

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**AUGUST 1ST, 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 – 20 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equip.	\$1,752.36
To	0100.0570.004850	RCS Radio Fees	\$1,752.36

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004500	Maintenance Contracts	\$4,500.00
To	0100.0570.004705	Pre-Employment Screening	\$4,500.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0540.004610	Rent	1000.00
To	0100.0540.004231	Travel	1000.00

8. Discuss, consider and take appropriate action on a line item transfer for Non Departmental.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$101,110
To	0100-0409-002070	Non Dept/Retirees	\$101,110

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004132	All Dist Cts/Ct Aptd Atty Crim	\$10,000
To	0100-0435-004125	All Dist Cts/Transcripts	\$10,000

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	\$1800.00
To	0100-0499-003005	Office Furniture	\$1800.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0495-003010	Computer Equip	\$1,607.63
From	0100-0495-005740	Computer Equipment >\$5000	\$145.31
From	0100-0495-004100	Professional Services	\$149.04
To	0100-0495-003011	Computer Software	\$1,901.98

12. Discuss, consider, and take appropriate action on a line item transfer for Hazardous Materials.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-004543	Repairs to Equipment	\$670.00
To	0100-0542-004500	Maintenance Contracts	\$670.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > \$5,000	\$5,000.00
To	0200-0210-004505	Software Maintenance	\$5,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > \$5,000	\$6,500.00
To	0200-0210-004991	Landfill	\$6,500.00

15. Discuss, consider, and take appropriate action on budget line item transfers for Juvenile Services.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	60000
To	0100.0576.005000	Capital Outlay	60000
From	0100.0576.003307	Pharmaceuticals	2000
To	0100.0576.003101	Education Aids	1000
To	0100.0576.003009	Linens/Toiletries	500
To	0100.0576.003110	Other Supplies	500
From	0100.0576.004106	Counseling Services	7000
To	0100.0576.004108	Non-Residential Services	7000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.005700	Vehicles >\$5,000	\$869.23
To	0100.0475.003002	Vehicle Equipment	\$869.23
From	0100.0475.004902	Co Atty Leg Supp	\$2,346.05
To	0100.0475.003010	Computer Equipment	\$1,456.05
To	0100.0475.003005	Office Furniture	\$890.00

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 (5) Fridge, (2) Printer, (5) File Cabinets, (1) Keyboard tray, (2) Trays, (13) Chair's, (45) File trays, (7) Phone stands, (15) File holders, (10) Calculators, (2) Boxes of VHS tapes, (2) Magazine holders, (1) Rolling cart, (1) VCR, (2) Wooden Boards, (1) Shredder, (5) Hole punches, (1) Desk organizer, (2) Staplers, (1) Mouse, (1) Rolodex, (3) Staple removers, (1) Index box, (1) Tape Dispenser, (3) Dry erase boards, (1) 2 Cork Boards, (1) Table, (1) Pencil Holder, (1) Stool, (1) Desk, (3) Bulletin Boards, (1) Autoclave sanitizer, (1) TV with VCR, (1) TV on Rolling cart, (1) Radio, (1) Briefcase, (3) Monitors, (1) Fax machine, (1) 2004 Ford Excursion, (1) 2009 Ford Escape (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
19. Discuss, consider and take appropriate action on accepting a donation to Williamson County Sheriff's Office from Richard Morris in the amount of \$100.00.
20. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.

## **REGULAR AGENDA**

21. Hear presentation from the City of Hutto regarding the "Co-op District located in the City of Hutto's Old Town."
22. Discuss, consider and take appropriate action on a presentation by Andrea Richardson regarding Bluebonnet Trails Community Services.
23. Hear update from Dan Wegmiller of Specialized Public Finance regarding results of the Limited Tax Refunding Bonds, Series 2017 and the defeasance of debt.
24. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
25. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$600,000 from 2013 Road Bond Non-Departmental (P290) to CR 258 Phase II (P256) of \$450,000, Bagdad Road (P317) of \$100,000 and CR 305 at IH-35 (P306) of \$50,000.
26. Discuss, consider and take appropriate action on authorizing the service agreement with Intertech Flooring, for carpet installations at the Jail in the amount of \$34,057.51, under TXMAS contract No. TXMAS-13-72020.
27. Discuss, consider and take appropriate action on CO #2 to the Agreement Between Williamson County and S&G Contracting, Inc., in the amount of \$54,166.81 to be paid from the Owner's Contingency, for electrical, acoustical, HVAC, fire stopping and removal of a data rack for the Williamson County Justice Center – CSCD Remodel Project.
28. Discuss, consider and take appropriate action on a Real Estate Contract with Rising Gate Properties, Inc. for future arterial right of way.
29. Discuss, consider and take appropriate action on a Deed Without Warranty transferring right of way to the City of Georgetown.

30. 10:00 AM: Hold a public meeting/hearing pursuant to Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10 regarding an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities.
31. Discuss, consider and take appropriate action to approve an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities, as well as approval to submit all necessary documentation to the Executive Director of the Texas Commission on Environmental Quality.
32. 10:00 Conduct public hearing relating to a request from the Sheriff's Office to increase the budgeted salary amount for the positions of Corrections Officer, Position #'s are listed in the attachment, in the Sheriff's Office Corrections and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
33. Discuss, consider and take appropriate action on a request by the Sheriff's Office to increase the budgeted salary amount and reclassification for the positions of Corrections Officer, position #'s listed on attachment, in the Sheriff Office - Corrections from the budgeted annual salary amounts listed on the attachment to the increased salary amount listed on the attachment.
34. Discuss, consider and take appropriate action on a line item transfer for the Jail.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0570-001100	Salaries	\$158,067.14
To	0100-0570-001105	LE Salaries	\$158,067.14

35. Consider approving the filing of the FY18-19 Adult Probation biennial budgets.
36. Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2017.
37. Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of \$0.456438.
38. Consider authorizing advertising and setting a date for the public hearing on the 2017-2018 County Budget for Tuesday, August 29th, 2017 at 10:00 am.
39. Discuss 2017-2018 Budget
40. Discuss, consider and take appropriate action on FY18 Compensation Recommendations.
41. Discuss, consider and take appropriate action on the FY18 Texas County and District Retirement System (TCDRS).
42. Discuss, Consider and take appropriate action in regards to Texas Workforce Commission Contract for Precinct 1 Constable Office

43. Discuss, consider and take appropriate action on a Cost Sharing Agreement between Williamson County and Dusty Boots Ranch - Robyn Rhinehart for the construction of a 1,250-foot fence to be constructed on the eastern boundary of Williamson County's Blackland Heritage County Park, and the western boundary of Dusty Boots Ranch- Robyn Rhinehart's property; and authorize the Williamson County Parks Director to execute the agreement on behalf of Williamson County.
44. Discuss, consider and take appropriate action(s) regarding the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) and related programs, to include, but not be limited to, withdrawal from such program(s).
45. Discuss, consider and take appropriate action on the creation of an additional position of Magistrate/ Associate Judge pursuant to Section 54A.002, Texas Government Code; and further authorizing in advance the creation of future additional positions pursuant to Section 54A.002, Texas Government Code if funding for those positions have been previously approved in the Williamson County budget for that fiscal year.
46. Discuss, consider and take appropriate action on authorizing the extension of Mal-Practice Insurance, #1509-009 with Extraco Banks for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018.
47. Discuss, consider, and take appropriate action on exempting SOE Software Corporation d/b/a SCYTL from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of Clarity Help Desk Support software and maintenance and authorize the execution of the agreement.
48. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenue for the Debt Service Fund:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds fm Bond/CO Issuances	\$43,230,000.00
	0600.0000.370401	Premium fr Bond/CO Issuances	\$7,335,475.25

49. 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 Debt Services Fund:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	\$50,565,475.25

50. Discuss and consider approving a line item transfer for the Debt Service Fund:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0600.0600.006628	10 Pass Through Toll-Int	\$351,690.63

From	0600.0600.006630	11 Unlimited Tax Refunding-Int	\$623,100.71
To	0600.0600.006647	17 Limited Tax Refunding-Int	\$130,855.47
To	0600.0600.004098	Pymt to Refunding Escrow Agent	\$349,621.23
To	0600.0600.004099	Bond Issuance Cost	\$494,314.64

#### 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)."***

51. 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
  
52. 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 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.

- 53.** 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. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.

- 54.** 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).

55. 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)

56. Discuss and take appropriate action concerning economic development.
57. Discuss and take appropriate action concerning real estate.
58. 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.
59. 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.
60. Comments from Commissioners.
61. 1:00 Public Hearing:  
2017-2018 Post Recommendation Public Hearings / Departmental Presentations on Departmental Budget Requests.

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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:** 08/01/2017

Line Item Transfer for County Sheriff

**Submitted For:** Robert Chody**Submitted By:** Toni Mace, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

The line item transfer is at the request of Pam Navarette to cover failed funds in RCS Radio fees.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.003003	Radio Equip.	\$1,752.36
To	0100.0570.004850	RCS Radio Fees	\$1,752.36

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Toni Mace

Final Approval Date: 07/21/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/21/2017 03:03 PM

07/21/2017 03:56 PM

Started On: 07/14/2017 11:21 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/01/2017

Line Item Transfer for County Sheriff

**Submitted For:** Robert Chody**Submitted By:** Toni Mace, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

The line item transfer is necessary to cover pre-employment expenditures.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0570.004500	Maintenance Contracts	\$4,500.00
To	0100.0570.004705	Pre-Employment Screening	\$4,500.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Toni Mace

Final Approval Date: 07/21/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/21/2017 03:03 PM

07/21/2017 03:56 PM

Started On: 07/14/2017 11:35 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/01/2017

WCEMS LIT for travel

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

This is a line item transfer request to provide additional funds for travel. In association with change in department leadership, an additional employee participated in the annual Billing Audit.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0540.004610	Rent	1000.00
To	0100.0540.004231	Travel	1000.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Theresia Carter

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/26/2017 10:59 AM

07/26/2017 12:02 PM

Started On: 07/26/2017 10:36 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/01/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

Each year HR provides the budget office with an estimate of retirees. This is based on ability to retire, the number of known retirees and a guess as to whether or not the retiree will take insurance all at the time budgets are due. The budget for retirees has been expended with nearly two months to go. This transfer will cover expected expenditures through 9/30/17.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$101,110
To	0100-0409-002070	Non Dept/Retirees	\$101,110

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:47 AM

Started On: 07/26/2017 04:29 PM

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/01/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

The original budget is \$25K. More transcripts have been ordered than projected and another \$10K is needed to finish out FY17.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0435-004132	All Dist Cts/Ct Aptd Atty Crim	\$10,000
To	0100-0435-004125	All Dist Cts/Transcripts	\$10,000

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:47 AM

Started On: 07/26/2017 05:03 PM

**Commissioners Court - Regular Session****10.****Meeting Date:** 08/01/2017

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 reupholster task chairs in the Round Rock Tax office annex. The chairs are showing wear and tear from daily use. Instead of replacing all the task chairs at a very costly expense, we found that it would be more feasible and cost effective to reupholster the seats.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-004350	Printed Forms, Books, Binders	\$1800.00
To	0100-0499-003005	Office Furniture	\$1800.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 07/24/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/24/2017 11:49 AM

07/24/2017 12:59 PM

Started On: 07/24/2017 09:24 AM

**Commissioners Court - Regular Session****11.****Meeting Date:** 08/01/2017

Line Item Transfer for County Auditor

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

---

**Information****Agenda Item**

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

**Background**

This line item transfer will facilitate the purchase of Adobe standard licenses for several staff to assist with streamlining some work processes and reduce paper.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0495-003010	Computer Equip	\$1,607.63
From	0100-0495-005740	Computer Equipment >\$5000	\$145.31
From	0100-0495-004100	Professional Services	\$149.04
To	0100-0495-003011	Computer Software	\$1,901.98

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Julie Kiley

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/27/2017 09:48 AM

07/27/2017 09:52 AM

Started On: 07/27/2017 07:42 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/01/2017

Line Item Transfer for Hazardous Materials

**Submitted For:** Marty Herrin**Submitted By:** Kelly Luna, EMS**Department:** Hazardous Materials**Agenda Category:** Consent

---

**Information****Agenda Item**

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

**Background**

The Auditor's Office would like to be consistent in how annual inspections are coded within the County, and has recommended that the annual testing of the Hazardous Response Team air packs be coded to 4500 (Maintenance Contracts). In the past we have coded this item to 4543 (Repairs to Equipment), so our FY17 funds for the annual testing reside in this line. We are requesting that the funds for annual testing (\$670) be moved from 4543 to 4500 create consistency, and to align them with similar expenses for annual smoke detector and fire extinguisher testing.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From:	0100-0542-004543	Repairs to Equipment	\$670.00
To:	0100-0542-004500	Maintenance Contracts	\$670.00

---

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Luna

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/27/2017 09:48 AM

07/27/2017 09:53 AM

Started On: 07/27/2017 08:39 AM

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/01/2017

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

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

---

**Information****Agenda Item**

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

**Background**

This transfer is necessary in order to provide appropriate software to a recently filled position.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > \$5,000	\$5,000.00
To	0200-0210-004505	Software Maintenance	\$5,000.00

---

**Attachments***No file(s) attached.*

---

**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 07/20/2017

**Reviewed By**

Rebecca Clemons

Ashlie Koenig

**Date**

07/20/2017 12:47 PM

07/20/2017 04:33 PM

Started On: 07/20/2017 11:56 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/01/2017

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

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

---

**Information****Agenda Item**

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

**Background**

This transfer is necessary to continue to utilize the landfill to deposit refuse and debris collected on County Roadways.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0200-0210-005711	Heavy Equipment > \$5,000	\$6,500.00
To	0200-0210-004991	Landfill	\$6,500.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/27/2017 09:48 AM

07/27/2017 09:53 AM

Started On: 07/27/2017 09:02 AM

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/01/2017

Budget Line Item Transfer

**Submitted By:** John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on budget line item transfers for Juvenile Services.

