middle portion of CR 110 (the "County Project"); and

WHEREAS, some of the proposed CR 110 Middle roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

WHEREAS, the parties have determined that, because of the re-alignment of CR 110 Middle, additional easements and the relocation of District waterlines (the "Waterlines") are necessary; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate portions of the Waterlines into new right-of-way in areas of conflict in lieu of obtaining new easements for the Waterlines; and

WHEREAS, Jonah desires to cooperate with the County to facilitate the construction of the roadway improvements and simplify relocation of the Waterlines by replacing the Waterlines with a single 16-in waterline (the "16" Waterline"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's water system improvements in certain segments of the County Project into the new CR 110 Middle right-of-way.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
STATEMENT OF INTENT**

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of District waterline improvements caused by the County's re-alignment of the Middle portion of CR 110.

1.02 Relocation of Waterlines and Provision of Easement Rights. The County will, at its own expense, relocate the Waterlines to construct the 16" Waterline as described in the construction plans (the "Project Plans") and the specifications associated with the Project Plans (the "Project") and convey a water line easement to Jonah in a form mutually agreeable to the parties that contains provisions regarding the following:

(a) grants Jonah an exclusive right to at least a 15-foot wide designated portion of the right-of-way for its water line and an additional 15-wide construction easement to be used in the event repairs to the water line are required;

(b) provides Jonah the right to make any repairs or improvements to its water line with no obligation to repair the overlying roadway improvements, including but not limited to sidewalks and driveways; and

(c) requires the County (or the City, in the future) to relocate Jonah's facilities if necessary in the future and acquire and provide any future easements or the same right-of-way rights in favor of Jonah at the County's sole expense.

The Project Plans are those plans prepared by Coyote Consulting, LLC, dated May 1, 2017 and entitled 2016 C.R. 110 Middle; Utility Relocation, which are incorporated herein by reference, and generally include the following:

(i) From CR 109 (Limmer Loop) north along CR 110, District has an existing 4" waterline (to be abandoned in place) on the west side and a 12" waterline (to be abandoned in place) on the east side of the road up until University Blvd., both in private easement and to be abandoned in place in exchange for a 16" waterline to be installed in the right-of-way with easement rights pursuant to this Agreement;

(ii) From University Blvd. north to CR 107, District has an existing 4" waterline (to be abandoned in place) on the west side and a 16" waterline (to remain in service) and a 12" waterline (to be abandoned in place) on the east side, all in private easements, and the 4" and 12" waterlines are to be abandoned in place and replaced with a single 12" waterline that is to be installed on the west side of CR 110 in right-of-way with easement rights pursuant to this Agreement; and

(iii) From CR 107 North to the limits of the CR 110 Middle project, District has an existing 12" waterline (to be abandoned in place) on the west side and an existing 16" waterline (to remain in service) on the east side of CR 110, and the existing 12" waterline is to be abandoned in place and replaced with a 12" waterline that is to be

installed on the west side of CR 110 in right-of-way with easement rights pursuant to this Agreement.

(iv) To the extent the Project Plans conflict with the general description set forth above, the Project Plans control.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

2.02 Construction Plans. The County shall submit the Project Plans and specifications related to relocation of the Waterline, and any changes or modifications thereto, to the District for review and approval prior to commencing construction.

2.03 Inspection. The District may inspect the Project Plans and the physical improvements relocated Waterline during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District.

2.04 Future Relocations. Should the County or other entity require the relocation of the District water system improvements previously relocated by this Agreement, the County shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

2.05 Permits. The District shall be responsible for obtaining permits required for the construction of the Project.

2.06 Other Costs. The County shall reimburse the District for all costs that the District incurs for inspections, permitting, engineering and legal services and other services related to the Project within 30 days of receipt of an invoice for those costs.

2.07 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the District as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the Project in amounts satisfactory to the District. The County shall transfer any warranties for the Project to the District upon final completion and acceptance of the project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent

jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

4.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.08 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Jonah Water Special Utility District
4050 FM 1660
Hutto, Texas 78634
Attn: General Manager
Telephone: (512) 759-2983

COUNTY:

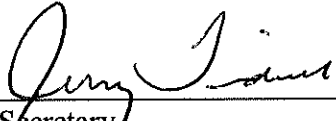
Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

4.09 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.10 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

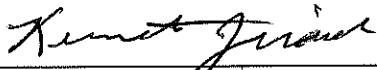
(SIGNATURES ON FOLLOWING PAGE)

ATTEST:



Secretary

**JONAH WATER SPECIAL UTILITY
DISTRICT:**

By: 

Printed Name: Kenneth Jirasek
Title: President

Date: July 6, 2017

ATTEST:

County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: Dan A. Gattis
Title: County Judge

Date: _____

Commissioners Court - Regular Session**34.****Meeting Date:** 07/18/2017

Resolution for AFA

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 TXDOT Resolution for a Local Project Advance Funding Agreement for the SH 29 CR 200 Intersection Improvements.

Background

Fiscal Impact

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

Attachments

[Recolotion for AFA- SH 29 CR 200](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:16 AM

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of July 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, A Local Transportation Project Advance Funding Agreement with TXDOT for the design and construction of intersection improvements to add turn lanes and improve sight distance at SH 29 and CR 200/LP 332 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2017.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**35.****Meeting Date:** 07/18/2017

LPAFA- SH 29 CR 200 Intersection Improvements

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 Local Project Advance Funding Agreement with TXDOT for SH 29 CR 200 Intersection Improvements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTXDOT AFA- SH 29 CR 200

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:18 AM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
On-System Highway Improvement Project**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the County of Williamson, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114335 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as the design and construction of intersection improvements to add turn lanes and improve sight distance at SH 29 and CR 200/LP 332 in Williamson County.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local

Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total

expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge County of Williamson 710 Main Street, #201 Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection

and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0151-03-041
District #14-AUS
Code Chart 64 #50246
Project: SH 29 CR 200 Intersection Improvements
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ #0151-03-041
District #14-AUS
Code Chart 64 #50246
Project: SH 29 CR 200 Intersection Improvements
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ #0151-03-041
District #14-AUS
Code Chart 64 #50246
Project: SH 29 CR 200 Intersection Improvements
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development



ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on Local Government funding and a fixed amount of \$500,000 for State Participation towards construction and 100% of the State's direct costs. The Local Government will be responsible for 100% of the project overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$241,500	0%	\$0	0%	\$0	100%	\$241,500
Construction (by Local Government)	\$913,000	0%	\$0	54.78%	\$500,000	45.24%	\$413,000
Environmental (by Local Government)	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way (by Local Government)	\$180,000	0%	\$0	0%	\$0	100%	\$180,000
Utilities (by Local Government)	\$0	0%	\$0	0%	\$0	0%	\$0
Subtotal	\$1,334,500		\$0		\$500,000		\$834,500
Environmental Direct State Costs	\$9,152	0%	\$0	100%	\$9,152	0%	\$0
Right of Way Direct State Costs	\$2,288	0%	\$0	100%	\$2,288	0%	\$0
Engineering Direct State Costs	\$13,728	0%	\$0	100%	\$13,728	0%	\$0
Utility Direct State Costs	\$2,288	0%	\$0	100%	\$2,288	0%	\$0
Construction Direct State Costs	\$64,065	0%	\$0	100%	\$64,065	0%	\$0
Indirect State Costs (5.27%)	\$70,328	0%	\$0	100%	\$70,328	0%	\$0
TOTAL	\$1,496,349		\$0		\$661,849		\$834,500

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0. This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**36.****Meeting Date:** 07/18/2017

TXDOT Resolution for AFA

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 TXDOT Resolution for a Local Project Advance Funding Agreement for the RM 2243 CR 176 Left Turn Lane.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution AFA- RM 2243 CR 176 Turn Lane

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:20 AM

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of July 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, A Local Transportation Project Advance Funding Agreement with TXDOT for the addition of a left turn lane on RM 2243 east of CR 176 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2017.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**37.****Meeting Date:** 07/18/2017

TXDOT AFA RM 2243 CR 176 Left Turn Lane

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 Local Transportation Project Advance Funding Agreement with TXDOT for RM 2243 CR 176 Left Turn Lane.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TXDOT AFA- RM 2243 CR 176 Turn lane

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 09:22 AM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For An
On-System Locally Funded Project**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the County of Williamson, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114670 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as the addition of a left turn lane on RM 2243 east of CR 176 in Williamson County, Texas.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent

(100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain

proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge County of Williamson 710 Main Street, #201 Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #2103-01-033
District #14 AUS
Code Chart 64 #50246
Project: RM 2243 CR 176 L Turn Ln
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of July 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, A Local Transportation Project Advance Funding Agreement with TXDOT for the addition of a left turn lane on RM 2243 east of CR 176 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2017.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

ATTACHMENT B

PROJECT LOCATION MAP



ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding and State funding for the direct and indirect costs. The Local Government will then be responsible for 100% of the project costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$60,000	0%	\$0	0%	\$0	100%	\$60,000
Right of Way (by Local Government)	\$0	0%	\$0	0%	\$0	100%	\$0
Environmental (by Local Government)	\$55,000	0%	\$0	0%	\$0	100%	\$55,000
Utilities (by Local Government)	\$0	0%	\$0	0%	\$0	100%	\$0
Construction (by Local Government)	\$400,000	0%	\$0	0%	\$0	100%	\$400,000
Subtotal	\$515,000		\$0		\$0		\$515,000
Environmental Direct State Costs	\$	0%	\$0	100%	\$3,287	0%	\$0
Right of Way Direct State Costs	\$	0%	\$0	100%	\$821	0%	\$0
Engineering Direct State Costs	\$	0%	\$0	100%	\$4,928	0%	\$0
Utility Direct State Costs	\$	0%	\$0	100%	\$821	0%	\$0
Construction Direct State Costs	\$	0%	\$0	100%	\$23,000	0%	\$0
Indirect State Costs (5.27%)	\$	0%	\$0	100%	\$27,141	0%	\$0
TOTAL	\$574,998		\$0		\$59,998		\$515,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0. This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**38.****Meeting Date:** 07/18/2017

TXDOT Resolution for AFA

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 TXDOT Resolution for a Local Project Advance Funding Agreement for the US 183 CR 259 Turn Lanes & Crossover.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution AFA- US 183 CR 259 Turn Lanes

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:17 AM

Started On: 07/13/2017 09:25 AM

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of July 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, A Local Transportation Project Advance Funding Agreement with TXDOT for the design and construction of westbound and eastbound turn lanes and crossover at the intersection of CR 259 and US 183 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2017.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session**39.****Meeting Date:** 07/18/2017

TXDOT AFA US 183 CR 259 Turn lanes

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 Local Project Advance Funding Agreement with TXDOT for US 183 CR 259 Turn Lanes and Crossover.