**Background**

Juvenile Services is requesting line item transfers based on current year-to-date expenditures and anticipated expenditures for the remainder of FY17.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0576.004100	Professional Services	60000
To	0100.0576.005000	Capital Outlay	60000
From	0100.0576.003307	Pharmaceuticals	2000
To	0100.0576.003101	Education Aids	1000
To	0100.0576.003009	Linens/Toiletries	500
To	0100.0576.003110	Other Supplies	500
From	0100.0576.004106	Counseling Services	7000
To	0100.0576.004108	Non-Residential Services	7000

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: John Pelczar

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/27/2017 11:39 AM

07/27/2017 12:05 PM

Started On: 07/27/2017 11:11 AM

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/01/2017

Line Item Transfer

**Submitted For:** D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0475.005700	Vehicles >\$5,000	\$869.23
To	0100.0475.003002	Vehicle Equipment	\$869.23
From	0100.0475.004902	Co Atty Leg Supp	\$2,346.05
To	0100.0475.003010	Computer Equipment	\$1,456.05
To	0100.0475.003005	Office Furniture	\$890.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Stephanie Lloyd

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

07/27/2017 11:39 AM

07/27/2017 12:05 PM

Started On: 07/27/2017 11:28 AM

**Commissioners Court - Regular Session****17.****Meeting Date:** 08/01/2017

Compensation Items

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

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**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.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Comp Item

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 07/27/2017

**Reviewed By**

Tara Raymore

Wendy Coco

**Date**

07/27/2017 09:42 AM

07/27/2017 09:49 AM

Started On: 07/27/2017 08:34 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
County Clerk Records	0694	14308	\$31,923.03	\$32,880.72	\$957.69	3.00%	Merit	Unallocated	9/22/2017
County Treasurer	0724	13780	\$33,207.20	\$33,871.34	\$664.14	2.00%	Merit	Unallocated	7/28/2017
County Treasurer	0723	13102	\$36,905.90	\$38,012.85	\$1,106.95	3.00%	Merit	Unallocated	7/28/2017
County Treasurer	0721	13373	\$33,645.46	\$34,654.82	\$1,009.36	3.00%	Merit	Unallocated	7/28/2017
Tax Office	1443	Vacant	\$30,007.10	\$33,125.98	\$3,118.88	10.39%	Title, Grade change only: Motor Vehicle Clerk I (B.17) to Asst. Mgr. (B.19); Fund at min of grade	Unallocated	7/28/2017
Tax Office	1444	12700	\$36,834.76	0	0	0	Title Change Only Motor Vehicle Spec III to Asst. Mgr.	NA	7/28/2017
Tax Office	1463	10942	\$41,064.96	0	0	0	Title Change Only Tax Accounting Spec II to Asst. Mgr.	NA	7/28/2017
Sheriff's Office	0611	Vacant	\$55,203.98	\$52,275.08	-\$2,928.90	-5.31%	Budget Office moving PCN 0611 from 570 to 560 due to reclass of position. Title, Grade change, decrease vacant position salary: Sergeant Investigations (CB.6) to Deputy Sheriff (L1.1)	Unallocated	8/1/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****18.****Meeting Date:** 08/01/2017

Asset Auction 8/1/2017

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Fridge, (2) Printer, (5) File Cabinets, (1) Keyboard tray, (2) Trays, (13) Chair's, (45) File trays, (7) Phone stands, (15) File holders, (10) Calculators, (2) Boxes of VHS tapes, (2) Magazine holders, (1) Rolling cart, (1) VCR, (2) Wooden Boards, (1) Shredder, (5) Hole punches, (1) Desk organizer, (2) Staplers, (1) Mouse, (1) Rolodex, (3) Staple removers, (1) Index box, (1) Tape Dispenser, (3) Dry erase boards, (1) 2 Cork Boards, (1) Table, (1) Pencil Holder, (1) Stool, (1) Desk, (3) Bulletin Boards, (1) Autoclave sanitizer, (1) TV with VCR, (1) TV on Rolling cart, (1) Radio, (1) Briefcase, (3) Monitors, (1) Fax machine, (1) 2004 Ford Excursion, (1) 2009 Ford Escape (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Asset Auction 1](#)[Asset Auction 2](#)[Asset Auction 3](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 11:39 AM

Started On: 07/24/2017 11:02 AM

# 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	Avanti Refrigerator			Working
1	Dell B2375dnf printer	Service tag #23HZ4Y1		Non-Working

### Parties involved:

**FROM** (Transferor Department): Sheriff Administration

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

Chief Tim Ryle

Print Name

Signature

**Contact Person:**

Starla Hall

Print Name

+1 (512) 943-5270

Date 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:**

Print Name

Date Phone Number

RECEIVED

JUL 19 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

This Change Status was approved as agenda Item # \_\_\_\_\_ In Commissioner's Court on \_\_\_\_\_

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	4-drawer verticle file cabinets			Working <input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**Parties Involved:**

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Nancy E. Rister

Print Name

Signature

7/13/2017

Date

512-943-1549

Phone Number

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

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

Contact Person:

Tony Hill

Print Name

Print Name

943-3314

Date

Signature

RECEIVED

JUL 18 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) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Cream colored work surface with keyboard tray		
2	Blue stacking chairs		
1	Four drawer vertical file cabinet		
1	Blue office chair		
42	Black plastic file trays		
5	Wire phone stands		
1	Plastic phone stand		
2	Black plastic file sorters		

## Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name  
*Michelle Broddrick*  
Signature

Print Name  
512-943-3646  
Phone Number

Date 7, 20, 17

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

Auction

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

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

**Contact Person:**

Print Name

Print Name

Signature

Phone Number **RECEIVED**  
JUL 21 2017

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

## Forward to County Auditor's Office

This Change Status was approved as agenda Item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_

# Williamson County Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
6	Plastic wall mount file holder		
1	Wire wall mount file holder		
10	Portable calculators		
1	Box of assorted VHS tapes (qty 50)		
1	Box of assorted VHS tapes (qty 15)		
2	Plastic magazine holders		
1	TV on black rolling cart	Serial #310120231082382	
1	VCR	Serial #052220733138A	

## Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name  
*Michelle Broddrick*  
Signature

Print Name  
512-943-3646

Phone Number

Date 7, 20, 17

**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

Phone Number JUL 21 2017

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

AUDITOR'S OFFICE

**For assets donated to a non-county entity:**

WILLIAMSON COUNTY, TEXAS

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
2	Wooden measuring boards		
1	Shredder		
2	Desktop mini reffridgerators (located in WIC Supply room)		
2	Dorm size refrigerators (located in WIC supply room)		

## Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name  
*Michelle Broddrick*  
Signature

Print Name  
512-943-3646

Phone Number

Date 1, 20, 17

**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

JUL 21 2017

Signature

Phone Number

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
7	Maroon Chairs		
4	2 hole punches		
1	desk organizer		
2	cream colored staplers		
1	mourse		
1	inbox tray		
1	black rolodex		
1	hole punch		

### Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name Michelle Broddrick  
Signature \_\_\_\_\_

Print Name  
512-943-3646  
Phone Number

Date 7, 20, 17

**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 JUL 21 2017

Signature \_\_\_\_\_

Phone Number  
AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
3	Staple removers		
1	Index box		
2	Small file sorters		
1	Large file sorter		
2	Legal size hanging file frames		
1	Tape dispenser		
2	Small dry erase boards		
2	Cork bulletin boards		

## Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

MICHELLE BRODDRICK

**Contact Person:**

SUSAN CARRANCO

Print Name

*Michelle Broddrick*

Signature

Date 7, 20, 17

Print Name

512-943-3646

Phone Number

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

Auction

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

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

**Contact Person:**

RECEIVED

Print Name

Print Name

JUL 21 2017

Signature

Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

**Asset list:**

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Metal wall literature holder		
1	Small table		
1	Pencil holder		
1	Clear telephone stand		
1	5 drawer verticle file cabinet		
1	4 drawer verticle file cabinet		
1	White stool		
1	Yellow desk		

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name  
*Michelle Broddrick*  
Signature

Print Name  
512-943-3646

Phone Number

Date 1, 20, 17

**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 JUL 21 2017

Signature

Phone Number  
AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

**Asset list:**

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	4 drawer lateral file cabinet		
1	Large dry erase board		
2	Pink office chairs with arms		
2	Small bulletin boards		
1	Medium bulletin board		
1	Blue office chair		
1	Gray office chair		
1	Organizer tray		

**Parties Involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**  
MICHELLE BRODDRICK

**Contact Person:**  
SUSAN CARRANCO

Print Name Michelle Broddrick

Print Name  
512-943-3646

Signature

Phone Number

Date 7, 20, 17

**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 JUL 21 2017

Signature

Phone Number  
AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Brown wood file organizer - 24 slots		
1	Autoclave sanitizer		
1	TV with VCR	Serial #AB92830241	
1	TV on rolling cart	Serial #V51239037A	
1	Wooden Chair		
1	Radio		
1	Briefcase		

## Parties involved:

**FROM** (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

MICHELLE BRODDRICK

**Contact Person:**

SUSAN CARRANCO

Print Name

*Michelle Broddrick*

Signature

Date

1, 20, 17

Print Name

512-943-3646

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

Signature

Date

\_\_\_ / \_\_\_ / \_\_\_

Print Name

Phone Number

JUL 21 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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) to be considered for: (Select one)

- ☐ TRANSFER between county departments      ☐ TRADE-IN for new assets for the county  
☒ SALE at the earliest auction      ☐ DONATION to a non-county entity

## Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
3	computer monitors (in server room)		
1	Fax machine (in server room)		
1	Copier (in server room)		

## Parties involved:

FROM (Transferor Department): WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

Transferor - Elected Official/Department Head/

Authorized Staff:

MICHELLE BRODRICK

Contact Person:

SUSAN CARRANCO

Print Name

*Michelle Brodrick*

Signature

Print Name

512-943-3646

Phone Number

Date

7, 20, 17

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 JUL 21 2017

Signature

Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Date

\_\_\_ / \_\_\_ / \_\_\_

For assets donated to a non-county entity:

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## 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	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Veh is 13 years old and has complex engine issues
Department	541 - Emergency Management
County VIN/Serial Number	1FMSU41P14EC84842
Equipment/Door Number	GB0440
License Plate	1110287
Year	2004
Make	Ford
Model	Excursion
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Gregory Williams 7/14/2017 3:11 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
Fleet Comments	Possible blown head gasket, repair exceeds value
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/18/2017 11:02 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 7/24/2017 10:49 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 7/26/2017 4:22 PM
To be completed by Purchasing Department	
Fleet Comments	Possible blown head gasket, repair exceeds value
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 7/27/2017 9:45 AM

Human Resources

# Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Comments	135,855
Department	560 - Sheriffs Office
County VIN/Serial Number	1FMCU03G29KB19644
Equipment/Door Number	SB0930
License Plate	DF1J553
Year	2009
Make	FORD
Model	ESCAPE
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Tony Carter 7/13/2017 10:50 AM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/20/2017 10:44 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 7/24/2017 10:46 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 7/26/2017 4:25 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 7/27/2017 9:56 AM

Human Resources

Created by Williamson County Technology Services

**Commissioners Court - Regular Session****19.****Meeting Date:** 08/01/2017

Check Donation for Gym Equipment

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on accepting a donation to Williamson County Sheriff's Office from Richard Morris in the amount of \$100.00.

**Background**

Richard Morris donated \$100.00 to Williamson County Sheriff's Office for the purchase of gym equipment for the Sheriff's Office employees.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/23/2017 06:14 PM

**Commissioners Court - Regular Session****20.****Meeting Date:** 08/01/2017

Rodriguez Engineering Laboratories Work Authorization 2 for On Call Geotechnical Engineering and Material Testing

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

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**Information****Agenda Item**

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Rodriguez Engineering Laboratories, LLC and Williamson County dated January 10, 2017 for On Call Geotechnical Engineering and Material Testing for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Rodriguez - Geotechnical - WA2

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 12:06 PM

Started On: 07/26/2017 10:55 AM

**WORK AUTHORIZATION NO. 2**

**PROJECT: On Call Geotechnical Engineering and Material Testing**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rodriguez Engineering Laboratories, LLC** (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 **\$50,000.**

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 **September 30, 2017**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Rodriguez Engineering Laboratories, LLC

By: *Donald L. O'Connor*  
Signature

*Donald L. O'Connor*  
Printed Name

*Senior Materials Engineer*  
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 County**

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## **Attachment B - Services to be Provided by Engineer**

The following scope of services will be provided as requested by Williamson County (County) or the County's representative. The Engineer, Rodriguez Engineering Laboratories, LLC (REL) understands that the County has particular project requirements; therefore, scope of services and qualified staff is assigned to meet the needs defined in those specifications.

### **Construction Materials Sampling and Testing**

REL understands the importance of QC/QA testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. REL will provide construction materials sampling and testing services for the County on an as-needed basis for the Geotechnical Engineering and Materials Testing Projects; including both laboratory and field testing of soils, base, concrete, and hot-mix materials, using ASTM or TxDOT testing methods. The testing frequency will be based on the current TxDOT Guide Schedule of Sampling and Testing or as directed by the County. The testing services are including but not are limited to the following:

#### **Geotechnical Investigation:**

- Perform geotechnical investigation as requested by the County including borings, pavement cores, non-destructive testing, etc.
- Collect samples, perform laboratory testing, interpret field data, and prepare reports of substrate properties.
- Provide recommendations and prepare written geotechnical reports for pavement design, bridge foundation, select fill, etc.

#### **Soils Testing:**

- Perform soils testing as required by project specifications or as requested by the County for liquid limit, plasticity index, gradation, moisture/density relations, Texas triaxial, wet ball mill, bar linear shrinkage, soil -lime compression, CTB testing, resistivity of soils, organic content, soil pH, pH/lime series, PI/lime series, deleterious materials, sulfate content of soils, in-place density, thickness determination, pulverization gradation, etc.

#### **Hot Mix Asphaltic Concrete Testing:**

- Perform asphaltic mixture testing as required by project specifications or as requested by the County for voids in mineral aggregates, lab molded density, maximum theoretical specific gravity, gradation, asphalt content, boil test, indirect tensile strength, moisture content, draindown test, hamburg wheel-tracking test, overlay test, thickness, in-place air voids, etc.
- Test HMA pavement as required by project specifications or as requested by the County during installation for segregation profile, joint density, thermal profile, ride quality test, etc.
- Test HMA aggregate as required by project specifications or as requested by the County for L.A. abrasion, magnesium sulfate soundness, SAC, micro-deval, sand equivalent, etc. Hveem stability will be tested if needed.
- Review mix design of HMA as requested.