Background

Fiscal Impact

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

Attachments[TXDOT AFA- US 183 CR 259](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:17 AM

Started On: 07/13/2017 09:26 AM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

For A

Locally Funded On-System Highway Improvement Project

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the County of Williamson, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114670 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as the design and construction of westbound and eastbound turn lanes and crossover at the intersection of CR 259 and US 183 in Williamson County.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including

federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain

proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge County of Williamson 710 Main Street, #201 Georgetown, Texas 78626	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

 - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
 - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C.** The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D.** The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address

http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ #0151-04-070
District #14-AUS
Code Chart 64 #50246
Project: US 183 CR 259 Turn Lanes & Crossover
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

STATE OF TEXAS

**THE COMMISSIONERS COURT
OF**

COUNTY OF WILLIAMSON

WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 18th day of July 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, A Local Transportation Project Advance Funding Agreement with TXDOT for the design and construction of westbound and eastbound turn lanes and crossover at the intersection of CR 259 and US 183 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ____ day of _____, 2017.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

CSJ #0151-04-070
District #14-AUS
Code Chart 64 #50246
Project: US 183 CR 259 Turn Lanes & Crossover
Federal Highway Administration
CFDA Title: Highway Planning & Construction
CFDA No.: 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP

CSJ #0151-04-070

District #14-AUS

Code Chart 64 #50246

Project: US 183 CR 259 Turn Lanes & Crossover

Federal Highway Administration

CFDA Title: Highway Planning & Construction

CFDA No.: 20.205

Not Research and Development



- Proposed Pavement
- Pavement Removal
- By Others
- Back of Curb
- Existing Edge of Pavement
- Proposed Edge of Pavement
- Gutter
- Proposed ROW (Other Project)

0 112.5 225 450



HNTB

Seward Junction
Southwest Crossover
From North of US 183 at CR 259
to Mourning Dove Lane

Exhibit 1

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Costs will be allocated based on 100% Local Government funding and State funding for the direct and indirect costs. The Local Government will then be responsible for 100% of the project costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$90,000	0%	\$0	0%	\$0	100%	\$90,000
Construction (by Local Government)	\$850,000	0%	\$0	0%	\$0	100%	\$850,000
Environmental (by Local Government)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Utilities (by Local Government)	\$85,000	0%	\$0	0%	\$0	100%	\$85,000
Subtotal	\$1,030,000	0%	\$0	0%	\$0	100%	\$1,030,000
Environmental Direct State Costs	\$6,571	0%	\$0	100%	\$6,571	0%	\$0
Right of Way Direct State Costs	\$1,643	0%	\$0	100%	\$1,643	0%	\$0
Engineering Direct State Costs	\$9,857	0%	\$0	100%	\$9,857	0%	\$0
Utility Direct State Costs	\$1,643	0%	\$0	100%	\$1,643	0%	\$0
Construction Direct State Costs	\$46,000	0%	\$0	100%	\$46,000	0%	\$0
Indirect State Costs	\$54,281	0%	\$0	100%	\$54,281	0%	\$0
TOTAL	\$1,149,995		\$0		\$119,995		\$1,030,000

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0. This is an estimate. The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session**40.****Meeting Date:** 07/18/2017

Termination of Agreement

Submitted For: Larry Madsen**Submitted By:** Julia Cooper, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to terminate the Inter-local Agreement for use of Parks maintenance equipment between the City of Hutto and Williamson County.

Background

The original Inter-local agreement was approved via Resolution #2006-20R by Commissioners Court on May 9, 2006. The City of Hutto no longer needs the trailer and requested termination of agreement in February, 2017.

Fiscal Impact

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

Attachments[City of Hutto Letter](#)[Original Agenda](#)[Original Agreement](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 07/05/2017

Reviewed By

Rebecca Clemons

Date

07/05/2017 03:07 PM

Started On: 06/30/2017 10:36 AM



Mayor
Doug Gaul

Mayor Pro-tem
Michael J. Smith

Council Members
Anne Cano, Place 1
Tom Hines, Place 2
Nate Killough, Place 3
Lucio Valdez, Place 5
Bettina Jordan, Place 6

City Manager
Odis Jones

February 15, 2017

Williamson County
County Commissioner Pct#4
Larry Madsen
350 Exchange Blvd., Ste. 100
Hutto, Texas

Dear Commissioner Madsen,

The City of Hutto would like to terminate the Interlocal Agreement for use of parks maintenance equipment between the City and Williamson County, that was approved by the Hutto City Council on April 3, 2006, and return the cargo trailer that the County has generously allowed the City to use.

As you know, the City has grown tremendously over the last 10 years and acquired the necessary equipment for our operations and this trailer is no longer needed. Our relationship with Williamson County has been and continues to be a positive working relationship and by no means should the termination of this Interlocal Agreement be interpreted in a negative manner.

The City of Hutto is extremely grateful to Williamson County for providing this equipment in a time of need.

Sincerely,

A handwritten signature in black ink, appearing to read 'Odis Jones', with a long, sweeping horizontal line extending to the right.

Odis Jones
City Manager
City of Hutto
512 759-4030
Odis.Jones@HuttoTx.gov

AGENDA

REGULAR SESSION

May 09, 2006

05/09/2006 AGENDA

JIM DILLON ADDRESSED THE COURT

APPROVE 5/2/06 MINUTES

APPROVE PAYMENT OF BILLS/CONFLICT OF INTEREST

NOTE OFF ROW WORK ON CALDWELL DRIVE

APPROVE LIT FOR COUNTY COURT AT LAW #4

APPROVE LIT FOR COUNTY COURT AT LAW #4

APPROVE LIT FOR URS

APPROVE LIT FOR URS

APPROVE LIT FOR JAIL

APPROVE LIT FOR JAIL

APPROVE LIT FOR COUNTY CLERK

APPROVE LIT FOR COUNTY CLERK

APPROVE LIT FOR TREASURER

APPROVE LIT FOR TREASURER

APPROVE JP #4 MONTHLY COLLECTIONS REPORT

APPROVE JP #4 MONTHLY COLLECTIONS REPORT

AUTH TRANSFER OF EQUIP VARIOUS DEPTS TO JAIL/AUCTION

AUTH TRANSFER OF EQUIP VARIOUS DEPTS TO JAIL/AUCTION

AUTH TRANSFER OF EQUIP VARIOUS DEPTS TO JAIL/AUCTION

AUTH TRANSFER OF EQUIP VARIOUS DEPTS TO JAIL/AUCTION

MIKE WEAVER ON ROAD BONDS

APPROVE PRELIM PLAT OF SANTA RITA RANCH

AUTH CO JUDGE FINANCIAL COMMITMENT IH35/SH45

APPR SUBCONTRACTORS FOR COURTHOUSE RESTORATION

APPR PROF SVCS AGRMT BORADDUS & ASSOC COURTHOUSE

APPROVE DISC GOLF FEE FOR REGIONAL PARK

JIM RODGERS ON PARKS & TRAILS

PH FOR CREATION WCID #3

ORDER FOR CREATION WCID #3

APPROVE RESOLUTION HUTTO REGIONAL SOCCER COMPLEX

APPR RESOLUTION HUTTO FOR USE OF PARKS MAINTENANCE EQUIP

APPR RESOLUTION HUTTO FOR USE OF PARKS MAINTENANCE EQUIP

APPR RESOLUTION HUTTO FOR USE OF PARKS MAINTENANCE EQUIP

APPROVE RESOLUTION HUTTO REGIONAL SOCCER COMPLEX

SET DATE FOR BIDS ON RAG PARK MAINTENANCE FACILITY
APPR PARAMEDICS FROM GTWN HOSPITAL TO EMS
APPR PARAMEDICS FROM GTWN HOSPITAL TO EMS
APPR PARAMEDICS FROM GTWN HOSPITAL TO EMS
APPR EMERGENCY BUDGET AMENDMENT PARK DONATIONS
EMERGENCY BUDGET AMENDMENT PARKS DEPARTMENT
APPR EMERGENCY BUDGET AMENDMENT URS
EXEC SESSION DISCUSS REAL ESTATE
EXEC SESS DISCUSS MOTOROLA AGRMT
AMEND ZONING APP FOR DEEPWOOD ANNEX IN ROUND ROCK
NO COMMENTS FROM COMMISSIONERS

AGENDA ITEM 22

Consider approving Resolution #2006-20R to authorize the execution of the inter-local agreement with the City of Hutto for the use of parks maintenance equipment.

Mike Hemker addressed the Court.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Birkman**

Motion: To approve Resolution #2006-20R to authorize the execution of the inter-local agreement with the City of Hutto for the use of parks maintenance equipment.