**Microsurfacing Mixture Testing:**

- Test microsurfacing aggregate as required by project specifications or as requested by the County for magnesium sulfate soundness, gradation, crushed face count, acid insoluble, SAC, and sand equivalent.
- Obtain a minimum of one binder and tack-coat sample per project/source if not pre-approved by CST/M&P before use.

**Seal Coat Testing:**

- Perform seal-coat aggregate testing as required by project specifications or as requested by the County for gradation, LA abrasion, magnesium sulfate soundness, SAC, pressure slake, freeze thaw, unit weight, absorption, angularity, deleterious material, decantation, flakiness index, etc.

**Portland Cement Concrete Testing:**

- Perform PCC testing as required by project specifications or as requested by the County for compressive strength, slump, air content, temperature test, etc.
- Perform concrete aggregate testing as required by project specifications or requested by the County for gradation, decantation, deleterious materials, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, fineness modulus, acid insoluble residue, etc.
- Review mix design of concrete as requested.

### **Attachment C - Work Schedule**

Rodriguez Engineering Laboratories, LLC will provide geotechnical engineering and construction materials testing services for Williamson County Road & Bridge Division (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the Geotechnical Engineering and Materials Testing projects.

## **Attachment D - Fee Schedule**

See attached

**EXHIBIT D**

**RATE SCHEDULE**

<b>Rodriguez Engineering Laboratories, LLC</b>	<b>Unit</b>	<b>Fees</b>
<b>1. Field Technician (2 hr. minimum)</b>		
1.1 Soil Technician	Per hr	\$55.00
1.2 Concrete Technician TxDOT or ACI Grade I	Per hr	\$55.00
1.3 Asphalt Technician		
1.3.1 TxDOT Certified Technician (Level IA & IB)	Per hr	\$55.00
1.3.2 TxDOT Certified Technician (Level II)	Per hr	\$75.00
1.4 Senior Field Inspector	Per hr	\$75.00
1.5 Structural Steel Technician		
1.5.1 CWI	Per hr	\$90.00
1.5.2 NDT Level II	Per hr	\$90.00
1.6. Bolting Inspection	Per hr	\$90.00
1.7 NICET Level III	Per hr	\$90.00
<b>2. Field Testing Equipment (2 hr. minimum, technician time not included)</b>		
2.1 Vehicle		
2.1.1 Vehicle (Within 50 miles from our office)	Per day	\$50.00
2.1.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
2.2 Dye Penetrant – Magnetic Particle Supplies		At Cost
2.3 Ultrasonic Testing Equipment	Per hr	\$23.00
2.4 Concrete Coring Equipment	Per hr	\$39.00
2.4.1 Concrete Core Bit Charges		
2.4.1.1 3 inch diameter core	Per inch	\$4.50
2.4.1.2 4 inch diameter core	Per inch	\$5.50
2.4.1.3 6 inch diameter core	Per inch	\$7.70
2.5 Heavy Falling Weight Deflectometer (20 Test-points minimum, Technician time not included)	Test Point	\$20.00
2.6 Profilograph Testing (Technician time not included)	Day	\$400.00
<b>3. Testing of Soils and Base Materials</b>		
3.1 Bulk Sample Pick-Up		
3.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	\$110.00
3.1.2 Outside the City of Austin ETJ (2 hrs Minimum)	Per hr	\$55.00
3.2 Field Nuclear Density (Without Technician Time (3 Minimum))	Per ea	\$39.00
3.3 Sample Preparation (TEX-101-E)	Per ea	\$68.00
3.4 Natural Moisture Content (TEX-103-E)	Per ea	\$20.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	\$71.00
3.6 Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	\$71.00
3.7 Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	\$46.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$60.00
3.9 Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	\$253.00
3.10 Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	\$253.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	\$253.00
3.12 Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	\$253.00
3.13 Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	\$280.00
3.14 Texas Triaxial Compression Test on Base Material TEX- 117E, Part II; Including the		
3.15 Molding, Curing and Testing 8 Specimens	Per ea	\$1,265.00
3.3 Sample Preparation (TEX-101-E)	Per ea	\$55.00
3.5 Sieve Analysis (TEX-110-E)	Per ea	\$71.00
3.6 Atterberg Limits (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	\$71.00
3.8 Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	\$60.00
3.11 Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	\$253.00
3.16 Wet Ball Mill (TEX-116-E)	Per ea	\$220.00

# EXHIBIT D

## RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
3.17 Permeability/Conductivity of Silt or Clay (ASTM D 5084)	Per ea	\$425.00
3.18 Sample Remolding	Per ea	\$68.00
3.19 Soil Specific Gravity (TEX-108-E)	Per ea	\$68.00
3.20 Soil Lime Compression Test (TEX-121-E), per specimen	Per ea	\$74.00
3.21 Resistivity of Soils (TEX-129-E)	Per ea	\$99.00
3.22 Lime Series Curve (ASTM D 4318)	Per point	\$99.00
3.23 Stabilization Ability of Lime by Soil pH (TEX-121-E Part III) up to 6 Points	Per Each	\$270.00
3.24 Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve), in addition to technician time	Per Point	\$20.00
3.25 Soluble Sulfate Content (TEX-145-E)	Per ea	\$95.00
3.26 pH of Soils (TEX-128-E)	Per ea	\$65.00
3.27 Hydrometer Analysis (ASTM D 422) (Without mechanical sieve analysis)	Per ea	\$104.00
3.28 Thickness Determination (Tex-140-E), in addition to technician time	Per ea	\$18.00
<b>4. Testing of Concrete and Aggregates</b>		
<b>4.1 Sample Pick-Up</b>		
4.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	\$110.00
4.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)	Per hr	\$55.00
4.2 Aggregate Gradation (TEX-401-A)	Per ea	\$71.00
4.3 Specific Gravity of Aggregate	Per ea	\$55.00
4.4 Absorption of Aggregate	Per ea	\$36.00
4.5 Unit Weight of Aggregate	Per ea	\$36.00
4.6 Abrasion Test (TEX-410-A)	Per ea	\$242.00
4.7 Decantation (TEX-406-E)	Per ea	\$33.00
4.8 Organic Impurities, Tex-408-A	Per ea	\$50.00
4.9 Soundness, Sodium or Magnesium, 5 cycles (Tex-411-A)	Per ea	\$355.00
4.10 Concrete Cylinder Compressive Strength (TEX-418-A)	Per ea	\$25.50
4.11 Beam Flexural Strength (TEX-420-A or TEX 448-A)	Per ea	\$38.50
4.12 Coarse Aggregate Angularity	Per ea	\$74.00
4.13 Fine Aggregate Angularity	Per ea	\$74.00
4.14 Flat, Elongated Particles	Per ea	\$74.00
4.15 Deleterious Materials (Clay Lumps/Friable Part I)	Per ea	\$66.00
4.16 Crushed Face Count	Per ea	\$75.00
4.17 Sand Equivalent (Clay Content), Tex-203-F	Per ea	\$86.00
<b>5. Testing of HMA and Liquid Asphalt</b>		
<b>5.1 Bag Sample Pick-up From Source, Project, or Field Office</b>		
5.1.1 Inside the City of Austin ETJ (2 hrs or less tech time)	Per Trip	\$110.00
5.1.2 Outside the City of Austin ETJ ( 2 hrs Minimum)	Per hr	\$55.00
<b>5.2 Obtaining Field-cut Specimens</b>		
5.2.1 0" to 6" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$93.50
5.2.2 > 6" to 10" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$104.50
5.2.3 > 10" to 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)	Per ea	\$137.50
5.2.4 > 14" Depth & 6" Ø, including patching & sample Preparation, 3 minimum)		\$137.50
plus \$5 per inch beyond 14"		\$5.50
5.3 Specimen Molding by TGC, Tex-206-F (3 per set)	Per ea	\$60.00
5.4 Specimen Molding by SGC, Tex-241-F (3 per set)	Per ea	\$85.00
5.5 Bulk Density of Compacted Specimens, Tex-207-F, Part I (3 per set)	Per ea	\$60.00
5.6 Hveem Stability, Tex-208-F (3 per set)	Per ea	\$60.00
5.7 Asphalt Content by Extraction, Tex-210-F	Per ea	\$161.00
5.8 Asphalt Content by Ignition Oven, Tex-236-F	Per ea	\$161.00
5.9 Gradation of Aggregate from Extraction or Ignition, Tex-200-F	Per ea	\$71.00

## EXHIBIT D

### RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
5.10 Maximum Theoretical Specific Gravity, Rice Method (TEX-227-F)		
5.10.1 Bag Sample, Rice	Per ea	\$50.00
5.10.2 Core Sample, Rice	Per ea	\$60.00
5.11 Bulk Density of Core Specimens (Tex-207-F, Part I)	Per ea	\$24.00
5.12 Bulk Density of Core Specimens (Vacuum Method) (Tex-207-F, Part I & VI)	Per ea	\$60.00
5.13 Sand Equivalent, Tex-203-F	Per ea	\$86.00
5.14 Micro Deval Abrasion (Tex-461-A)	Per ea	\$220.00
5.15 Indirect Tensile Strength, Tex-226-F (Molding Not Included)	Per ea	\$65.00
5.16 Residue by Evaporation	Per ea	\$135.00
5.17 Boiling Stripping Test (Tex-530-C)	Per ea	\$100.00
5.18 Hamburg Wheel Tracker (Tex-242-F)	Per ea	\$500.00
5.19 Hamburg Wheel Tracker (Tex-242-F) (Molded by Client)	Per ea	\$350.00
5.20 Cantabro Loss (Tex-245-F) (Molding Not Included)	Per ea	\$100.00
5.21 Absorption Recovery, Tex-211-F (Extraction Not Included)	Per ea	\$214.00
5.22 Storage Stability (24 Hrs)	Per ea	\$100.00
5.23 Density of Emulsified Asphalt (ASTM D6937)	Per ea	\$65.00
5.24 Demulsibility (Anionic or Cationic Emulsions)	Per ea	\$65.00
5.25 Viscosity (Brookfield or Saybolt)	Per ea	\$55.00
5.26 Penetration	Per ea	\$57.00
5.27 Ductility	Per ea	\$91.00
5.28 Float Test	Per ea	\$75.00
5.29 Elastic Recovery	Per ea	\$75.00
5.30 Cement Mix	Per ea	\$65.00
5.31 Softening Point (Ring and Ball)	Per ea	\$91.00
5.32 Absolute Viscosity (Culback Asphalt or Coal Tars)	Per ea	\$57.00
5.33 Residue by Distillation (Culback or Emulsified Asphalts)	Per ea	\$135.00
5.34 Breaking Index (Asphalt Emulsions)	Per ea	\$85.00
5.35 Sieve Test	Per ea	\$40.00
<b>6. Geotechnical Services</b>		
6.1 Mobilization/Demobilization (Within 50 miles from our office), 2-Man Crew with Rig	Per ea	\$250.00
6.2 Mobilization/Demobilization, 2-Man Crew with Rig (More than 50 miles from our office)	Per mile	\$3.20
6.3 Vehicle (Water Truck, Pick-Up, etc.)		
6.3.1 Vehicle (Within 50 miles from our office)	Per day	\$50.00
6.3.2 Vehicle (More than 50 miles from our office)	Per mile	IRS Rate
6.4 Technician (Drilling Support)		
6.4.1 Helper, Engineering Technician (Mobilization/Demobilization)	Per hr	\$55.00
6.4.2 Logger, Senior Engineering Technician (Portal to Portal)	Per hr	\$75.00
6.5 Drilling		
6.5.1 Auger or Wash Borings, Soil (Add \$3.00/LF for drilling deeper than 50 ft)	Per LF	\$15.00
6.5.2 Auger or Coring, Soft Rock	Per LF	\$20.00
6.5.3 Rock Coring	Per LF	\$22.50
6.6 Grout/Bentonite Backfill	Per LF	\$4.50
6.7 Undisturbed Shelby Tube Sample	Per ea	\$25.00
6.8 Standard Penetration Test	Per ea	\$45.00
6.9 Texas Cone Penetration Test	Per ea	\$45.00
6.10 Dynamic Cone Penetrometer (Without Technician time)	Per ea	\$125.00
6.11 Unconsolidated/Consolidated Undrained Triaxial (Multiple Stage)	Per ea	\$515.00
6.12 Consolidated Drained Triaxial (Multiple Stage)	Per ea	\$750.00
6.13 Organic Content Determination	Per ea	\$95.00

## EXHIBIT D

### RATE SCHEDULE

Rodriguez Engineering Laboratories, LLC	Unit	Fees
6.14 Consolidation Test	Per ea	\$525.00
6.15 California Bearing Ratio (CBR) Test	Per ea	\$485.00
6.16 Dry Unit Weight Test	Per ea	\$35.00
6.17 Unconfined Compressive Strength Test	Per ea	\$55.00
6.18 Traffic Control (Safety Cones and Signs)	Per day	\$250.00
6.19 Traffic Control (Single Moving Lane Closure)	Per day	\$880.00
6.20 Flagging Services (Incl. Equipment, Set-up, Two-man Crew)	Per day	\$980.00
6.21 Patching Bores/Cores	Per ea	\$25.00
6.22 Bulk Sample (Triaxial, Proctor, etc)	Per hr	\$55.00
6.23 Cut & Excavate Test Pit on Pavement, Approx. 18"x18", Inc. Sampling	Per ea	\$200.00
6.24 Standby Time (Drill Rig and Crew)	Per hr	\$195.00
7. Engineering Consultation		
7.1 Principal	Per hr	\$145.00
7.2 Senior Project Manager	Per hr	\$130.00
7.3 Project Manager	Per hr	\$115.00
7.4 Project Engineer	Per hr	\$115.00
7.5 Senior Geologist	Per hr	\$106.00
7.6 Laboratory Manager	Per hr	\$106.00
7.7 Graduate Engineer	Per hr	\$85.00
7.8 Senior Engineering Technician	Per hr	\$75.00
7.9 Secretary/Clerical	Per hr	\$48.00
8. Outside Services (Reimbursables)		At Cost
9. Subconsultants		At Cost

- Ø Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
- Ø The densities test unit rate is based on a minimum of 3 tests per trip.
- Ø Transportation charges are applicable for all field testing assignments including sample pick up.  
but, if the technician is already at the job site, there is no sample pick up charges.
- Ø Subconsultants' fees shall be approved previous to work beginning.