Vote: 4 - 0

< Attachment >



City of Hutto
County of Williamson, State of Texas

RESOLUTION NO. 2006-20R

WHEREAS, Williamson County has approached the City of Hutto about allowing the use of a trailer and parks equipment; and


WHEREAS, the equipment is of a residential quality and craftsmanship and is to be used primarily by Community Service workers; and

WHEREAS, the Hutto Parks and Recreation Department will be responsible for the maintenance and operations of the equipment and trailer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS:

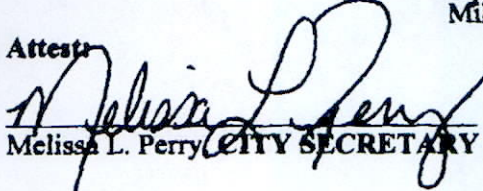
That the City Council of the City of Hutto hereby authorizes the execution of the interlocal agreement between the City of Hutto and Williamson County for the use of parks maintenance equipment.

CONSIDERED and RESOLVED on this the 3rd day of April, 2006.



Mike Ackerman, MAYOR

Attest:



Melissa L. Perry, CITY SECRETARY

SEAL

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into effect this the _____ day of _____, 2006, by and between **WILLIAMSON COUNTY** (the "County") and **THE CITY OF HUTTO, TEXAS** (The "City"), political subdivisions of the State of Texas.

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 the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the parks and green belt areas of the City are provided for the use and enjoyment of the Hutto Community and Williamson County; and

WHEREAS, the County and the City desire to participate in the on-going improvements and maintenance of the Hutto parks and green belt areas of the City; and

WHEREAS, there is Equipment ("the Equipment" outlined in Exhibit A, attached hereto and made a part hereof) necessary for this on-going project of continued improvements and maintenance that can be provided by Williamson County to the City of Hutto for this use; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements here contained, the undersigned parties agree as follows:

I.

FINDINGS

1. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County

have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

2. Project. The City and the County desire to work together in the on-going improvements and maintenance of the parks and green belt areas by use of the Equipment.

II.

Party Responsibilities

1. Equipment Maintenance. The City shall be responsible for all costs related to the repair, maintenance or replacement of the Equipment, as defined herein, and the Equipment shall remain under the supervision of the Parks and Recreation Department.
2. Funding. The County shall not be obligated to provide any additional consideration other than the permission to acquire for use of the Equipment. Any additional cost incurred for the maintenance, repair or replacement of the Equipment will be the City's obligation for payment.

III.

Term of Agreement

1. Term of Agreement. The term of this Agreement shall begin as of the date the last party signs this Agreement, and extend for seven (7) years. If neither Party objects, this Agreement can be extended for an additional seven (7) year term.

IV.

General and Miscellaneous

1. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the City and the County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between Parties.

2. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties. The County shall not be obligated to fund any additional monies and is only providing the use of the Equipment.

3. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in the equity to either of the Parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both the City and the County, and authorized by their respective governing bodies.

5. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of the 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 their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

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

7. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested to this Agreement by their officers thereunto duly authorized.

WILLIAMSON COUNTY

By: John C. Doerfler 5-9-06
JOHN DOERFLER, **County Judge**
Williamson County, Texas

CITY OF HUTTO

By: [Signature]
MIKE ACKERMAN, **Mayor**
Hutto, Texas

EXHIBIT "A" ~ "THE EQUIPMENT"

<u>Quantity</u>	<u>Item Name/Description</u>	<u>Model# &/or Serial #</u>
1	Wells Cargo 12' Enclosed Trailer	#11WEC12273W271724
3	Craftsman 22" Push Mowers	Model #917.387360 Serial #100803M 145852 Serial #100803M 145856 Serial #091703M 136404
3	Craftsman 17" Weed-eaters 23cc	Model #358.795521 Serial #03195N500891 Serial #03311N701179 Serial #03311N701177
1	Hudson Supreme Back-Pak Sprayer	Model # 63184
2	Hand Axes	
2	Grub Hoes	
6	Garden Hoes	
1	Garden Rake	

Commissioners Court - Regular Session**41.****Meeting Date:** 07/18/2017

2017.2018 holidays

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 approving County holidays for FY17.18.

Background

The total number of holidays the County would be closed is 12. This is the same amount that was approved for FY16.17.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[holidays](#)

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 06/22/2017

Reviewed By

Wendy Coco

Date

06/22/2017 09:50 AM

Started On: 06/22/2017 09:43 AM

The proposed holiday schedule for paid holidays for the 2017/2018 budget year is as follows:

Veterans Day	Friday	November 10, 2017
Thanksgiving Holiday	Thursday Friday	November 23, 2017 November 24, 2017
Christmas Holiday	Monday Tuesday	December 25, 2017 December 26, 2017
New Year's Holiday	Monday	January 1, 2018
Martin Luther King Day	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Good Friday	Friday	March 30, 2018
Memorial Day	Monday	May 28, 2018
Independence Holiday	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

Commissioners Court - Regular Session**42.****Meeting Date:** 07/18/2017

Co Surveyor

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 ordering a special election on November 7, 2017 for the purpose of allowing for voting "for or against the proposition: Abolishing the Office of County Surveyor for this county." (NOTE: Under the Texas Constitution, Article 16, Section 44(c): The Commissioners Court of a county may call an election to abolish the Office of County Surveyor in the county. Such type of said special election approved to be called would be included as a proposition within the General Election Ballot and need not be separated in date or ballot.).

Background

The County Surveyor was originally appointed by Congress under the [Republic of Texas](#), but the [Constitution of 1845](#) made the office elective for a two-year term, and each succeeding constitution has had a similar provision. In 1954 the term of office was increased to four years by constitutional amendment. Duties of a County Surveyor included surveying open lands for the county and recording and examining field notes of surveys made in the county. With the disappearance of open land in Texas counties (most all real property in the county has been surveyed and transferred from the sovereignty to private owners), the importance of the office has decreased and in many counties the office has remained vacant. An independent surveyor can be contracted to fulfill the functions of the office if it is ever necessary.

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: Hal Hawes

Final Approval Date: 07/05/2017

Reviewed By

Rebecca Clemons

Date

07/05/2017 03:58 PM

Started On: 07/05/2017 03:15 PM

Commissioners Court - Regular Session**43.****Meeting Date:** 07/18/2017

Boatright Sublease

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 approving the existing lessee's, Greg Boatright, sublease of the Residential Leased Premises located at 9769 HWY 29 W, Georgetown, Texas, 78628, to Brenda Damer, as sublessee.

Background

Paragraph 12 of the Residential Lease Agreement requires the Commissioner Court's approval of any sublease of the premises. Under the Sublease Agreement between Greg Boatright, as sublessor, and Brenda Damer, as sublessee, Greg Boatright will remain liable to the county and he must ensure that all terms and conditions of the Residential Lease Agreement are performed and complied with during the sublease. In other words, Greg Boatright will continue to be obligated to pay the rent to the county whether or not the sublessee pays him for the sublease and the county will look only to Greg Boatright in the event of a breach of any of the lease terms by the sublessee. Greg Boatright will also be required to comply with the insurance requirements of the lease.

The lease is currently in the second of four allowable annual extensions. This second extension term commenced on July 1, 2017 and continues until June 30, 2018, unless terminated earlier pursuant to the terms of the lease.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsSublease Agreement Boatright Hwy 29 House

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 11:43 AM

Started On: 07/13/2017 11:36 AM

SUBLEASE AGREEMENT

1. PARTIES. This Sublease is entered into as of the 18th day of July, 2017, by and between Greg Boatright ("Sublessor") and Brenda Damer ("Sublessee"), under the lease with a commencement date of July 1, 2015, entered into by Sublessor and Williamson County, a political subdivision of the State of Texas ("Landlord"). A copy of said Lease and any and all extensions and amendments are attached hereto, marked Exhibit A and are collectively referred to as the "Master Lease".
2. PROVISIONS CONSTITUTING SUBLEASE. This Sublease is subject to all of the terms and conditions of the Master Lease, except as specifically exempted herein and Sublessee shall assume and perform the obligations of Sublessor as Lessee in said Master Lease, to the extent said terms and condition are applicable to the premises subleased pursuant to this Sublease. Sublessee shall not commit or permit to be committed on the subleased premises any act or omission which shall violate a term or condition of the Master Lease. Notwithstanding the above, Sublessor as original Lessee shall continue to be solely responsible meeting the terms and conditions of the Master Lease, paying rental and other sums due under the Master Lease to Landlord and maintaining leased preises.
3. PREMISES. Sublessor leases to Sublessee and Sublessee leases from said Sublessor the following described premises: 9769 Hwy 29 W Georgetown, Williamson County, Texas 78628. ("the Premises").
4. TERM. The term of this Sublease shall be the same term as the remainder of the Master Lease, inclusive of any extensions provided for in the Master Lease.
5. RENT. Sublessee shall pay to Sublessor as rent for the Premises \$852.16 as base rental plus an additional \$389.07 for Sublessee's proportionate share of real property taxes. This amount is subject to change at the end of the current extension period on June 30, 2018, in the event that Sublessor, Sublessee and Landlord agree to renew. Rental shall be payable without notice or demand and without any deduction, offset, or abatement in lawful money of the United States of America to Sublessor at the address stated herein or to such other persons or at such other places as Sublessor may designate in writing. Rental shall be due on or before the 1st day of each calendar month.