**Commissioners Court - Regular Session****21.****Meeting Date:** 08/01/2017

City of Hutto Co-op District

**Submitted For:** Larry Madsen**Submitted By:** Julia Cooper, Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Hear presentation from the City of Hutto regarding the "Co-op District located in the City of Hutto's Old Town."

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julia Cooper

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 02:58 PM

**Commissioners Court - Regular Session****22.****Meeting Date:** 08/01/2017

Bluebonnet Trails Presentation

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a presentation by Andrea Richardson regarding Bluebonnet Trails Community Services.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:48 AM

Started On: 07/26/2017 04:43 PM

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/01/2017

Update from Financial Advisor Regarding Refunding

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

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**Information****Agenda Item**

Hear update from Dan Wegmiller of Specialized Public Finance regarding results of the Limited Tax Refunding Bonds, Series 2017 and the defeasance of debt.

**Background**

Dan Wegmiller, Financial Advisor for the County, will present this information. Attached is a summary regarding the refunding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Limited Tax Refunding Bonds, Series 2017 Summary

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:48 AM

Started On: 07/27/2017 07:59 AM

**Williamson County, Texas**  
**Limited Tax Refunding Bonds, Series 2017**

Refunding Results and History						
	FINAL 6/27/17	Initial Release 6/27/17	6/16/17	5/31/17	4/26/17	10/17/16
Total Savings	\$4,461,960	\$4,323,931	\$3,794,692	\$3,715,870	\$2,926,147	\$2,464,798
Net PV Savings	\$3,618,144	\$3,504,286	\$3,051,921	\$2,990,191	\$2,289,239	\$1,908,419
Net PV Savings %	7.72%	7.47%	6.51%	6.38%	4.88%	4.68%
New Refunding Par	\$43,230,000	\$43,325,000	\$43,855,000	\$43,830,000	\$44,000,000	\$39,755,000
Refunded Par	\$46,895,000	\$46,895,000	\$46,895,000	\$46,895,000	\$46,870,000	\$40,805,000
True Interest Cost (%)	2.43%	2.44%	2.53%	2.53%	2.71%	2.51%

Refunded Bonds				
Issue	Par	Maturities	Rates	Callable
Series 2010 Pass-Through Bonds	\$ 9,310,000	2021-2022, 2025-2027, 2031	4.00% - 5.00%	2/15/20
Series 2011 U/L Tax Road Bonds	37,585,000	2022 - 2032	4.00% - 4.625%	2/15/20
	\$ 46,895,000			

Annual Debt Service Savings							
FY	Refunded Bonds			Series 2017 Refunding Bonds			Annual Savings
	Principal	Interest	Total	Principal	Interest *	Total	
2017	\$ -	\$ 988,331	\$ 988,331	\$ -	\$ 976,099	\$ 976,099	\$ 12,232
2018	-	1,976,663	1,976,663	-	1,884,319	1,884,319	92,344
2019	-	1,976,663	1,976,663	-	1,884,319	1,884,319	92,344
2020	-	1,976,663	1,976,663	-	1,884,319	1,884,319	92,344
2021	1,250,000	1,945,413	3,195,413	970,000	1,874,619	2,844,619	350,794
2022	4,190,000	1,823,788	6,013,788	3,880,000	1,787,319	5,667,319	346,469
2023	3,000,000	1,673,413	4,673,413	2,670,000	1,656,319	4,326,319	347,094
2024	3,130,000	1,550,813	4,680,813	2,800,000	1,532,919	4,332,919	347,894
2025	4,785,000	1,392,513	6,177,513	4,480,000	1,350,919	5,830,919	346,594
2026	4,995,000	1,196,913	6,191,913	4,725,000	1,120,794	5,845,794	346,119
2027	5,205,000	990,688	6,195,688	4,960,000	889,684	5,849,684	346,003
2028	3,725,000	807,534	4,532,534	3,460,000	724,800	4,184,800	347,734
2029	3,900,000	647,831	4,547,831	3,580,000	619,200	4,199,200	348,631
2030	4,095,000	475,378	4,570,378	3,750,000	471,750	4,221,750	348,628
2031	6,310,000	246,319	6,556,319	5,980,000	228,500	6,208,500	347,819
2032	2,310,000	53,419	2,363,419	1,975,000	39,500	2,014,500	348,919
	\$ 46,895,000	\$ 19,722,338	\$ 66,617,338	\$ 43,230,000	\$ 18,925,378	\$ 62,155,378	\$ 4,461,960

\* FY 2017 Debt Service on Series 2017 Bonds shown net of issuer contribution and deposit to debt service fund.

**Commissioners Court - Regular Session****24.****Meeting Date:** 08/01/2017

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/17/2017

**Reviewed By**

Wendy Coco

**Date**

07/17/2017 08:46 AM

Started On: 07/17/2017 08:41 AM

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/01/2017

2013 Road Bond Transfer

**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$600,000 from 2013 Road Bond Non-Departmental (P290) to CR 258 Phase II (P256) of \$450,000, Bagdad Road (P317) of \$100,000 and CR 305 at IH-35 (P306) of \$50,000.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**2013 Road Bond Transfer

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:48 AM

Started On: 07/27/2017 08:16 AM

# Memo

**To:** Emmeline Palma, Williamson County Auditor's Office

**Cc:** Tomika Lynce, Williamson County Auditor's Office

**From:** Michael J. Weaver

**Date:** July 25, 2017

**Re:** 2013 Road Bond Budget Transfers

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

- Move \$450,000.00 from P-290 2013 Unallocated to P-256 CR 258 Phase II
- Move \$100,000.00 from P-290 2013 Unallocated to P-317 Bagdad Road
- Move \$50,000.00 from P-290 2013 Unallocated to P-306 CR305 @ IH-35

If you have any questions, please let me know.

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

**Commissioners Court - Regular Session****26.****Meeting Date:** 08/01/2017

Intertech Flooring Contract for Jail

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the service agreement with Intertech Flooring, for carpet installations at the Jail in the amount of \$34,057.51, under TXMAS contract No. TXMAS-13-72020.

**Background**

This contract is for InterTech flooring to replace carpet and vinyl tile at the Sheriff's Office.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Jail - Intertech Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 07/24/2017

**Reviewed By**

Wendy Coco

**Date**

07/24/2017 11:49 AM

Started On: 07/24/2017 11:18 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR CARPET INSTALL  
(Williamson County Jail)  
(TXMAS #13-72020)**

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**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **W.E. Imhoff & Company, Inc. d/b/a "Intertech Flooring"**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

- A. As described in the attached Statement of Work/Quotation, dated June 19, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$34,057.51, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

#### V.

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

**A. As described in the attached Statement of Work/Quotation, dated June 19, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates evidencing required coverages.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

#### VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent

contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

**IX.**

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**X.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof.

**XI.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XII.**

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

**XIII.**

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the

information at all times.

**XV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVIII.**

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

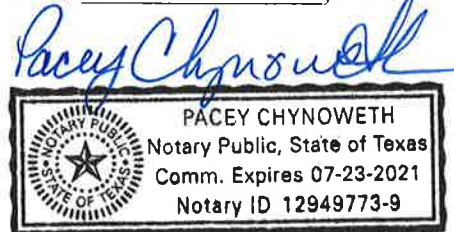
Billy Chrzan  
Authorized Signature

\_\_\_\_\_  
Printed Name

Billy Chrzan  
Printed Name

Date: \_\_\_\_\_, 2017

Date: 6/22, 2017



**Exhibit "A"**  
**Statement of Work/Quotation**  
**(dated June 19, 2017 and incorporated herein as if copied in full)**

June 19, 2017

Dwayne Gossett – WILCO  
[DGossett@wilco.org](mailto:DGossett@wilco.org)  
512-943-1611  
512-930-3313



Re: WILCO Jail - TXmas

Dear Dwayne,

Our proposal is as follows:

To provide labor and material necessary to install-

- Carpet – Patcraft Color: 00592 Power
  - Vim Modular | I0301 | Patcraft Commercial Carpet and Commercial Flooring Jail area 1, 2, 3, and 4 only
- Resilient – Rubber 4" standard base Color: TBD
- VCT Demo and Install – Brand and Color TBD
- Transitions (rubber)
- Carpet Demo
- Minor Floor prep
- During normal business hours

Total **\$34,057.51**

TXmas: **Dealer VID:** 17425061557

Please exclude: Overtime, furniture, tax, major floor prep, sealed concrete, dumpster, Wood base, moisture or PH barriers, vacuuming, waxing, mopping and protection of our finished product from damage by others, any other type of flooring or its accessory not specifically mentioned above.

Respectfully submitted

*Billy Chrzan*

Billy Chrzan  
Project Manager/ Safety Coordinator  
Director of Wood Flooring  
C 512.771.1880  
O 512.385.4574 x-352  
E [bchrzan@intertechflooring.com](mailto:bchrzan@intertechflooring.com)

**AUSTIN**  
1106 Smith Road  
Suite 100  
Austin, Texas  
78721

P.O. Box 17217  
Austin, Texas  
78760-7217

P (512) 385-4574  
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**SAN ANTONIO**  
4710 Perrin Creek  
Suite 380  
San Antonio, Texas  
78217

P (210) 650-9670  
F (210) 590-6274



[www.intertechflooring.com](http://www.intertechflooring.com)

W.E. Imhoff & Company, Incorporated

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/01/2017

Justice Center CSCD Remodel P312 - Change Order 2

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on CO #2 to the Agreement Between Williamson County and S&G Contracting, Inc., in the amount of \$54,166.81 to be paid from the Owner's Contingency, for electrical, acoustical, HVAC, fire stopping and removal of a data rack for the Williamson County Justice Center – CSCD Remodel Project.

**Background**

This change order provides for a new grid ceiling, lighting and related work at the Justice Centers 1<sup>st</sup> floor shell space adjacent to the newly remodeled (in progress) CSCD space.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[CSCD Change Order 2](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 09:39 AM



## Change Order No.2R

Date Submitted: July 13, 2017  
Submitted to: Williamson County Texas  
C/O Brody Harris, AIA  
BGLY Architects


**RE: Work changes for project Williamson County – Justice Center CSCD Build-Out (See attached sub proposal back up for scope of each line item)**

S&G Contracting, Inc. respectfully submits this change in the amount of **\$54,166.81 (Fifty four thousand one hundred sixty six dollars and 81/100)**

Description/Breakdown is as follows:

1. Cost from M&C Electric as per specifications & directions as per request: \$ 18,372.00
2. Cost from TMC Enterprises as per specifications & directions as per request: \$9,100.00
3. Cost from Air Craft as per specifications & directions as per request: \$ 13,795.10
4. Cost from Cardel as per specifications & directions as per request: \$ 2,195.00
5. Direct cost for requested changes(i.e.: fuel, material, labor, supplies & extra haul off): \$4,346.21
6. Subtotal: \$47,808.31
7. S&G OH&P: \$4,780.83
8. Bond & Ins.: \$1,577.67
9. Total Changes: \$54,166.81

If you have any questions, please do not hesitate to call us. We can be reached at 512.331.8799 or 512.331.4228,  
Or [shane@sginc.biz](mailto:shane@sginc.biz)

  
Jimmy S. Gibson  
S&G Contracting Inc.

8883 Ardmore Mill Road, Suite 100, Dallas, TX 75244  
**Email:** [sales@sginc.biz](mailto:sales@sginc.biz) **Fax:** 512 331 8795 **Tel:** 512 331 8799 **Toll Free:** 866 880 8799  
S&G Contracting, Inc.





## **M&C Electric Inc.**

7/13/17

### **Williamson County Justice Center CSCD Unfinished Space**

9701 Brown Lane C #305, Austin, Tx 78754

Eric Cain 512-293-5144

Ricky Masters 512-468-4662

Fax 512-926-8022

TECL # 24004

[Ricky@mandcelectric.com](mailto:Ricky@mandcelectric.com)

#### **Scope:**

Provide material and labor to complete the electric portion of the requested job per drawings dated 7/5/17

#### **Exclusions, if applicable:**

Utility Fees

Existing Code Violations

Hook up of temporary trailers, generators or connex boxes

Asphalt and Concrete cut, patch, and haul off

Sheet Rock Repair

Roof penetrations and flashings

Fire Alarm

Data

Control conduit and wire

Tax

#### **Price:**

We propose a price of Seventeen Thousand Eight Hundred Forty Three dollars and zero cents (\$17,843.00) For the above referenced scope.

#### **Add Alt:**

Provide ceiling back boxes and brackets for the unfinished spaces FA devices

Five Hundred Twenty Nine dollars and zero cents (\$529.00) +

18,372.00

This price is based on normal working hours, Monday through Friday, 7:00 AM to 3:30 PM Price is good for 30 days from date at top of page. If this price is approved, please sign this letter and fax it back to us at 512-926-8022

If you have any question or we may be of further assistance please do not hesitate to call.

Sincerely,

**M&C Electric Inc.**

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)



## Change Order 2 - REVISED

ATTN: Gary Diehl  
BUILDER: S&G Contracting  
PROJECT: Williamson County Justice Center  
SUBJECT: ASI#3 - Adjacent Tenant Space Acoustic Ceiling

This change order includes all labor, materials, and equipment to complete the project under the following conditions:

Change Order Total: \$ 9,100

SCOPE &  
Qualifications:

We will provide material and labor to do the following work at the above-referenced job:

Inclusions:

- \* New acoustic ceiling tile and grid in tenant space to match spec for Justice Center ceiling.
- \* Acoustic ceiling is Armstrong #1714 2x4 in standard 15/16" grid.
- \* Assumes a deck height not to exceed 16' a.f.f.
- \* Per ASI#3 note #12, 3-1/2" unfaced fiberglass batt insulation is included above entire new ceiling.
- \* Excludes drywall, metal framing, and any other scope not addressed above.

TCM Enterprises - Texas

By signing below, builder accepts this Change Order.

*Brian Kiddy*

7/12/17

By: Brian Kiddy  
[brian@tcmenterprises.net](mailto:brian@tcmenterprises.net)

Date

By:

Date

**AIR CRAFT, INC.**

*Air Conditioning, Refrigeration, Heating*  
1916 Picadilly Drive, Round Rock, Texas 78664  
(512) 836-1690 (phone)  
(512) 836-4988 (fax)  
TACLA020519C

**DATE:** 7/10/2017  
**TO:** S&G CONTRACTING  
**ATTENTION:** SHANE GIBSON/GARY DIEHL  
**PHONE:**  
**FAX:**  
**LOCATION:** WILLIAMSON CNTY JUSTICE CTR

***We propose to furnish and install the following:***

ADD/REVISE/DEMO DUCT WORK, AIR DEVICES, ALONG  
WITH TEST & BALANCE FOR PROPOSED SPACE NEXT DOOR  
TO CURRENT PROJECT NOTED IN ASI #3.

**Quote Includes:** MATERIALS- \$8001.00, LABOR- \$4540.00  
10% OH&P- \$1,254.10

***BID AMOUNT: \$13,795.10*** \_\_\_\_\_

***EXCLUSIONS:***

***"Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas  
78711, (800) 803-9202 or (512) 463-6599  
Terms: C.O.D.***

**APPROVAL:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_



8127 Mesa Drive  
Suite B206-117  
Austin, Texas 78759

512-271-5555 (Voice)  
512-271-5550 (Fax)  
Toll Free 1-877-9CARDEL

[www.cardelsystems.com](http://www.cardelsystems.com)

Wilco CJC Ceiling Drop Down  
405 MLK  
Georgetown, Texas

Attention: Estimate Dept

### **Life Safety Systems Re-model Installation Estimate**

Cardel Systems is proposing to install fire alarm system devices and the installation that will include all fire alarm devices as shown on the plans provided and specifications, shop drawings, wire, labor, programming, testing and certification.

**All fire stopping, 120 vac circuits, 120 vac connections, conduit, phone lines, standard electrical boxes, penetrations, and connections to any equipment provided by others, except for dry contacts or listed pre-action solenoids, will be excluded. (Note: Duct Detectors provided by others, excludes fire alarm area outside of scope of work)**

Any overtime or holiday labor cost required by schedule revisions not already in the bid documents, applicable taxes, work stoppages, delays caused by others (including all conduit required to maintain an orderly device installation schedule), or circumstances beyond our control will be excluded.

The system will be warranted for one (1) year from the date of acceptance or beneficial use, whichever occurs first.

Electronic media CAD backgrounds will be required for shop drawings. Provide program, tie to monitoring station and test operation. All equipment required to meet AHJ approval. Proposal is based on blueprints provided. Pricing for this proposal is as follows:

**Installation of Fire Alarm System Devices in plans provided (Note: Duct Detectors provided by others) Bring down smokes to new grid**

**Installation of devices per plans provided, design, permits and AHJ testing:**

**Total Remodel  
Taxes not Included**

**\$ 2,195.00**

Thank you for the opportunity to provide this estimate and we look forward to providing the quality equipment and services you require. If you have any questions or need more information please give me a call at 512-271-5555. You may authorize us to perform the above work by signing the approval below and returning to our office.

## **AGREEMENT**

### **PAYMENT**

The Customer shall pay **CARDEL** within 25 days of the invoice date. If needed a breakdown of total sum is attached. If the Customer fails to pay the full amount due, **CARDEL**, may at its option, terminate this contract, and in any event, will not be obligated to perform any additional work until payment of the amount past due has been received by **CARDEL**. (Options for quarterly installments upon request and approval from both parties)

### **GENERAL TERMS AND CONDITIONS:**

- This agreement assumes that the covered systems are operable and up to code as of the date of this agreement. If, after the initial inspection, it is determined that the covered systems need repairs due to code violations, **CARDEL** will submit pricing in order to bring such systems up to code. If the system violations are not corrected the coverage shall become null and void as it pertains to that portion of the system. **CARDEL** is released from all liability in this situation
- All work will be performed during normal working hours unless otherwise specified within this agreement.
- The agreement price will be adjusted to reflect any additions or new facilities.
- The agreement price will be adjusted to reflect any changes in ownership of a facility.
- Acts of storms and lightning or vandalism, whether accidental or otherwise, will not be covered.

### **ACCEPTANCE OF TERMS:**

No changes or modifications are to be made without the express written consent of an executive officer of the company. **CARDEL** is not bound by any provisions printed or otherwise at variance with this agreement that may appear on any acknowledgement or other form used by owner, such provisions being hereby expressly rejected.

### **LIMITATION OF LIABILITY:**

**CARDEL** makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of **CARDEL** shall constitute a warranty by **CARDEL** or give rise to any liability or obligation.

**CARDEL's** liability to Customer for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Customer shall hold **CARDEL** harmless from any and all third party claims for personal injury, death or property

damage, arising from Customer's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall **CARDEL** be liable for any special, indirect, incidental, consequential or liquidated, penal or any economic loss damages of any character, including but not limited to loss of use of the Customer's property, lost profits or lost production, whether claimed by the Customer or by any third party, irrespective of whether claims or actions for such damage are based upon contract, warranty, negligence, tort, strict liability or otherwise.

**Term & Invoicing:**

An invoice will be generated at time of contract execution due to the installation of the fire alarm systems. Payment terms are NET 25 Days.

**SUBMITTED BY:**

**ACCEPTED BY:**

**Paul Cardenas**

SIGNATURE \_\_\_\_\_

**Cardel Systems LLC**

NAME \_\_\_\_\_

**July 13, 2017**

TITLE \_\_\_\_\_

DATE \_\_\_\_\_



2204 Forbes Drive  
Suite 101  
Austin, TX 78754  
512.977.0390 t  
512.977.0838 f  
[www.blgy.com](http://www.blgy.com)

**Williamson County – Justice Center CSCD**

ASI # 2 – 6/16/2017

Owner requested modifications to the data system.

Remove specified data rack and store in adjacent space for owners later use.  
Add data runs to wifi

See attached sheets for further information:

Sheet T101

- TECHNICAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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  20. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

2. EXISTING FLOOR PLAN

1. EXISTING FLOOR PLAN



BGY ARCHITECTURE  
405 MARTIN LUTHER KING  
ST., GEORGETOWN, TX, 78628  
(512) 261-1000  
www.bgyarch.com

NO. 100  
405 MARTIN LUTHER KING  
ST., GEORGETOWN, TX, 78628  
(512) 261-1000

NO. 100  
405 MARTIN LUTHER KING  
ST., GEORGETOWN, TX, 78628  
(512) 261-1000

**JUSTICE CENTER REMODEL**  
**WILLIAMSON COUNTY**  
405 MARTIN LUTHER KING  
ST., GEORGETOWN, TX, 78628

NO. 100  
405 MARTIN LUTHER KING  
ST., GEORGETOWN, TX, 78628  
(512) 261-1000  
www.bgyarch.com



**Commissioners Court - Regular Session****28.****Meeting Date:** 08/01/2017

Real Estate Contract

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Rising Gate Properties, Inc. for future arterial right of way.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Crossroad Acres Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 10:57 AM

Started On: 07/27/2017 09:43 AM

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by RISING GATE PROPERTIES, INC., a Texas corporation (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 tract of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

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**

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller shall be the sum of FIFTY-FOUR THOUSAND NINE HUNDRED THIRTY and 00/100 Dollars (\$54,930.00).

#### **Payment of Purchase Price**

2.02. The Purchase Price 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;

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Capital Title, 2300 Greenhill Drive #1000, Round Rock, Texas 78664, on or before August 4, 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 Special Warranty 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 by, through, or under Grantor, but not otherwise, 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 of Exhibit "B", attached hereto.

(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 if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

#### 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

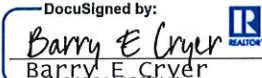
8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

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.

**SELLER:**

RIISING GATE PROPERTIES, INC.,  
a Texas corporation

By:   
\_\_\_\_\_, its  
President

Address: 305 Limestone Terrace Suite C-1  
Jarrell, TX 76537

Date: 7/25/2017

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

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

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

## Exhibit "A"

### METES AND BOUNDS DESCRIPTION

FOR A 5.493 ACRE TRACT OF LAND LOCATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1 – CALLED 22.50 ACRES, TRACT 2 – CALLED 25.00 ACRES AND TRACT 3 – CALLED 23.43 ACRES, CONVEYED TO RISING GATE PROPERTIES, INC., RECORDED IN DOCUMENT NO. 2016112269 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 5.493 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING, INC. DURING THE MONTH OF JULY, 2017 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the southwest corner of said 22.50 acre Rising Gate Properties, Inc., tract and the northwest corner of a called 17.00 acre tract of land conveyed to Barbara Brabandt-Delaguila et al, recorded in Document No. 2016033164 of the Official Public Records of Williamson County, Texas, said 17.00 acre tract of land being more fully described in Volume 688, Page 44 of the Deed Records of Williamson County, Texas, and being on the easterly right-of-way line of County Road 308 a variable width right-of-way, for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southwest corner of said 17.00 acre Brabandt-Delaguila tract, bears S 21°09'53" E for a distance of 583.13 feet;

THENCE, **N 21°10'07" W** with the west boundary line of said 22.50 acre Rising Gate Properties, Inc., tract, the west boundary line of said 23.43 acre Rising Gate Properties, Inc., tract, the west boundary line of said 25.00 acre Rising Gate Properties, Inc., tract and said easterly right-of-way line of County Road 308 for a distance of **2404.10 feet** to a 1/2" iron rod found monumenting the most westerly northwest corner of said 25.00 acre Rising Gate Properties, Inc., tract, for the most westerly northwest corner hereof;

THENCE, **N 28°45'53" E** for a distance of **43.01 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the most northerly northwest corner of said 2.500 acre Rising Gate Properties, Inc., tract, same being on the southerly right-of-way line of County Road 307 a variable width right-of-way, for the most northerly northwest corner hereof;

THENCE, **N 69°19'01" E** with the north boundary line of said 25.00 acre Rising Gate Properties, Inc., tract and said southerly right-of-way line of County Road 307 for a distance of **1241.33 feet** to a 3/4" iron rod found monumenting the northeast corner of said 25.00 acre Rising Gate Properties, Inc., tract and the northwest corner of a called 64.797 acre tract of land conveyed to Jose Garcia, recorded in Document No. 2017005987 of the Official Public Records of Williamson County, Texas, said 64.797 acre tract of land being more fully described in Document No. 2014091104 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 21°04'29" E** with the east boundary line of said 25.00 acre Rising Gate Properties, Inc., tract and the west boundary line of said 64.797-acre Garcia tract for a distance of **5.00 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;

THENCE, through the interior of said 25.00 acre Rising Gate Properties, Inc., tract and said 23.43 acre Rising Gate Properties, Inc., tract, the following three (3) courses and distances:

1. **S 69°19'01" W** for a distance of **1239.23 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;

2. **S 21°10'07" E** for a distance of **1546.19 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;
3. **N 69°03'54" E** for a distance of **1236.67 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the east boundary line of said 23.43 acre Rising Gate Properties, Inc., tract and the west boundary line of said 64.797-acre Garcia tract, for an angle point hereof;

THENCE, **S 21°04'29" E** with the east boundary line of said 23.43 acre Rising Gate Properties, Inc., tract, the east boundary line of said 22.50 acre Rising Gate Properties, Inc., tract and the west boundary line of said 64.797 acre Garcia tract, passing at a distance of 109.84 feet a 1/2" iron rod found, in all a total distance of **120.02 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof, from which a 3/4" iron rod found monumenting the southeast corner of said 22.50 acre Rising Gate Properties, Inc., tract, the southwest corner of said 64.797 acre Garcia tract, the northeast corner of said 17.00 acre Brabrandt-Delaguila tract bears **S 21°04'29" E** for a distance of 760.76 feet;


THENCE, through the interior of said 22.50 acre Rising Gate Properties, Inc., tract, the following two (2) courses and distances:

1. **S 69°03'54" W** for a distance of **1236.47 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for an angle point hereof;
2. **S 21°10'07" E** for a distance of **760.70 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the south boundary line of said 22.50 acre Rising Gate Properties, Inc., tract and the north boundary line of said 17.00-acre Brabrandt-Delaguila tract, for an angle point hereof;

THENCE, **S 69°04'07" W** with the south boundary line of said 22.50 acre Rising Gate Properties, Inc., tract and the north boundary line of said 17.00-acre Brabrandt-Delaguila tract for a distance of **35.00 feet** to the **POINT OF BEGINNING** hereof and containing 5.493 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASE ON COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015.

A sketch has been prepared to accompany this metes and bounds description.