Sublessor's Payment address:

Greg Boatright
P.O. Box 407
Liberty Hill, Tx 78642

6. LATE FEE. Sublessee shall submit Rental payments to Sublessor no later than the 1st calendar day of each month without notice or demand. Rental payments received after the 1st calendar day of each month shall incur an initial late fee charge of Fifty Dollars (\$50.00), plus additional late charges of Ten Dollars (\$10.00) per day until rent is paid in full. Time is of essence for the payment of rent.
7. UTILITIES. Sublessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor.
8. USE. The Premises shall be used and occupied exclusively as a private single family residence.
9. SUBLEASING. Sublessee shall not be permitted to sublease the Premises.
10. DEFAULT. If at any time during the Term, Sublessee's Rental payment is more than ten (10) days late, Sublessee shall be in default of this Sublease Agreement. Sublessor shall have the right to change Sublessee's locks until such default is remedied by submission of Rental payment, late fees, legal fees and any administration charges for default. If Sublessee's Rental payment is more than thirty (30) days late, Sublessee shall be in default of this Sublease Agreement and Sublessor shall have the right to terminate this Sublease Agreement, without refund of Sublessee's original security deposit or additional security deposit. If Sublessee is in violation of any portion of the Master Lease, at any time during the Term, Sublessee shall promptly remedy violation within three (3) days of written notice by Sublessor. If Sublessee does not remedy violation within three (3) days of written notice by Sublessor, Sublessee shall be found in default of this Sublease Agreement and Sublessor shall have the right to terminate this Sublease Agreement without refund of Sublessee's original security deposit or additional security deposit.
11. CERTIFICATES OF INSURANCE. Sublessee must submit its Certificate of Insurance to Sublessor prior to occupying the Premises. Sublessee shall list both Lessor and Sublessor as the Certificate Holder and the Certificate Holder must be listed as additional insured with a waiver of subrogation. Additionally, Sublessee shall maintain and provide its Certificate of Insurance throughout the Sublease.
12. MISCELLANEOUS. Sublessee agrees to accept the Premises on "as-is" basis and there is no obligation for Sublessor to make any improvement necessary for Sublessee's occupancy of the lease premises.

SUBLESSOR:

SUBLESSEE:

Greg Boatright

Brenda Damer

Landlord Consent. The undersigned, Williamson County, Lessor under the Master Lease in Exhibit A, hereby consents to the subletting of the Premises described herein on the terms and conditions contained in this Sublease. This consent shall apply only to this Sublease and shall not be deemed to be consent to any other Sublease.

LESSOR:

WILLIAMSON COUNTY

By:_____

Printed Name_____

Title:_____

Date Executed:_____

Commissioners Court - Regular Session**44.****Meeting Date:** 07/18/2017

SAVANS/VINE Renewal

Submitted By: Mary Sturgeon, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on FY2018 Texas Victim Information and Notification Everyday (VINE) Annual Maintenance Grant Contract

Background

Please see attached Renewal Notice

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

\\sheriff\CID\Victims Assistance\TX VINE Renewal 0717.pdf

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Mary Sturgeon

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 11:43 AM

Started On: 07/13/2017 11:27 AM

**Exhibit R-14 Maintenance Renewal
Automated Victim Notification Services
Williamson County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-14 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in Section 4 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2018.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Quarterly Maintenance Amount	No. of Months	Total Maintenance Amount Due
\$24,478.11	\$4,068.66	\$0.00	\$7,136.69	12	\$28,546.78

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" ¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.





R-14 Service Agreement Renewal Notice

DATE:	July 7th, 2017
CUSTOMER NAME:	Williamson County
LOCATION:	301 S.E. Inner Loop, Ste. 109 Georgetown TX 78626
PROJECT TYPE:	TX Statewide VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	12/29/2003
SERVICE AGREEMENT RENEWAL DATE:	09/01/2017
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	08/31/2018
PROJECT PRICING:	\$28,546.78 (Quarterly Amount \$7,136.69)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal. The data transmitted will be used for victim notification, and may be used in applications for law enforcement, government, security, risk management, and fraud detection purposes.

Contract Changes: This Service Renewal Notice includes a 3% increase in the annual maintenance for FY2018. The reimbursement process has not changed and the Office of Attorney General will continue to reimburse Appriss Safety on your behalf upon the completion of all appropriate documentation.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-14 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

July 7th 2017

Signature

Date

Joshua P. Bruner

President

CUSTOMER BY:

Signature

Date

Title

Name



Commissioners Court - Regular Session**45.****Meeting Date:** 07/18/2017

Air Quality CAPCOG

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 an Interlocal Agreement Between The Capital Area Council of Governments and Williamson County, Texas for Continuation and Support of the CAPCOG Regional Air Quality Program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsILA CAPCOG Air Quality Program FundingCAPCOG Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/12/2017 01:39 PM

**INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
WILLIAMSON COUNTY, TEXAS
FOR CONTINUATION AND SUPPORT OF THE CAPCOG REGIONAL AIR QUALITY
PROGRAM**

This Agreement is by and among Williamson County and the Capital Area Council of Governments (CAPCOG) (also referred to as the “Parties” or a “Party”).

RECITALS

Whereas, the Capital Area Council of Governments has operated an Air Quality Program to coordinate regional air quality planning and perform air quality technical research, especially focusing on ground-level ozone pollution.

Whereas, the program's planning efforts include coordinating development and implementation of voluntary regional air quality plans, providing technical assistance to organizations that participate in the air quality plans, administering regional pollution reduction grants and conducting air quality education and outreach to reduce emissions and exposure to air pollution. Technical research efforts include air quality monitoring, emissions inventory development, data analysis, modeling, and pollution control strategy evaluation.

Whereas, the program’s primary source of funding has been through grants from the Texas Commission on Environmental Quality (TCEQ), and that funding was vetoed by the Governor of Texas on June 12, 2017, for our region and for all near-nonattainment air quality areas of the state.

Whereas, the Ozone Advance Program Action Plan was intended to be implemented through December 31, 2018.

Whereas, the region depends upon CAPCOG’s air quality program and staff for emissions data, regulatory guidance and information on air quality.

Whereas, the region’s 2016 design value was 66 ppb and increasing – the 2017 design value is already 68 ppb halfway through the ozone season – leaving our residents and communities vulnerable to the conditions of poor air quality.

Whereas, Without CAPCOG air quality program, the region would be totally dependent on TCEQ/EPA on air quality issues.

This Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party’s monetary obligations, if any, are for the

performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes Williamson County to support the continuation of regional air quality monitoring and planning activities as provided by CAPCOG and as sufficient funding allows.

Section 2. CAPCOG's Responsibilities.

CAPCOG agrees to continue to perform near-nonattainment program duties to include program planning and management; monitoring & research activities; technical assistance & coordination, outreach/education, and core staff operations as guided by the Capital Area Clean Air Coalition and authorized by the CAPCOG Executive Committee, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

CAPCOG agrees to maintain fund accounting and financial systems for the Air Quality program so as to provide continued tracking of funds, whether grant or local contributions, and as required by law and policies of CAPCOG.

CAPCOG agrees to maintain data collection and required reporting for adequate closeout of the existing grant with the TCEQ, and will use these local funds for activities continued beyond the closeout of that grant, anticipated no later than June, 30, 2018.

CAPCOG agrees to maintain and make available data collected and reporting developed as related to the use of these funds in air quality activities.

CAPCOG agrees to maintain and staff the Clean Air Coalition for the full extent of this agreement or as long as funding allows, whichever comes first, in order to guide the work program and to receive regular reporting on behalf of the jurisdictions participating in the air quality program.

Section 3. Williamson County's Responsibilities.

Williamson County agrees to contribute an amount of \$30,205.00, to be paid in two installments with the first installment of \$3,473.00 being paid on or before September 30, 2017 and the second installment of \$26,732.00 to be paid on or before October 30, 2017, in support of continued staff and activities within the CAPCOG Air Quality Program, details of which are attached hereto as Exhibit A and incorporated into this Agreement.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until September 30, 2018, unless sooner terminated due to lack of funds.

Section 5. Termination

Williamson County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery of performance.

CAPCOG terminates this contract for unavailability of funds by giving Williamson County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date. Notwithstanding any provision to the contrary, if CAPCOG terminates this contract for unavailability of funds, CAPCOG will return a pro-rata balance to Williamson County within 30 days after the notice date, less the value of any deliverables submitted by the notice date.

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

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Notice.

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

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

CAPCOG: Betty Voights
Executive Director
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Section 8. County's Right to Audit

CAPCOG 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 CAPCOG which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CAPCOG agrees that County shall have access during normal working hours to all necessary CAPCOG 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 CAPCOG reasonable advance notice of intended audits.

Section 9. Miscellaneous

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By: _____
Betty Voights
Executive Director

Date: _____

Williamson County, Texas

By: _____
Dan A. Gattis,
County Judge

Date: _____

Exhibit A: CAPCOG Air Quality Program Scope of Work for Local Funding, July 2017 – September 2018

Task 1: Continuation of 2017 Ozone Season Monitoring

Under Task 1, CAPCOG will resume operation and maintenance activities at its eight continuous air monitoring stations (CAMS) through October 31, 2017. These include CAMS 601, 614, 684, 690, 1603, 1604, 1675, and 6602. Funding under this task will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- At least one calibration;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Data will continue to be reported to the Texas Commission on Environmental Quality's (TCEQ's) Leading Environmental Display System (LEADS) Monitoring stations will be prioritized based on CAPCOG's April 2014 ozone monitoring network review and optimization plan's rankings of the eight stations:¹

1. CAMS 690 (Georgetown)
2. CAMS 614 (Dripping Springs)
3. CAMS 6602 (Hutto)
4. CAMS 1675 (San Marcos)
5. CAMS 684 (Cedar Creek)
6. CAMS 1603 (Southwest Austin)
7. CAMS 1604 (Lockhart)
8. CAMS 601 (Fayette County)

Task 2: Staff Support for the Central Texas Clean Air Coalition

¹

CAPCOG http://www.capcog.org/documents/airquality/reports/2014_Monitoring_Network_Review_and_Optimization_Plan.pdf

This task involves ongoing staff support for the Central Texas Clean Air Coalition (CAC), the region's umbrella organization for air quality work coordinated among cities, counties, and other regional stakeholders, including private industry. This staff support includes research, analysis, and coordination of all air quality-related functions of the CAC.