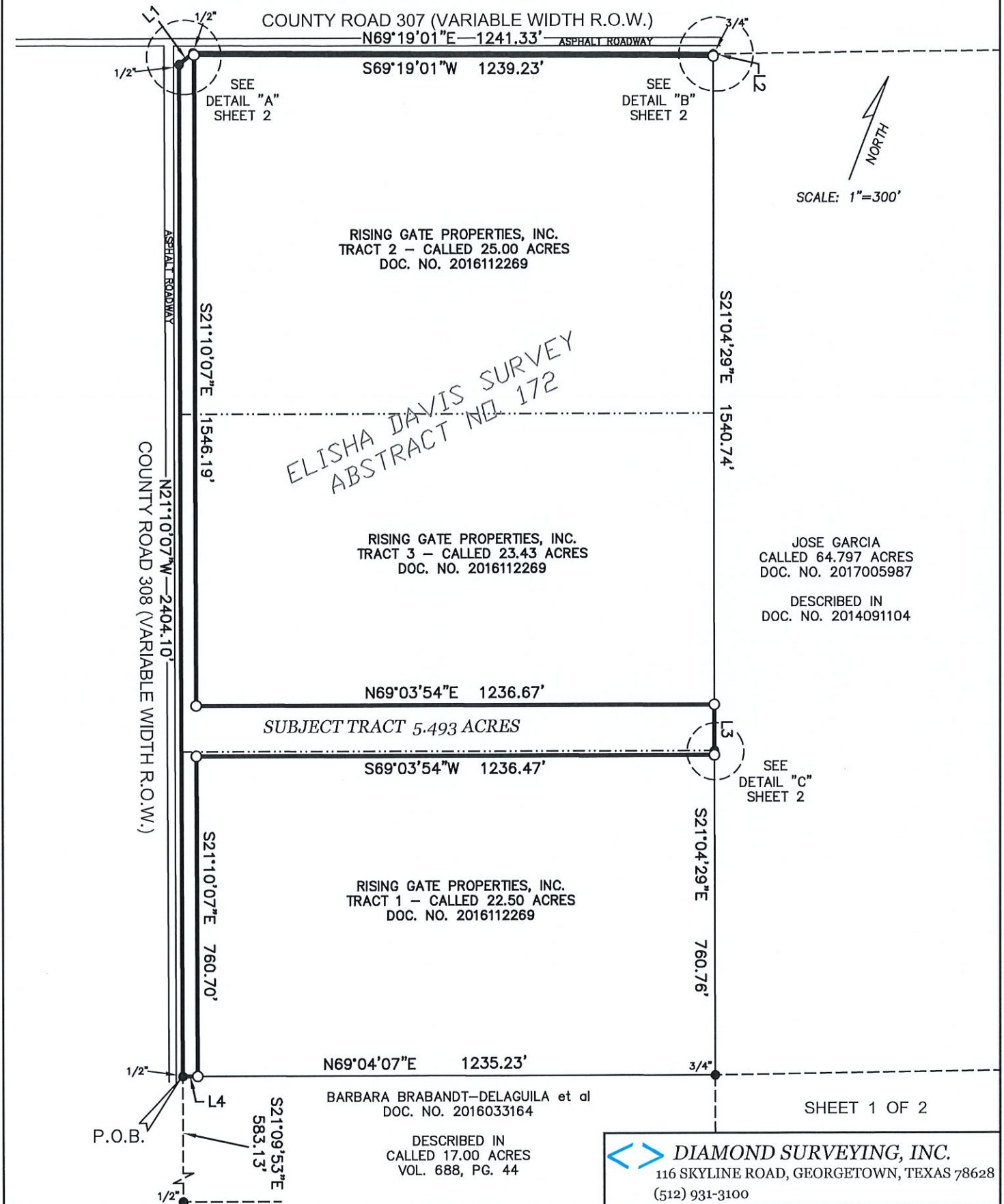
 **DIAMOND SURVEYING, INC.**  
116 SKYLINE ROAD, GEORGETOWN, TX 78628  
(512) 931-3100

  
SHANE SHAFER, R.P.L.S. NO. 5281      July 19, 2017  
DATE



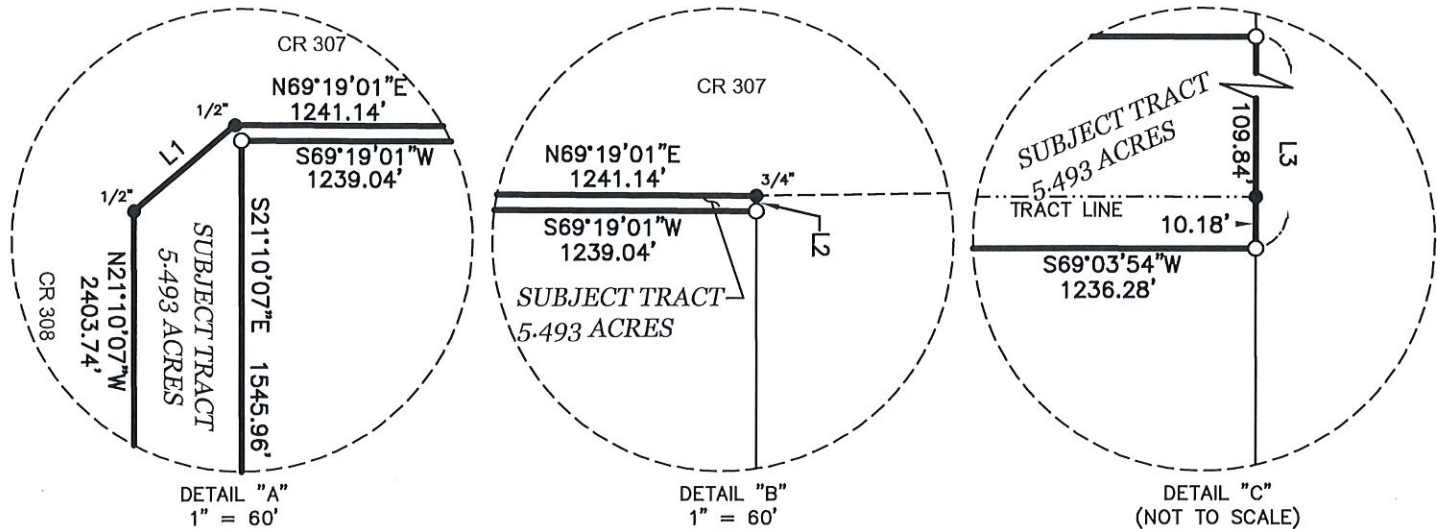
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 5.493 TRACT OF LAND BEING LOCATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1 - CALLED 22.50 ACRES, TRACT 2 - CALLED 25.00 ACRES AND TRACT 3 - CALLED 23.43 ACRES, CONVEYED TO RISING GATE PROPERTIES, INC., RECORDED IN DOCUMENT NO. 2016112269 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

FOR A 5.493 TRACT OF LAND BEING LOCATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1 - CALLED 22.50 ACRES, TRACT 2 - CALLED 25.00 ACRES AND TRACT 3 - CALLED 23.43 ACRES, CONVEYED TO RISING GATE PROPERTIES, INC., RECORDED IN DOCUMENT NO. 2016112269 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00015

3) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

LEGEND

- IRON ROD FOUND (SIZE STATED)
- ▲ 60D NAIL FOUND
- IRON ROD W/CAP SET MARKED "DIAMOND SURVEYING"
- P.O.B. POINT OF BEGINNING
- TRACT LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N28°45'53"E	43.01'
L2	S21°04'29"E	5.00'
L3	S21°04'29"E	120.02'
L4	S69°04'07"W	35.00'

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on July 18, 2017. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey was performed without benefit of Title Commitment. This survey substantially complies with the standards for a Category 1B, Condition IV Standard Land Survey per the Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

*Shane Shafer*

SHANE SHAFER, R.P.L.S. NO. 5281

JULY 19, 2017

DATE

SHEET 2 OF 2



**DIAMOND SURVEYING, INC.**

116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628  
(512) 931-3100

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/01/2017

Westinghouse Rd

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Deed Without Warranty transferring right of way to the City of Georgetown.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Deed without Warranty

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 10:57 AM

Started On: 07/27/2017 09:47 AM

**DEED WITHOUT WARRANTY**

**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 FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Date:** \_\_\_\_\_, 2017

**Grantor:** WILLIAMSON COUNTY, a Texas political subdivision

**Grantor's Mailing Address:**

WILLIAMSON COUNTY  
c/o Dan A. Gattis, County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Williamson County

**Grantee:** CITY OF GEORGETOWN, a Texas political subdivision

**Grantee's Mailing Address:**

CITY OF GEORGETOWN  
c/o David Morgan, City Manager  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Williamson County

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

See Exhibit "A", attached hereto and incorporated herein for all intents and purposes.

**Reservations from and Exceptions to Conveyance:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the Property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

Grantor, for the Consideration, the receipt and sufficiency of which is hereby acknowledged and for which no lien is retained, either expressed or implied, does hereby grant, sell, and convey to Grantee the Property.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any way belonging unto Grantee, its successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this Deed Without Warranty is executed by Grantor this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas

By: \_\_\_\_\_  
DAN A. GATTIS  
County Judge

**ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by Dan A. Gattis, as County Judge, on behalf of said county.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

## "Exhibit A"

Parcel	Grantee	Recorded Deed
2	Williamson County	2007089425
3	Williamson County	2008059372
4	Williamson County	2008059372
5	Williamson County	2007074529
6	Williamson County	2007100117
7	Williamson County	2007100118
8A	Williamson County	2007105273
8B	Williamson County	2008011388
8C	Williamson County	2008011388
9	Williamson County	2007103241
10	Williamson County	2007100116
11	Williamson County	2007103241
12	Williamson County	2008008490
13	Williamson County	2008008490
14	Williamson County	2007103236
15	Williamson County	2007100116
18	Williamson County	2007084913
19	Williamson County	2008000359
21	Williamson County	2007103241

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/01/2017

OSSF Public Meeting

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

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**Information****Agenda Item**

10:00 AM: Hold a public meeting/hearing pursuant to Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10 regarding an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities.

**Background**

In order to become the authorized agent for regulating On-Site Sewage Facilities within Williamson County, the County was required to draft an order that met the requirements of Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10 and provide the order to the Executive Director of the Texas Commission on Environmental Quality (TCEQ). Pursuant to the Williamson County Commissioners Court consent on June 20, 2017, a proposed draft Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities was presented to the Executive Director of the TCEQ and, after his review of same, he issued a written notice to proceed on June 22, 2017.

Now that the County has received this notice to proceed from TCEQ, the County must hold a public meeting to discuss the proposed Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities. The County has published notice of the time, date, and location of this public meeting in the Williamson County Sun on Wednesday July 19<sup>th</sup> and Wednesday July 26<sup>th</sup>, which was at least 72 hours before the public meeting, but not more than 30 days before the meeting in accordance with Title 30, Texas Administrative Code §285.10. Anyone wishing to observe the hearing or make public comment regarding the proposed order may attend the public meeting.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**OSSF Proposed OrderTitle 30, TAC 285.10

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/17/2017

**Reviewed By**

Wendy Coco

**Date**

07/17/2017 08:46 AM

Started On: 07/14/2017 02:22 PM

COUNTY OF WILLIAMSON

§

§

STATE OF TEXAS

§

### AFFIDAVIT

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

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

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

\_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Texas

My commission expires: \_\_\_\_\_

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONFLICTS.

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

## SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

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

## SECTION 6. AREA OF JURISDICTION.

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

## SECTION 7. ON-SITE SEWAGE FACILITY RULES.

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

## SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

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

## SECTION 9. INCORPORATION BY REFERENCE.

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

## SECTION 10. AMENDMENTS.

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

### (A) DEFINITIONS

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

## (B) RULE CONTROLLING SEWAGE DISCHARGES

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

## (C) LICENSING OF ON-SITE SEWAGE FACILITIES

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

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

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

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

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

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

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

#### (E) SPECIAL RESTRICTIONS AND CONDITIONS

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

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

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

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

## SECTION 11. DUTIES AND POWERS.

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

## SECTION 12. COLLECTION OF FEES.

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

## SECTION 13. APPEALS.

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

## SECTION 14. ENFORCEMENT PLAN

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

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

## SECTION 15. SEVERABILITY

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

## SECTION 16. RELINQUISHMENT OF ORDER

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

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

SECTION 17. EFFECTIVE DATE.

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

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

APPROVED:

\_\_\_\_\_  
Dan A. Gattis, County Judge

(SEAL)

ATTEST:

\_\_\_\_\_  
Nancy E. Rister, County Clerk

# Texas Administrative Code

[TITLE 30](#)

## ENVIRONMENTAL QUALITY

[PART 1](#)

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

[CHAPTER 285](#)

## ON-SITE SEWAGE FACILITIES

[SUBCHAPTER B](#)

## LOCAL ADMINISTRATION OF THE OSSF PROGRAM

## RULE §285.10

## Delegation to Authorized Agents

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(a) Responsibility of the authorized agent. An authorized agent is responsible for the proper implementation of this chapter in its area of jurisdiction.

(1) An authorized agent shall administer its on-site sewage facility (OSSF) program according to the OSSF order, ordinance, or resolution approved by the executive director.

(2) An authorized agent shall enforce this chapter and Texas Health and Safety Code (THSC), Chapter 366.

(b) Requirements and procedures.

(1) Upon request from a local governmental entity, the executive director shall forward a description of the delegation process and provide a copy of the executive director's model order, ordinance, or resolution.

(2) If the OSSF program is delegated to a municipality, the jurisdiction of the authorized agent will be limited to the municipality's incorporated area.

(3) To receive delegation as an authorized agent, a local governmental entity shall draft an order, ordinance, or resolution that meets the requirements of this chapter and THSC, §366.032. The local governmental entity shall use the model order, ordinance, or resolution as a guide for developing its order, ordinance, or resolution.

(4) If the local governmental entity proposes more stringent standards than those in this chapter, the local governmental entity shall submit the proposed order, ordinance, or resolution to the executive director for review and comment before publishing notice.

(A) Each more stringent requirement shall be justified based on greater public health and safety protection. The written justification shall be submitted to the executive director with the draft order, ordinance, or resolution.

(B) The executive director shall review the draft order, ordinance, or resolution and provide written comments to the local governmental entity within 30 days of receipt.

(C) If the local governmental entity's draft order, ordinance, or resolution meets the requirements of this chapter, the executive director will notify the local governmental entity in writing to continue the process outlined in this subsection.

(D) If the local governmental entity's draft order, ordinance, or resolution does not meet the requirements of this chapter, the executive director will not continue the review process until all requirements have been met. The executive director will notify the local governmental entity in writing of all deficiencies.

(5) If the local governmental entity proposes using the model order, ordinance, or resolution without more stringent standards, or if the executive director has approved the draft order, ordinance, or resolution with more stringent standards, the local governmental entity shall hold a public meeting to discuss the proposed order, ordinance, or resolution.

(A) The local governmental entity shall publish notice of a public meeting that will be held to discuss the adoption of the proposed order, ordinance, or resolution. The notice must be published in a regularly published newspaper of general circulation in the entity's area of jurisdiction.

(B) The public notice shall include the time, date, and location of the public meeting.

(C) The public notice shall be published at least 72 hours before the public meeting, but not more than 30 days before the meeting.