Task 3: Prepare 2017 Advance Program Report

This task involves preparing CAPCOG's annual report to EPA as part of the region's participation in EPA's Advance Program. This report includes information on the region's air pollution levels, the implementation of emission reduction measures, and technical research completed in 2017. This report will include information collected from all participants in the region's air quality plan and will be submitted to the U.S. Environmental Protection Agency (EPA) as part of the region's participation in the Advance Program.

Task 4: Staff Work on New Advance Program Action Plan

This task involves staff work involved in the development of a new voluntary air quality Action Plan under EPA's Advance Program covering 1/1/2019 – 12/31/2023. This work could include some or all of the following activities:

- updating technical information regarding regional air pollution;
- developing goals, objectives, and performance metrics for the Action Plan;
- analysis of costs, benefits, and regulatory or logistical considerations for measures that could be implemented in the new Action Plan;
- analysis of the benefits of any multi-pollutant strategies that could be considered;
- working with existing CAC members to select new commitments as part of the Action Plan;
- recruiting new organizations to participate in the CAC; and
- drafting the text of the plan.

Task 5: 2017 Ozone Data Analysis Report

Under this task, CAPCOG will perform an analysis of the ozone and meteorological data collected in 2017 and comparison of these data to CAPCOG's Ozone "Conceptual Model" (which covers data collected in 2010-2015) and CAPCOG's 2016 Ozone Data Analysis Report.

Task 6: Outreach and Education Activities

This task involves direct air quality outreach and education activities carried out by CAPCOG between July 2018 and September 2018. This would involve maintaining the AirCentralTexas.org website and all social media accounts, conducting presentations and outreach events as well as developing content for all education materials, and reaching out to the general public regarding air quality issues.

Task 7: Other Air Quality Technical Activities

This task involves other air quality technical activities carried out by CAPCOG not otherwise described above. This may include analysis of emissions inventory data and reports, development of updated emissions inventory documentation, analysis of modeling and quality control data and reports.

Task 8: 2018 Ozone Season Monitoring

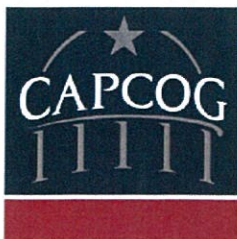
Under Task 8, CAPCOG will conduct operate ozone and meteorological monitoring at its eight continuous air monitoring stations (CAMS) from during the 2018 Ozone Season (March 1, 2018 – November 30, 2018). Funding will be used to pay for:

- Utilities;
- Preventative maintenance activities;
- Regular equipment calibrations;
- Equipment rental costs;
- Limited data validation activities;
- Incidental equipment repair costs and supply costs; and
- Monthly reports from CAPCOG's contractor describing activities completed in the prior month.

Task and Deliverable Summary

Table 1. Work Plan Task and Deliverable Summary

Task Number	Description	Deliverable	Due Date
1	Continuation of 2017 Ozone Season Monitoring	2017 Monitoring Report	12/15/2017
2	Staff Support for the Central Texas Clean Air Coalition	Report on CAPCOG Support to the CAC	10/31/2018
3	Prepare 2017 Advance Program Report	2017 Advance Program Report	7/31/2018
4	Staff Work on New Advance Program Action Plan	Report on CAPCOG Work on New Advance Program Action Plan	10/31/2018
5	2017 Ozone Data Analysis Report	2017 Air Quality Data Analysis Report	8/31/2018
6	Outreach and Education Activities	Air Quality Outreach and Education Report	10/31/2018
7	Other Air Quality Technical Activities	Air Quality Technical Activities Report	10/31/2018
8	2018 Ozone Season Monitoring	2018 Monitoring Report	12/15/2018
TOTAL	n/a	n/a	n/a



Capital Area Council of Governments

6800 Burleson Road, Building 310, Suite 165, Austin, Texas 78744

(p) 512-916-6000 (f) 512-916-6001

www.capcog.org

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Hays County

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Council Member Corbin Van Arsdale
City of Cedar Park

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Travis County

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City of Leander

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Commissioner Cynthia Long
Williamson County

Council Member Eileen Altmiller
City of Buda

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Blanco County

Commissioner Will Conley
Hays County

Judge Mary Cunningham
Llano County

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Bastrop County

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Travis County

Council Member Ellen Troxclair
City of Austin

Mayor Lew White
City of Lockhart

Representative Paul Workman
Texas House

July 10, 2017

Dear Clean Air Coalition and Clean Air Coalition Advisory Committee Representatives:

The enclosed Scope of Work describes the activities that are eligible under the funding requests CAPCOG submitted to Bastrop, Caldwell, Hays, Travis, and Williamson Counties, and the Cities of Austin, Bastrop, Bee Cave, Buda, Cedar Park, Elgin, Georgetown, Hutto, Lakeway, Leander, Lockhart, Luling, Pflugerville, Round Rock, San Marcos, Sunset Valley, and Taylor on July 6, 2017, and July 7, 2017. Completion of this entire scope of work is based on CAPCOG securing all of the funding requested from these local governments shown in the table below; however, in the event the requested funding for Tier 4 is not received to complete all aspects of that level, we will work with the CAC to prorate and prioritize work to be done.

Table 1. 2017-2018 CAPCOG Air Quality Funding Requested by Jurisdiction

Jurisdiction	Requested
Bastrop County	\$4,726
Caldwell County	\$2,351
Hays County	\$11,681
Travis County	\$68,516
Williamson County	\$30,205
City of Austin	\$108,304
City of Bastrop	\$973
City of Bee Cave	\$747
City of Buda	\$1,716
City of Cedar Park	\$7,874
City of Elgin	\$1,065
City of Georgetown	\$7,671
City of Hutto	\$2,723
City of Lakeway	\$1,673
City of Leander	\$4,886
City of Lockhart	\$1,546
City of Luling	\$672
City of Pflugerville	\$6,769
City of Round Rock	\$13,813
City of San Marcos	\$7,082
City of Sunset Valley	\$80
City of Taylor	\$1,926
TOTAL	\$287,000

As was presented to members of the Central Texas Clean Air Coalition in a June 28, 2017, CAPCOG's plan for its air quality program is to continue staffing at the current 2.5 full-time equivalent (FTE) staffing level through 9/30/2017, and the reduce the staffing level to 1.5 FTE from 10/1/2017 – 6/30/2018 using the existing air quality funding it has access to. The request for local funding described in this scope of work would do two basic things:

- Enable CAPCOG to continue conducting air monitoring; and
- Enable CAPCOG to retain staff through the end of fiscal year 2018 to continue to conduct regional air quality planning, analysis, research, and outreach and education activities.

As was also discussed and endorsed unanimously by the Clean Air Coalition at its June 28, 2017, meeting, the local funds that can be raised will be used in the following priority order.

Table 2. Priority-Order of Use of Local Air Quality Funding for 2017-2018 and Estimated Costs for Activities

Priority	Activity	Associated Tasks in Scope of Work	Estimated Incremental Cost	Cumulative Cost
1	Completion of 2017 Air Quality Monitoring	1	\$33,000	\$33,000
2	Extend the 1.5 FTE Staffing Level for Air Quality Program to July – September 2018	2-7	\$73,000	\$106,000
3	Completion of a “Basic” Level of Air Quality Monitoring in 2018 at all 8 monitoring sites (a reduced set of activities compared to 2017 monitoring)	8	\$67,000	\$173,000
4	Maintaining the current 2.5 FTE Staffing Level for Air Quality Program through September 2018	2-7	\$64,000	\$237,000
5	Additional Monitoring Activities in 2018 at all 8 monitoring sites (the added cost for all of the activities completed in 2017 beyond what is required for the “Basic” level of monitoring)	8	\$50,000	\$287,000

The 2018 monitoring cost estimates are based on CAPCOG’s assumptions about what the prices for a new 2018 monitoring contract would cost. CAPCOG simply increased costs from our current 2016-2017 contract by 5% in order to estimate 2018 costs, but they could be different once CAPCOG puts a request for proposals (RFP) out to bid. This could change the costs associated with the incremental costs for 2018 monitoring.

The tasks described in the Scope of Work are associated with each of the activities described above. If you have questions about any of this, please contact me at ahoekzema@capcog.org or at (512) 916-6043.

Thank you,



Andrew Hoekzema
CAPCOG Director of Regional Services

Enclosure

Commissioners Court - Regular Session**46.****Meeting Date:** 07/18/2017

Line Item Transfer

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

Information**Agenda Item**

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

Background

This line item transfer will cover the cost to continue Air Quality program work through the end of FY 17 via CAPCOG and is contingent upon approval of the CAPCOG Interlocal Agreement on the 7/18/17 agenda. Funding of \$26,732 for FY 18 has been budgeted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$3,473
To	0100-0409-004912	Non Dept/CAPCOG	\$3,473

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 04:38 PM

Started On: 07/12/2017 03:27 PM

Commissioners Court - Regular Session**47.****Meeting Date:** 07/18/2017

Career Ladders

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the use of career ladders in various departments throughout the County.

Background

Several County departments currently use some variation of a Career Ladder which have been funded primarily utilizing un-allocated funds. Since the un-allocated policies are now changing the funding for the Career Ladders must discussed if they are going to continue.

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: Tara Raymore

Final Approval Date: 07/11/2017

Reviewed By

Wendy Coco

Date

07/11/2017 03:55 PM

Started On: 07/11/2017 01:34 PM

Commissioners Court - Regular Session**48.****Meeting Date:** 07/18/2017

Advertisement Approval RFP # 1707-172 Tennis Pro Manager

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed proposals for Tennis Pro Manager - Southwest Williamson County Regional Park under RFP # 1707-172.

Background

Williamson County seeks Proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from an individual qualified and experienced in tennis management. The Tennis Pro Manager shall ultimately be the Successful Respondent of this RFP, and will manage the collection of court fees, pro shop, court reservations, and will provide lessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park.

The County's objective is to enter into a contract with a qualified and experienced individual or firm to provide professional services for tennis operations and pro shop management as described in this RFP. The Pro Manager shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. It is the intent of this RFP for the Pro Manager to outline his/her operation in a Proposal using the specifications contained herein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsRFP Package

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 07/13/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/13/2017 09:50 AM
07/13/2017 10:17 AM
Started On: 07/13/2017 07:44 AM

Solicitation 1707-172

Tennis Pro Manager - Southwest Williamson County Regional Park

Bid Designation: Public



Williamson County, Texas

Bid 1707-172**Tennis Pro Manager - Southwest Williamson County Regional Park**

Bid Number	1707-172
Bid Title	Tennis Pro Manager - Southwest Williamson County Regional Park
Bid Start Date	In Held
Bid End Date	Aug 10, 2017 3:00:00 PM CDT
Question & Answer End Date	Aug 4, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-943-1478 blake.skiles@wilco.org
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Bid Comments	<p>Williamson County seeks Proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from an individual qualified and experienced in tennis management. The Tennis Pro Manager shall ultimately be the Successful Respondent of this RFP, and will manage the collection of court fees, pro shop, court reservations, and will provide lessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park. Limited food and beverage concessions items may also be provided.</p> <p>The County's objective is to enter into a contract with a qualified and experienced individual or firm to provide professional services for tennis operations and pro shop management as described in this RFP. The Pro Manager shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. It is the intent of this RFP for the Pro Manager to outline his/her operation in a Proposal using the specifications contained herein. The following Specifications for the operation of the tennis operation are followed by Proposal Evaluation and Selection Process provisions.</p>

Item Response Form

Item	1707-172--01-01 - Please Attach All Documents To This Line
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Williamson County, Texas <u>No Location Specified</u>
	Qty 1

Description

Please Attach All Documents To This Line



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1707-172

Tennis Pro Manager - Southwest Williamson County Regional Park

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Aug 10, 2017 3:00:00 PM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:
Aug 10, 2017 3:00:00 PM CDT**

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

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.



Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**

901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

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

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The RFP and its Addenda (if applicable); and
2. The Respondent's Proposal.

- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

1. The terms and conditions of the Ensuing Agreement;
2. The RFP and its Addenda; and
3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTIALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PROPOSAL SPECIFICATIONS

PURPOSE AND CLASSIFICATION

a) Purpose

Williamson County seeks Proposals for a thirty-six (36) month service contract with two (2) optional one (1) year extensions, from an individual qualified and experienced in tennis management. The Tennis Pro Manager shall ultimately be the Successful Respondent of this RFP, and will manage the collection of court fees, pro shop, court reservations, and will provide lessons, leagues, youth programs, and will generally promote the sport of tennis at the Southwest Williamson County Regional Park. Limited food and beverage concessions items may also be provided.

The County's objective is to enter into a contract with a qualified and experienced individual or firm to provide professional services for tennis operations and pro shop management as described in this RFP. The Pro Manager shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. **It is the intent of this RFP for the Pro Manager to outline his/her operation in a Proposal using the specifications contained herein.** The following Specifications for the operation of the tennis operation are followed by Proposal Evaluation and Selection Process provisions.

b) Classification

The tennis management services will be performed at Southwest Williamson County Regional Park located at 3005 County Road 175, Leander, TX, 78641. The park is 825 acres, and contains eight (8) lighted tennis courts, a tennis pro shop, eleven (11) sports fields, six (6) basketball courts, two (2) softball/baseball fields, a gravel trail loop, a small playscape, an 18-hole disc golf course, Quarry Splash Pad, over 1000 parking spaces, four (4) restrooms, and three (3) all-masonry concession facilities. Respondents are strongly encouraged to visually inspect the park facilities prior to submitting a Proposal.

SCOPE OF SERVICES

- a) It is the intent of this Contract to provide an optimum public professional tennis program, both in maximum hours and days of operation as well as goods and services provided. The Pro Manager shall provide professional tennis services as described herein (or alternatives that are approved in writing and in advance by Williamson County) and shall provide all labor, material, equipment, and insurance required herein.
- b) The Pro Manager will be allowed to use four (4) of the eight (8) tennis courts for programming, lessons, clinics, leagues, camps, and limited concessions as approved by the Contract Administrator. The County agrees to waive court fees for Pro Manager on his/her programming, lessons, clinics, leagues, and camps in an amount not to exceed \$12,000 annually. The County will retain 100% of all remaining court fees. Additionally, the Pro Manager may retain 100% of sales from tennis-related sales and services as stipulated in his/her/its Proposal.
- c) The Pro Manager shall operate the center in a manner consistent with the use as tennis center. The Pro Manager shall collect daily tennis court fees, annual fees, league fees, tournament fees and any other fee that is otherwise authorized to be collected by the Williamson County Commissioners' Court. The Pro Manager shall be liable to the County for funds collected until such funds are actually tendered to County for deposit into the County's account.

- d) The Pro Manager shall have the right to operate and manage the tennis center, in conformance to the terms of the RFP and the Proposal selected by the County. The Pro Manager shall have the right to conduct the following during the term of the Contract:

- 1) Private or group lessons
- 2) Leagues
- 3) Tournaments

The Pro Manager must coordinate with the Contract Administrator or his designee to confirm that proposed dates of intended use do not conflict with any other activities.

- e) The Pro Manager shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices without the prior written approval of the Contract Administrator.

- f) The Pro Manager shall:

- 1) Open the tennis center for business promptly each day as scheduled in the selected Proposal or as otherwise agreed to by the Contract Administrator.
- 2) Maintain hours of operations as set out in the selected Proposal.
- 3) Hire and staff the tennis center.
- 4) Tennis Pro Manager, all employees and all volunteers must pass a criminal background check before having access to the visiting public.
- 5) Be responsible for the training, supervision and expenses of the Pro Manager's staff.
- 6) Provide complete daily janitorial services for the tennis pro shop building. Additionally, the fenced-in area of the facility must be kept free and clear of trash, rubbish, and refuse. The Pro Manager will have access to a dumpster to be provided by the County. The adjacent restrooms with showers must be cleaned daily, and monitored for cleanliness throughout the day. This restroom building must be closed nightly and reopened the next morning. A daily custodial schedule shall be agreed to by County prior to commencement of the Contract or any ensuing Agreement.
- 7) Promptly notify the Contract Administrator of the need to repair or replace County equipment or facility maintenance.
- 8) Promote public tennis by organizing free tennis clinics at a minimum of once per month, or at lesser frequencies agreed to in advance by the Contract Administrator.
- 9) Pro Manager shall have certifications for CPR and First Aid training or agree to obtain such certifications within the six (6) months from commencement of the Contract.
- 10) Provide all equipment necessary for the operation of the pro shop. Telephone or computer lines may be added at Pro Manager's expense.
- 11) The County will be responsible for reasonable and customary utility expenses at the tennis center in connection with the use of the tennis center in accordance with the terms of this RFP. County will also provide one half of DSL or other computer services necessary to run the County's park reservation system. In no event shall the County be responsible for long distance phone charges.
- 12) Comply with all County, state, and federal regulations applicable to performing work within a County park.

- g) The County reserves the right to negotiate additional requirements, specifications, terms and conditions of this RFP after selection of the best Pro Manager.

ITEMS AND PRICING

The Pro Manager shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the Contract Administrator on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

- a) Court fees (set by the Williamson County Commissioners' Court.)
- b) Tennis merchandise such as clothing, and supporting items such as hats, sunglasses, sweatbands, etc.
- c) Customary tennis center services (e.g., restringing)
- d) Private or group lessons
- e) Leagues
- f) Tournaments
- g) Limited food and beverage concessions items approved as to location, items for sale, sales price, etc. by the Contract Administrator.

The Pro Manager should include any other tennis related sale items in the Proposal, and list percentages to County, if any.

The County reserves the right to include additional items or services that the Pro Manager may offer for sell at the tennis center. In the event the Pro Manager would like to add additional items, the Pro Manager shall make a request to add such additional items and provide the request to the Contract Administrator. The Contract Administrator shall then either approve or deny the request.

HOURS OF OPERATION

It is the intent of this Contract to serve the public in the best possible manner, which is with maximum operating hours. Suggested hours should be included in the Proposal. Southwest Williamson County Regional Park hours are from 7:30 AM to 10:00 PM.

ACCOUNTING

The County will require standard accounting requirements and daily/monthly reports as stipulated by the auditing department, these items will follow Contract signing.

In addition:

- a) As set out in Section 5.2 (b) above, the County agrees to waive up to \$12,000 of the annual court fees for the Pro Manager's use of four (4) of the eight (8) tennis courts for programming, lessons, clinics, leagues, and camps. In addition, the Pro Manager may retain 100% of sales from tennis related sales and services, along with concessions percentages as stipulated in his/her/its Proposal. The County will retain 100% of the court fees that are received in excess of the \$12,000 annual court fees waived by the County.
- b) The Pro Manager shall establish and maintain during the term of the Contract separate records and accounts, including a separate bank account, relating to the operation of the tennis center. The Pro Manager's records and accounts shall be subject to examination and audit by the County, at any time upon request.

- c) The Pro Manager shall provide the Contract Administrator with a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to pro shop income. This form shall be submitted to Contract Administrator annually within seven (7) calendar days of filing with the IRS.
- d) The Pro Manager shall submit to the Contract Administrator a copy of the Pro Manager's monthly sales tax report within fifteen (15) calendar days of filing the report with the IRS.
- e) The County reserves the right to conduct random inspections of the tennis center to ensure all provisions of the Contract are being met. In the event any infractions are found, the County will submit a report of the infractions to the Pro Manager. Any infractions so noted must be corrected within thirty (30) calendar days from the date of the County's report. County may terminate the Contract for failure to correct any infractions to County's satisfaction with said time period.