(6) The local governmental entity shall provide the executive director with the following:

(A) a copy of the public notice as it appeared in the newspaper;

(B) a publisher's affidavit from the newspaper in which the public notice was published;

(C) a certified copy of the minutes of the meeting when the order, ordinance, or resolution was adopted; and

(D) a certified copy of the order, ordinance, or resolution that was passed by the entity.

(7) Upon receiving the information listed in paragraph (6) of this subsection, the executive director shall have 30 days to review the materials to ensure the local governmental entity has complied with the requirements of this chapter and THSC, Chapter 366.

(A) After the review has been completed and all the requirements have been met, the executive director shall sign the order approving delegation and notify the local governmental entity by mail.

(B) If the executive director determines during the review that the materials do not comply with the requirements of this section, the executive director will issue a letter to the local governmental entity detailing the deficiencies.

(8) The local governmental entity's order, ordinance, or resolution shall be effective on the date the order approving delegation is signed by the executive director.

(9) Any appeal of the executive director's decision shall be done according to §50.39 of this title (relating to Motion for Reconsideration).

(c) Amendments to existing orders, ordinances, or resolutions.

(1) To ensure that the authorized agent's program is consistent with current commission rules, the executive director may require periodic amendments of OSSF orders, ordinances, or resolutions.

(2) An authorized agent may initiate an amendment. The authorized agent shall use the procedures in subsection (b) of this section.

(3) The amendment shall be effective on the date the amendment is approved by the executive director.

(d) Relinquishment of delegated authority by authorized agent.

(1) When an authorized agent decides to relinquish authority to regulate OSSFs, the following shall occur:

(A) the authorized agent shall inform the executive director by certified mail at least 30 days before publishing notice of intent to relinquish authority;

(B) the authorized agent shall hold a public meeting to discuss its intent to relinquish the delegated authority;

(i) the authorized agent shall publish notice of a public meeting that will be held to discuss its intent to relinquish the delegated authority. The notice must be published in a regularly published newspaper of general circulation in the entity's area of jurisdiction;

(ii) the public notice shall include the time, date, and location of the public meeting;

(iii) the public notice shall be published at least 72 hours before the public meeting, but not more than 30 days before the meeting;

(C) the authorized agent must, either at the meeting discussed in subparagraph (B) of this paragraph, or at another meeting held within 30 days after the first meeting, formally decide whether to repeal the order, ordinance, or resolution; and

(D) the authorized agent shall forward to the executive director copies of the public notice, a publisher's affidavit of public notice, and a certified copy of the minutes of the meeting in which the authorized agent formally acted.

(2) Before the executive director will process a relinquishment order, the authorized agent and the executive director shall determine the exact date the authorized agent shall surrender its delegated authority. Until that date, the authorized agent will retain all authority and responsibility for the delegated program.

(3) The executive director shall process the request for relinquishment within 30 days of receipt of the copies of documentation required in paragraph (1)(D) of this subsection. After processing the request for relinquishment, the executive director will issue an order and shall assume responsibility for the OSSF program.

(4) On or after the date determined by the authorized agent and the executive director, the authorized agent shall repeal its order, ordinance, or resolution. Within ten days after the authorized agent repeals its order, ordinance, or resolution, the authorized agent shall forward a certified copy of the repeal to the executive director.

(5) Authorized agents who relinquish their OSSF authority may be subject to fees according to §285.14 of this title (relating to Charge-back Fee) after the date that delegation has been relinquished, unless the authorized agent has relinquished its OSSF authority due to a material change in this chapter.

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**Source Note:** The provisions of this §285.10 adopted to be effective June 13, 2001, 26 TexReg 4115; amended to be effective August 29, 2002, 27 TexReg 7917

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[OPEN MEETINGS](#)

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/01/2017

Action OSSF Order

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action to approve an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities, as well as approval to submit all necessary documentation to the Executive Director of the Texas Commission on Environmental Quality.

**Background**

Title 30, Texas Administrative Code §285.10 sets forth that after the required public meeting is held and the Williamson Commissioners Court approves an Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities, the County must submit a copy of the following items to the TCEQ:

- the public notice as it appeared in the newspaper;
- a publisher's affidavit from the newspaper in which the public notice appeared;
- a certified copy of the minutes of the meeting when the order was adopted; and
- a certified copy of the order that was passed by the Williamson County Commissioners Court.

Upon receiving the information described above, the Executive Director shall have 30 days to review the materials to ensure Williamson County has complied with the requirements of Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10. After the review has been completed and all the requirements have been met, the Executive Director shall sign the order approving delegation and notify the County of same by mail. If the Executive Director determines during the review that the materials do not comply with the requirements of Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10, the Executive Director will issue a letter to the County detailing the deficiencies. The County's order shall be effective on the date the order approving delegation is signed by the Executive Director. Any appeal of the Executive Director's decision shall be done according to Title 30, Texas Administrative Code §50.39 (relating to Motion for Reconsideration).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Proposed OSSF OrderTitle 30, TAC 285.10

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/17/2017

**Reviewed By**

Wendy Coco

**Date**

07/17/2017 08:46 AM

Started On: 07/14/2017 02:26 PM

COUNTY OF WILLIAMSON

§

§

STATE OF TEXAS

§

**AFFIDAVIT**

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

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

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

\_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_  
Notary Public - State of Texas

My commission expires: \_\_\_\_\_

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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

SECTION 4. CONFLICTS.

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

## SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

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

## SECTION 6. AREA OF JURISDICTION.

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

## SECTION 7. ON-SITE SEWAGE FACILITY RULES.

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

## SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

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

## SECTION 9. INCORPORATION BY REFERENCE.

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

## SECTION 10. AMENDMENTS.

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

### (A) DEFINITIONS

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

## (B) RULE CONTROLLING SEWAGE DISCHARGES

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

## (C) LICENSING OF ON-SITE SEWAGE FACILITIES

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

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

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

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

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

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

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

#### (E) SPECIAL RESTRICTIONS AND CONDITIONS

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

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

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

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

## SECTION 11. DUTIES AND POWERS.

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

## SECTION 12. COLLECTION OF FEES.

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

## SECTION 13. APPEALS.

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

## SECTION 14. ENFORCEMENT PLAN

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

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

## SECTION 15. SEVERABILITY

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

## SECTION 16. RELINQUISHMENT OF ORDER

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

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

SECTION 17. EFFECTIVE DATE.

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

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

APPROVED:

\_\_\_\_\_  
Dan A. Gattis, County Judge

(SEAL)

ATTEST:

\_\_\_\_\_  
Nancy E. Rister, County Clerk

# Texas Administrative Code

[TITLE 30](#)

## ENVIRONMENTAL QUALITY

[PART 1](#)

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

[CHAPTER 285](#)

## ON-SITE SEWAGE FACILITIES

[SUBCHAPTER B](#)

## LOCAL ADMINISTRATION OF THE OSSF PROGRAM

## RULE §285.10

## Delegation to Authorized Agents

---

(a) Responsibility of the authorized agent. An authorized agent is responsible for the proper implementation of this chapter in its area of jurisdiction.

(1) An authorized agent shall administer its on-site sewage facility (OSSF) program according to the OSSF order, ordinance, or resolution approved by the executive director.

(2) An authorized agent shall enforce this chapter and Texas Health and Safety Code (THSC), Chapter 366.

(b) Requirements and procedures.

(1) Upon request from a local governmental entity, the executive director shall forward a description of the delegation process and provide a copy of the executive director's model order, ordinance, or resolution.

(2) If the OSSF program is delegated to a municipality, the jurisdiction of the authorized agent will be limited to the municipality's incorporated area.

(3) To receive delegation as an authorized agent, a local governmental entity shall draft an order, ordinance, or resolution that meets the requirements of this chapter and THSC, §366.032. The local governmental entity shall use the model order, ordinance, or resolution as a guide for developing its order, ordinance, or resolution.

(4) If the local governmental entity proposes more stringent standards than those in this chapter, the local governmental entity shall submit the proposed order, ordinance, or resolution to the executive director for review and comment before publishing notice.

(A) Each more stringent requirement shall be justified based on greater public health and safety protection. The written justification shall be submitted to the executive director with the draft order, ordinance, or resolution.

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(C) If the local governmental entity's draft order, ordinance, or resolution meets the requirements of this chapter, the executive director will notify the local governmental entity in writing to continue the process outlined in this subsection.

(D) If the local governmental entity's draft order, ordinance, or resolution does not meet the requirements of this chapter, the executive director will not continue the review process until all requirements have been met. The executive director will notify the local governmental entity in writing of all deficiencies.

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(A) The local governmental entity shall publish notice of a public meeting that will be held to discuss the adoption of the proposed order, ordinance, or resolution. The notice must be published in a regularly published newspaper of general circulation in the entity's area of jurisdiction.

(B) The public notice shall include the time, date, and location of the public meeting.

(C) The public notice shall be published at least 72 hours before the public meeting, but not more than 30 days before the meeting.

(6) The local governmental entity shall provide the executive director with the following:

(A) a copy of the public notice as it appeared in the newspaper;

(B) a publisher's affidavit from the newspaper in which the public notice was published;

(C) a certified copy of the minutes of the meeting when the order, ordinance, or resolution was adopted; and

(D) a certified copy of the order, ordinance, or resolution that was passed by the entity.

(7) Upon receiving the information listed in paragraph (6) of this subsection, the executive director shall have 30 days to review the materials to ensure the local governmental entity has complied with the requirements of this chapter and THSC, Chapter 366.

(A) After the review has been completed and all the requirements have been met, the executive director shall sign the order approving delegation and notify the local governmental entity by mail.

(B) If the executive director determines during the review that the materials do not comply with the requirements of this section, the executive director will issue a letter to the local governmental entity detailing the deficiencies.

(8) The local governmental entity's order, ordinance, or resolution shall be effective on the date the order approving delegation is signed by the executive director.

(9) Any appeal of the executive director's decision shall be done according to §50.39 of this title (relating to Motion for Reconsideration).

(c) Amendments to existing orders, ordinances, or resolutions.

(1) To ensure that the authorized agent's program is consistent with current commission rules, the executive director may require periodic amendments of OSSF orders, ordinances, or resolutions.

(2) An authorized agent may initiate an amendment. The authorized agent shall use the procedures in subsection (b) of this section.

(3) The amendment shall be effective on the date the amendment is approved by the executive director.

(d) Relinquishment of delegated authority by authorized agent.

(1) When an authorized agent decides to relinquish authority to regulate OSSFs, the following shall occur:

(A) the authorized agent shall inform the executive director by certified mail at least 30 days before publishing notice of intent to relinquish authority;

(B) the authorized agent shall hold a public meeting to discuss its intent to relinquish the delegated authority;

(i) the authorized agent shall publish notice of a public meeting that will be held to discuss its intent to relinquish the delegated authority. The notice must be published in a regularly published newspaper of general circulation in the entity's area of jurisdiction;

(ii) the public notice shall include the time, date, and location of the public meeting;

(iii) the public notice shall be published at least 72 hours before the public meeting, but not more than 30 days before the meeting;

(C) the authorized agent must, either at the meeting discussed in subparagraph (B) of this paragraph, or at another meeting held within 30 days after the first meeting, formally decide whether to repeal the order, ordinance, or resolution; and

(D) the authorized agent shall forward to the executive director copies of the public notice, a publisher's affidavit of public notice, and a certified copy of the minutes of the meeting in which the authorized agent formally acted.

(2) Before the executive director will process a relinquishment order, the authorized agent and the executive director shall determine the exact date the authorized agent shall surrender its delegated authority. Until that date, the authorized agent will retain all authority and responsibility for the delegated program.

(3) The executive director shall process the request for relinquishment within 30 days of receipt of the copies of documentation required in paragraph (1)(D) of this subsection. After processing the request for relinquishment, the executive director will issue an order and shall assume responsibility for the OSSF program.

(4) On or after the date determined by the authorized agent and the executive director, the authorized agent shall repeal its order, ordinance, or resolution. Within ten days after the authorized agent repeals its order, ordinance, or resolution, the authorized agent shall forward a certified copy of the repeal to the executive director.

(5) Authorized agents who relinquish their OSSF authority may be subject to fees according to §285.14 of this title (relating to Charge-back Fee) after the date that delegation has been relinquished, unless the authorized agent has relinquished its OSSF authority due to a material change in this chapter.