MAINTENANCE

- a) County will provide general maintenance of the tennis center such as utility repairs, painting and electrical due to usual and customary use. The Pro Manager shall be responsible for any damage to the tennis center that is caused by the neglect, misuse, etc. of the Pro Manager and/or his staff and Pro Manager shall pay County for such damages upon demand.
- b) County will provide for landscaping services such as grass and weed control around the building and courts as determined by the County and to the County's standards. Pro Manager and/or his staff shall not interfere with any of the services being performed by the County and/or its subcontractors.
- c) Pro Manager is responsible for maintenance of any and all equipment (coolers, nets, and screens) directly related to the operation.
- d) County will provide computer necessary for court reservations and associated fees.

GENERAL

- a) Pro Manager must provide Insurance as required by the County. Please see RFP Terms and Conditions.
- b) Pro Manager shall have a manager on site, and shall have adequate staff to maintain full operation during business hours.
- c) Staff must be dressed appropriately, with identification to note the organization they represent. The uniforms **must not** indicate that staff are employees of the County.
- d) Pro Manager shall be responsible for all inventories and must ensure the quality of merchandise being sold. All items offered for sale by the Pro Manager must be pre-approved by the County.
- e) The County provides a Tennis Center sign on the Pro Shop that shall remain. Pro Manager shall provide and maintain, in a conspicuous place, a services sign. The services sign shall list court fees, the prices of all items offered for sale, the hours of operation, emergency contacts, and the phone number for the Parks and Recreation Department for comments. The design and location of the sign shall be subject to the approval of the Contract Administrator.

CONTRACT ADMINISTRATION

Randy Bell, Williamson County Parks and Recreation Director (or his successor/designee), 219 Perry Mayfield, Leander, Texas 78641 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

PROPOSAL EVALUATION AND SELECTION PROCESS

Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which each Proposal must be submitted.

Proposal Evaluation and Selection

Evaluation/Selection Criteria

Selection will be based on the Respondents' experience, qualifications, references, and history of providing requested like services. The relative importance of the criteria is indicated by the point values assigned to each respectively. Please provide responses to the criteria with particular work examples that highlight your previous experience.

Please provide your response to the following listed criteria. Please include sufficient information that will reveal the experience, background, references, education, etc. of the individual(s) that will be performing the required services.

Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

The Proposal should include any and all information pertinent to the Respondent's tennis and pro shop business. Please provide detailed information on the criteria listed below as well as any other information pertinent to the evaluation. Proposals should be accurate, concise, detailed, and easy to read.

The Respondent selected will have, in the opinion of the County, the best overall combination of the criteria. The County reserves the right to further negotiate terms and conditions after selection of the best Pro Manager.

Some items of interest are:

- Business Plan, including revenue plan
- Tennis Center operation plan
- Criminal background checks on Manager and all employees
- Changes/differences in the suggested guidelines of operation please note the change and the reason for the suggested change
- Experience in the operation of park tennis and pro shop operations.
- Three references from reputable entities both business and personal (List name, address, contact name, and phone numbers).
- Any other items pertinent to the operation of a public tennis operation.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

PROPOSAL EVALUATION CRITERIA

Total 100 points

- a) System Concept and Solutions Proposed (Understanding of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.) **(40 points)**
 - Operation of tennis center
 - Proposer's business plan
 - Services being provided including staffing, equipment, pricing, etc.
 - Pro shop policies and procedures
 - Staffing Plans
 - Programming, lesson and clinics provided
 - Your vision and ideas to further improve tennis operations
- b) Demonstrated Applicable Experience **(30 points)**
 - Experience in tennis center operations and/or management of tennis facilities (please separate individual and corporate)
 - Minimum five (5) years in tennis center owning/managing services
 - Experience of owner/manager/employees
 - Number of employee(s)
 - All Resumes
- c) United States Professional Tennis Association or US Professional Tennis Registry Certification **(5 points)**
- d) CPR / First Aid Certification **(5 points)**
- e) Organizational and Management Practices **(20 points)**
 - Organizational chart
 - Complaint resolution – Detailed procedures to include but not limited to County intervention and/or mediation

- f) Interviews, Optional - Interviews may be conducted at the discretion of the County.

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	<input style="width: 90%;" type="text"/>
Address of Respondent:	<input style="width: 90%;" type="text"/>
Email:	<input style="width: 90%;" type="text"/>
Telephone:	<input style="width: 90%;" type="text"/>
Printed Name of Person Submitting Affidavit:	<input style="width: 90%;" type="text"/>
Signature of Person Submitting Affidavit:	<input style="width: 90%;" type="text"/>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Respondent)*
 and have been duly authorized to execute the foregoing on behalf of the said
(Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named
 on this the day of , 20.

Notary Public in and for
 The State of
 The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5

6

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	Name of person doing business with local governmental entity. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2	<div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> <p style="text-align: center;">Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> </div>	
3	<p>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	
4	<p>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 5px; right: 5px;">5</div> <div style="text-align: right; position: absolute; bottom: 5px; right: 5px;">6</div>	

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		Form CIQ Page 2
5	<p>Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p>6. Describe any other affiliation or business relationship that might cause conflict of interest:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> Signature of person doing business with the governmental entity Date </div>	
	Signature not required if completing in BIDSYNC electronically.	

Question and Answers for Bid #1707-172 - Tennis Pro Manager - Southwest Williamson County Regional Park

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**49.****Meeting Date:** 07/18/2017

Awarding IFB # 1704-165 CR 384 Low Water Crossing

Submitted For: Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB # 1704-165, CR 384 Low Water Crossing at Donahoe Creek to the lowest responsive bidder, Lupe Rubio Construction Co., Inc. and authorizing the execution of the agreement.

Background

After through evaluation of the eleven (11) bids received it was determined that Lupe Rubio Construction was the lowest responsive bidder and is being recommended by the Road & Bridge Department for award. This contract will be for \$238,599.25 with substantial completion at 30 days and final completion at 40 days.

Fiscal Impact

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

Attachments[Recommendation](#)[Bid Tab](#)[Agreement](#)

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Thomas Skiles
Final Approval Date: 07/13/2017

Reviewed By

Randy Barker
Wendy Coco

Date

07/13/2017 09:50 AM
07/13/2017 10:17 AM
Started On: 07/13/2017 07:47 AM



June 28, 2017

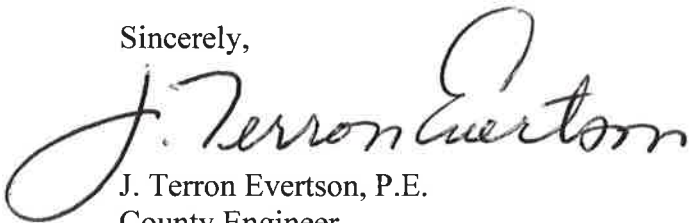
Mr. Randy Barker
Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1704-162 – CR 384 Low Water Crossing at Donahoe Creek

After reviewing all of the pertinent information, it appears that Lupe Rubio Construction Co., Inc submitted the overall lowest and best offer for the IFB 1704-162 – CR 384 Low Water Crossing at Donahoe Creek.

I recommend to the Williamson County Commissioner's Court that they award Lupe Rubio Construction Co., Inc the contract for the CR 384 Low Water Crossing at Donahoe Creek project.

Sincerely,



J. Terron Evertson, P.E.
County Engineer


Bid #1704-162 - CR 384 Low Water Crossing At Donahoe Creek

Creation Date **Apr 28, 2017**

End Date **May 31, 2017 3:00:00 PM CDT**

Start Date **May 9, 2017 11:01:18 AM CDT**

Awarded Date **Not Yet Awarded**

1704-162--01-01 Total Bid Price					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Lupe Rubio Construction Co., Inc.	First Offer - \$238,599.25	1 / each	\$238,599.25	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Cox Commercial Construction, LLC	First Offer - \$282,208.00	1 / each	\$282,208.00	Y	Y
Product Code:		Supplier Product Code: Bid #1704-162			
Agency Notes:		Supplier Notes:			
Alpha Paving	First Offer - \$286,464.00	1 / each	\$286,464.00	Y	Y
Product Code:		Supplier Product Code: Bid Form			
Agency Notes:		Supplier Notes: Bid Form Attached			
RHB	 First Offer - \$288,874.00	1 / each	\$288,874.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes: Paper bid that was scanned and uploaded		Supplier Notes:			
Patin Construction LLC	First Offer - \$297,364.00	1 / each	\$297,364.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Austin Engineering Co, Inc	First Offer - \$307,695.00	1 / each	\$307,695.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Ellis-McGinnis Construction Co.	First Offer - \$309,924.00	1 / each	\$309,924.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TCB Construction Inc	First Offer - \$346,633.80	1 / each	\$346,633.80	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: this is one of the most confusing ways to make an offer, I have ever encountered in this business in over 14 years.			
JORDAN FOSTER CONSTRUCTION, LLC	First Offer - \$349,647.00	1 / each	\$349,647.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
smith contracting	First Offer - \$375,612.50	1 / each	\$375,612.50		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Aaron Concrete Contractors, LP.	First Offer - \$395,116.00	1 / each	\$395,116.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

1704-162--01-02 Please Attach All Documents To This Line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
JORDAN FOSTER CONSTRUCTION, LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Aaron Concrete Contractors, LP.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Patin Construction LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Cox Commercial Construction, LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Ellis-McGinnis Construction Co.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Lupe Rubio Construction Co., Inc.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Austin Engineering Co, Inc	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Alpha Paving	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code: Bid Bond			
Agency Notes:		Supplier Notes: Copy of Bid Bond			
smith contracting	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TCB Construction Inc	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Lupe Rubio Construction Co., Inc.		\$238,599.25 (2/2 items)			
Bid Contact Karina Rubio		Address KINGSLAND, TX 78639			
bookkeepinglrcl@gmail.com					
Ph 325-388-8500					
Agency Notes:		Supplier Notes:		Head Attch:	
					
f Cox Commercial Construction, LLC		\$282,208.00 (2/2 items)			
Bid Contact Darren Okruhlik		Address 1901 Ranch Road 620 N			
darren@cox-commercial.com		Suite 104			
Ph 512-222-1114		Austin, TX 78734			
Fax 512-266-7222					
Agency Notes:		Supplier Notes:		Head Attch:	
					
f Alpha Paving		\$286,464.00 (2/2 items)			
Bid Contact Manny Trinidad		Address ROUND ROCK, TX 78683			
manny@alphapaving.com					
Ph 512-368-6055					
Agency Notes:		Supplier Notes:		Head Attch:	
					
f Patin Construction LLC		\$297,364.00 (2/2 items)			

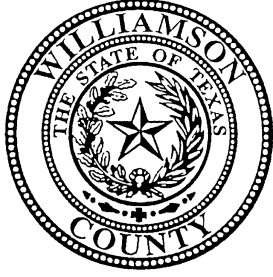
Bid Contact Tim Patin tim@patincon.com Ph 512-269-1071		Address 3800 West 2nd Street Taylor, TX 76574
Agency Notes:		Supplier Notes: Head Attch: 
f Austin Engineering Co, Inc		\$307,695.00 (2/2 items)
Bid Contact Susan Goss sgoss@aecoi.net Ph 512-327-1464 Fax 512-327-1765		Address Austin, TX 78734
Agency Notes:		Supplier Notes: Head Attch: 
f Ellis-McGinnis Construction Co.		\$309,924.00 (2/2 items)
Bid Contact David McGinnis dmcginnis@emcotx.com Ph 254-859-5494 Fax 254-859-5497		Address P O Box 40 2895 Eddy Gatesville Pkwy EDDY, TX 76524
Agency Notes:		Supplier Notes: Head Attch: 
f TCB Construction Inc		\$346,633.80 (2/2 items)
Bid Contact jeff novosad tcbconstruction@hotmail.com Ph 512-339-6321 Fax 512-910-8343		Address PO Box 81642 Austin, TX 78708
Agency Notes:		Supplier Notes: Head Attch: 
f JORDAN FOSTER CONSTRUCTION, LLC		\$349,647.00 (2/2 items)
Bid Contact MATT GOLD mgold@jordanfoosterconstruction.com Ph 512-990-8313		Address 15603 IH-35 PFLUGERVILLE, TX 78660
Agency Notes:		Supplier Notes: Head Attch: 
f smith contracting		\$375,612.50 (2/2 items)
Bid Contact Hardin Camp II Hasmith923@gmail.com Ph 512-990-7640		Address 15308 ginger austin, TX 78728
Agency Notes:		Supplier Notes: Head Attch: 
f Aaron Concrete Contractors, LP.		\$395,116.00 (2/2 items)
Bid Contact Dale Detten dale@aaronconcrete.com Ph 512-926-7326		Address 4108 Nixon Lane Austin, TX 78725
Agency Notes:		Supplier Notes: Head Attch: 
RHB		\$288,874.00 (1/2 items)
Bid Contact Ron Hummel rhbco@yahoo.com		Address 402A West Palm Valley #325 Round Rock, TX 78664

Ph 512-738-1296

Agency Notes:

Supplier Notes:

****** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Lupe Rubio Construction Co., Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1704-165, CR 384 Low Water Crossing at Donahoe Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Two Hundred Thirty Eight Thousand Five Hundred Ninety Nine Dollars & Twenty Five Cents (\$238,599.25) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1704-165, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day (\$200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage		Limits of Liability
a. Worker's Compensation		Statutory
b. Employer's Liability		
Bodily Injury by Accident		\$500,000 Ea. Accident
Bodily Injury by Disease		\$500,000 Ea. Employee
Bodily Injury by Disease		\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 1,000,000	\$ 1,000,000
Aggregate policy limits:		\$1,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

- f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

CONTRACTOR:

Lupe Rubio Construction Co., Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Contractor's Designated Representative:

Phone _____

Fax _____

Commissioners Court - Regular Session**50.****Meeting Date:** 07/18/2017

IFB 1706-168 authorization to advertise

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 authorizing Purchasing Agent to advertise and receive sealed bids for Improvements to Inner Loop Pavement Services under IFB # 1706-168.

Background

Williamson County is seeking qualified contractors to construct turn lanes on existing Inner Loop at Wilco Way, Rockride, and the County's Central Maintenance Facility. Construction activities consist of excavation, embankment, grading, flexible base, asphalt pavement, culvert extensions and pavement markings. Estimated time of completion is 300 calendar days to substantial completion and 330 calendar days to final completion, with an estimated cost of \$5,600,000. This road-bond project will be serviced by HNTB.

The generation of the bid package is taking longer than expected due to the size of the file and will be forwarded to the Commissioners Court members and the County Clerk once available from BidSync.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Will Hutchinson

Final Approval Date: 07/13/2017

Reviewed By

Randy Barker

Wendy Coco

Date

07/13/2017 11:59 AM

07/13/2017 12:05 PM

Started On: 07/13/2017 08:39 AM

Commissioners Court - Regular Session**51.****Meeting Date:** 07/18/2017

Animal Shelter Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for Animal Shelter Donations:

Background

This is for donation collections from April 2017 through June 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	\$14,751.91
	0546.0000.367440	Jane's Fund Donations	\$21,679.28
	0546.0000.367441	ASPCA Donations	\$0.00
	0546.0000.367442	Play Yard Donation	\$2,075.00
	0546.0000.367443	Heart Worm Trmt Donations	\$1,131.38
	0546.0000.367445	Sit Team Donations	\$500.00
	0546.000.370150	Sale of Pet Care Products	\$689.94

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 03:44 PM

Commissioners Court - Regular Session**52.****Meeting Date:** 07/18/2017

Animal Shelter Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment acknowledging additional expenditures for the use of Animal Shelter Donations:

Background

This is for donation collections from April 2017 through June 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	\$689.94
	0546.0546.003670	Use of Donations	\$14,751.91
	0546.0546.004100	Professional Services	\$21,679.28
	0546.0546.004109	Special Needs	\$0.00
	0546.0546.004232	Training	\$500.00
	0546.0546.004509	Facility Enhancements	\$2,075.00
	0546.0546.004975	Animal Medical Care	\$1,131.38

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 03:51 PM

Commissioners Court - Regular Session**53.****Meeting Date:** 07/18/2017

SO Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Donations include a \$50.00 cash donation from a generous patron.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	VA Donations	\$50.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 04:02 PM

Commissioners Court - Regular Session**54.****Meeting Date:** 07/18/2017

SO Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

A \$50.00 cash donation from a generous patron.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	VA Donations	\$50.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 04:05 PM

Commissioners Court - Regular Session**55.****Meeting Date:** 07/18/2017

Park Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Donations include \$165.00 for a Memorial Tree in honor of Frankie Sligar, \$120.00 from the Austin Royals - Home School Track Team in appreciation of the use of the track and help with hurdles, and \$70.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	\$355.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 04:11 PM

Commissioners Court - Regular Session**56.****Meeting Date:** 07/18/2017

Park Donations BA 07-18-2017

Submitted For: Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

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

Background

Donations include \$165.00 for a Memorial Tree in honor of Frankie Sligar, \$120.00 from the Austin Royals - Home School Track Team in appreciation of the use of the track and help with hurdles, and \$70.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	\$355.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/12/2017

Reviewed By

Wendy Coco

Date

07/12/2017 03:03 PM

Started On: 07/11/2017 04:19 PM

Commissioners Court - Regular Session**57.****Meeting Date:** 07/18/2017

Budget Amendment County Sheriff Overtime

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

Information**Agenda Item**

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

Background

Current management does not have any insight on how the overtime budget for Fiscal Year 2017 was calculated. Current staffing is requiring this level of overtime.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0560-001110	Overtime	\$211,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 08:24 AM

Commissioners Court - Regular Session**58.****Meeting Date:** 07/18/2017

Budget Amendment Jail Overtime

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

Information**Agenda Item**

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

Background

Current staffing and overtime estimates require this much in overtime. In Fiscal year 2016 a Line Item Transfer and a Budget Amendment were done bringing the budget to a total of \$1,239,211.50. The expenditure for Fiscal year 2016 was \$950,053.28.

The Fiscal Year 2017 original budget was \$810,000. The current budget is \$848,382.19 as a result of a line item transfer to move the overtime dollars associated with T. Don Hutto overtime from Law Enforcement (department 560).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0570-001110	Overtime	\$375,000

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 09:25 AM

Started On: 07/13/2017 08:31 AM

Commissioners Court - Regular Session**59.****Meeting Date:** 07/18/2017

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
- f) Texas State Gold Depository

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: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:17 AM

Started On: 07/13/2017 09:36 AM

Commissioners Court - Regular Session

60.

Meeting Date: 07/18/2017

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 N. 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 Seward Junction SE Loop.
- 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.
- x) Discuss the acquisition of real property- Condra Funeral Home- Taylor, Texas
- y) Discuss the acquisition of real property- S&D Plumbing- Taylor, Texas
- z) Discuss Cedar Hollow low water crossings and Lost River.
- aa) Discuss the acquisition of Real Estate for Tower Site.

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 possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.

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: 07/13/2017

Reviewed By

Wendy Coco

Date

07/13/2017 10:17 AM

Started On: 07/13/2017 09:29 AM