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**Source Note:** The provisions of this §285.10 adopted to be effective June 13, 2001, 26 TexReg 4115; amended to be effective August 29, 2002, 27 TexReg 7917

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**Commissioners Court - Regular Session****32.****Meeting Date:** 08/01/2017

Control Room Operator Public Hearing

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

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**Information****Agenda Item**

10:00 Conduct public hearing relating to a request from the Sheriff's Office to increase the budgeted salary amount for the positions of Corrections Officer, Position #'s are listed in the attachment, in the Sheriff's Office Corrections and discuss (1) the reason for the payment in excess of the budgeted amount is being offer to the employee, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

**Background**

These positions are being reclassified from Control Room Operators and Office Coordinator I to Corrections Officers due to duties, responsibilities and TCOLE licensing which is consistent with the Corrections Officer classification. The reason for the payment in excess of the original budgeted amount is to bring the positions to the most appropriate step on the Corrections pay chart. The public purpose that is served by this action is added efficiencies in the Jail due to the positions now having the ability to serve as Corrections Officers throughout the Jail when assigned. The total annual salary increase per position is listed on the attached document and will be paid via the normal bi-weekly payroll.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Control Room Reclass

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 03:41 PM

Started On: 07/26/2017 03:13 PM

Employee Number	Position	Grade	Current Salary	Recommended Title	Recommended Grade	New Salary	Difference
13513	Control Oper SO.0355.001100.	B.17	\$31,616.00	Corrections Officer	C1.2	\$34,853.02	\$3,237.02
5735	Control Oper SO.0356.001100.	B.17	\$39,244.86	Corrections Officer	C1.8	\$39,830.92	\$586.06
13579	Control Oper SO.0358.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
11451	Control Oper SO.0359.001100.	B.17	\$37,937.66	Corrections Officer	C1.7	\$38,954.44	\$1,016.78
10447	Control Oper SO.0360.001100.	B.17	\$38,871.08	Corrections Officer	C1.7	\$38,954.44	\$83.36
13682	Control Oper SO.0361.001100.	B.17	\$30,889.67	Corrections Officer	C1.1	\$34,086.08	\$3,196.41
14334	Control Oper SO.0362.001100.	B.17	\$30,014.40	Corrections Officer	C1.1	\$34,086.08	\$4,071.68
10130	Control Oper SO.0363.001100.	B.17	\$38,871.08	Corrections Officer	C1.8	\$39,830.92	\$959.84
13485	Control Oper SO.0364.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
12322	Control Oper SO.0365.001100.	B.17	\$35,418.04	Corrections Officer	C1.5	\$37,258.93	\$1,840.89
12591	Control Oper SO.0366.001100.	B.17	\$33,407.17	Corrections Officer	C1.4	\$36,439.05	\$3,031.88
13439	Control Oper SO.0367.001100.	B.17	\$32,770.84	Corrections Officer	C1.2	\$34,853.02	\$2,082.18
13611	Control Oper SO.0368.001100.	B.17	\$30,007.10	Corrections Officer	C1.1	\$34,086.08	\$4,078.98
11698	Control Oper SO.0369.001100.	B.17	\$37,003.91	Corrections Officer	C1.5	\$37,258.93	\$255.02
13924	Control Oper SO.0370.001100.	B.17	\$30,007.10	Corrections Officer	C1.1	\$34,086.08	\$4,078.98
10070	Control Oper SO.0371.001100.	B.17	\$37,020.07	Corrections Officer	C1.8	\$39,830.92	\$2,810.85
10750	Control Oper SO.0372.001100.	B.17	\$39,244.86	Corrections Officer	C1.8	\$39,830.92	\$586.06
10451	Control Oper SO.0373.001100.	B.17	\$39,244.86	Corrections Officer	C1.8	\$39,830.92	\$586.06
12713	Control Oper SO.0374.001100.	B.17	\$35,418.04	Corrections Officer	C1.4	\$36,439.05	\$1,021.01
13768	Control Oper SO.0375.001100.	B.17	\$30,301.29	Corrections Officer	C1.1	\$34,086.08	\$3,784.79
10936	Control Oper SO.0376.001100.	B.17	\$37,937.66	Corrections Officer	C1.7	\$38,954.44	\$1,016.78
14335	Control Oper SO.0377.001100.	B.17	\$30,007.10	Corrections Officer	C1.1	\$34,086.08	\$4,078.98
12824	Control Oper SO.0378.001100.	B.17	\$35,077.49	Corrections Officer	C1.4	\$36,439.05	\$1,361.56
13390	Control Oper SO.0379.001100.	B.17	\$32,770.84	Corrections Officer	C1.2	\$34,853.02	\$2,082.18
13799	Control Oper SO.0380.001100.	B.17	\$30,007.10	Corrections Officer	C1.1	\$34,086.08	\$4,078.98
12837	Control Oper SO.0381.001100.	B.17	\$35,077.49	Corrections Officer	C1.4	\$36,439.05	\$1,361.56
13609	Control Oper SO.1735.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
14112	Control Oper SO.1736.001100.	B.17	\$30,014.40	Corrections Officer	C1.1	\$34,086.08	\$4,071.68
13322	Control Oper SO.1737.001100.	B.17	\$33,407.17	Corrections Officer	C1.2	\$34,853.02	\$1,445.85
13350	Control Oper SO.1738.001100.	B.17	\$32,770.84	Corrections Officer	C1.2	\$34,853.02	\$2,082.18
12209	Office Coord I Jail.0584.001100.	B.19	\$41,736.68	Corrections Officer	C1.10	\$41,643.47	-\$93.21
12715	Office Coord I Jail.0585.001100.	B.19	\$39,834.57	Corrections Officer	C1.8	\$39,830.92	-\$3.65
10902	Office Coord I Jail.0587.001100.	B.19	\$40,217.57	Corrections Officer	C1.10	\$41,643.47	\$1,425.90

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/01/2017

Corrections Reclass of Control Room Operators

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a request by the Sheriff's Office to increase the budgeted salary amount and reclassification for the positions of Corrections Officer, position #'s listed on attachment, in the Sheriff Office - Corrections from the budgeted annual salary amounts listed on the attachment to the increased salary amount listed on the attachment.

**Background**

These positions are being reclassified from Control Room Operators and Office Coordinator I to Corrections Officers due to duties, responsibilities and TCOLE licensing which is consistent with the Corrections Officer classification. The reason for the payment in excess of the original budgeted amount is to bring the positions to the most appropriate step on the Corrections pay chart. The public purpose that is served by this action is added efficiencies in the Jail due to the positions now having the ability to serve as Corrections Officers throughout the Jail when assigned. The total annual salary increase per position is listed on the attached document and will be paid via the normal bi-weekly payroll.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Control Room Reclass

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 03:41 PM

Started On: 07/26/2017 03:26 PM

Employee Number	Position	Grade	Current Salary	Recommended Title	Recommended Grade	New Salary	Difference
13513	Control Oper SO.0355.001100.	B.17	\$31,616.00	Corrections Officer	C1.2	\$34,853.02	\$3,237.02
5735	Control Oper SO.0356.001100.	B.17	\$39,244.86	Corrections Officer	C1.8	\$39,830.92	\$586.06
13579	Control Oper SO.0358.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
11451	Control Oper SO.0359.001100.	B.17	\$37,937.66	Corrections Officer	C1.7	\$38,954.44	\$1,016.78
10447	Control Oper SO.0360.001100.	B.17	\$38,871.08	Corrections Officer	C1.7	\$38,954.44	\$83.36
13682	Control Oper SO.0361.001100.	B.17	\$30,889.67	Corrections Officer	C1.1	\$34,086.08	\$3,196.41
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10130	Control Oper SO.0363.001100.	B.17	\$38,871.08	Corrections Officer	C1.8	\$39,830.92	\$959.84
13485	Control Oper SO.0364.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
12322	Control Oper SO.0365.001100.	B.17	\$35,418.04	Corrections Officer	C1.5	\$37,258.93	\$1,840.89
12591	Control Oper SO.0366.001100.	B.17	\$33,407.17	Corrections Officer	C1.4	\$36,439.05	\$3,031.88
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11698	Control Oper SO.0369.001100.	B.17	\$37,003.91	Corrections Officer	C1.5	\$37,258.93	\$255.02
13924	Control Oper SO.0370.001100.	B.17	\$30,007.10	Corrections Officer	C1.1	\$34,086.08	\$4,078.98
10070	Control Oper SO.0371.001100.	B.17	\$37,020.07	Corrections Officer	C1.8	\$39,830.92	\$2,810.85
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10451	Control Oper SO.0373.001100.	B.17	\$39,244.86	Corrections Officer	C1.8	\$39,830.92	\$586.06
12713	Control Oper SO.0374.001100.	B.17	\$35,418.04	Corrections Officer	C1.4	\$36,439.05	\$1,021.01
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12837	Control Oper SO.0381.001100.	B.17	\$35,077.49	Corrections Officer	C1.4	\$36,439.05	\$1,361.56
13609	Control Oper SO.1735.001100.	B.17	\$31,816.35	Corrections Officer	C1.1	\$34,086.08	\$2,269.73
14112	Control Oper SO.1736.001100.	B.17	\$30,014.40	Corrections Officer	C1.1	\$34,086.08	\$4,071.68
13322	Control Oper SO.1737.001100.	B.17	\$33,407.17	Corrections Officer	C1.2	\$34,853.02	\$1,445.85
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12209	Office Coord I Jail.0584.001100.	B.19	\$41,736.68	Corrections Officer	C1.10	\$41,643.47	-\$93.21
12715	Office Coord I Jail.0585.001100.	B.19	\$39,834.57	Corrections Officer	C1.8	\$39,830.92	-\$3.65
10902	Office Coord I Jail.0587.001100.	B.19	\$40,217.57	Corrections Officer	C1.10	\$41,643.47	\$1,425.90

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/01/2017

Line Item Transfer for the Jail

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

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**Information****Agenda Item**

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

**Background**

Line Item Transfer is being requested to facilitate the move of Control Room Operators from the B Chart to the C Chart. This is the salary dollars needed to be moved from Salaries (001100) to LE Salaries (001105) for the remainder of the fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0570-001100	Salaries	\$158,067.14
To	0100-0570-001105	LE Salaries	\$158,067.14

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/26/2017 09:21 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/01/2017

Approve the filing of FY18-19 Adult Probation biennial budgets

**Submitted For:** Melissa Ramos**Submitted By:** Melissa Ramos, Adult Probation**Department:** Adult Probation**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider approving the filing of the FY18-19 Adult Probation biennial budgets.

**Background**

Pursuant to Local Government Code, Section 140.004, prior to the 14th day before the CSCD- Adult Probation has a meeting to finalize its biennium budget, the CSCD shall file a copy of the proposed budget with the Commissioners' Court. A meeting has been scheduled with the Williamson County Board of Judges for August 18, 2017 to finalize the FY18-19 budgets.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**biennial budgets

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 10:57 AM

Started On: 07/27/2017 08:36 AM

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/26/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	900 - Basic Supervision	BS		Editable	7/26/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 860,511	\$ 860,511
SAFPF Payments (Basic Supervision Only)	\$ 5,000	\$ 5,000
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 1,600,000	\$ 1,600,000
Payments By Program Participants	\$ 168,075	\$ 168,075
Interest Income (Basic Supervision Only)	\$ 2,000	\$ 2,000
Carry Over from Previous Fiscal Year	\$ 840,904	\$ 840,904
Other Revenue	\$ 30,000	\$ 30,000
Basic Supervision Interfund Transfer [+ or -]	\$ -34,052	\$ -34,052
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 3,472,438</b>	<b>\$ 3,472,438</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 2,579,567	\$ 2,579,567
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 22,000	\$ 22,000
Contract Services for Offenders	\$ 25,155	\$ 25,155
Professional Fees	\$ 105,000	\$ 105,000
Supplies & Operating Expenses	\$ 692,456	\$ 692,456
Facilities	\$ 0	\$ 0
Utilities	\$ 23,500	\$ 23,500
Equipment	\$ 24,760	\$ 24,760
<b>TOTAL EXPENDITURES:</b>	<b>\$ 3,472,438</b>	<b>\$ 3,472,438</b>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/14/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	2 - Central Texas Treatment Center	DP		Editable	7/14/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 2,053,035	\$ 2,053,035
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 15,000	\$ 15,000
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 57,720	\$ 57,720
Basic Supervision Interfund Transfer [+ or -]	\$ 31,200	\$ 31,200
CCP Interfund Transfer [+ or -]	\$ 25,759	\$ 25,759
<b>TOTAL REVENUE:</b>	<b>\$ 2,182,714</b>	<b>\$ 2,182,714</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 1,610,254	\$ 1,610,254
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 16,200	\$ 16,200
Contract Services for Offenders	\$ 2,520	\$ 2,520
Professional Fees	\$ 16,500	\$ 16,500
Supplies & Operating Expenses	\$ 328,080	\$ 328,080
Facilities	\$ 124,200	\$ 124,200
Utilities	\$ 69,520	\$ 69,520
Equipment	\$ 15,440	\$ 15,440
<b>TOTAL EXPENDITURES:</b>	<b>\$ 2,182,714</b>	<b>\$ 2,182,714</b>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/25/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	14 - Mental Health Caseload (Formerly Special Needs Caseload)	DP		Editable	7/25/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 56,934	\$ 56,934
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 951	\$ 951
CCP Interfund Transfer [+ or -]	\$ 7,884	\$ 7,884
<b>TOTAL REVENUE:</b>	<b>\$ 65,769</b>	<b>\$ 65,769</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 61,203	\$ 61,203
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,000	\$ 2,000
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 324	\$ 324
Supplies & Operating Expenses	\$ 868	\$ 868
Facilities	\$ 0	\$ 0
Utilities	\$ 774	\$ 774
Equipment	\$ 600	\$ 600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 65,769</b>	<b>\$ 65,769</b>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/14/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	28 - Substance Abuse Aftercare Caseload	DP		Editable	7/14/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 66,000	\$ 66,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 965	\$ 965
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 66,965</b>	<b>\$ 66,965</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 62,867	\$ 62,867
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,000	\$ 1,000
Contract Services for Offenders	\$ 120	\$ 120
Professional Fees	\$ 430	\$ 430
Supplies & Operating Expenses	\$ 1,368	\$ 1,368
Facilities	\$ 0	\$ 0
Utilities	\$ 774	\$ 774
Equipment	\$ 406	\$ 406
<b>TOTAL EXPENDITURES:</b>	<b>\$ 66,965</b>	<b>\$ 66,965</b>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/26/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	12 - Ignition Interlock Caseload	CCP		Editable	7/26/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 301,286	\$ 301,286
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 5,939	\$ 5,939
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ -33,643	\$ -33,643
<b>TOTAL REVENUE:</b>	<b>\$ 273,582</b>	<b>\$ 273,582</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 246,812	\$ 246,812
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 8,500	\$ 8,500
Contract Services for Offenders	\$ 6,740	\$ 6,740
Professional Fees	\$ 1,370	\$ 1,370
Supplies & Operating Expenses	\$ 4,340	\$ 4,340
Facilities	\$ 0	\$ 0
Utilities	\$ 3,320	\$ 3,320
Equipment	\$ 2,500	\$ 2,500
<b>TOTAL EXPENDITURES:</b>	<b>\$ 273,582</b>	<b>\$ 273,582</b>

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/25/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	8 - Sex Offender Caseload	CCP		Editable	7/25/2017

FISCAL YEARS:	2018	2019
<b>REVENUE:</b>		
TDCJ Funding	\$ 140,615	\$ 140,615
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 140,615	\$ 140,615
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 84,564	\$ 84,564
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 9,619	\$ 9,619
Contract Services for Offenders	\$ 38,400	\$ 38,400
Professional Fees	\$ 3,048	\$ 3,048
Supplies & Operating Expenses	\$ 2,336	\$ 2,336
Facilities	\$ 0	\$ 0
Utilities	\$ 1,448	\$ 1,448
Equipment	\$ 1,200	\$ 1,200
<b>TOTAL EXPENDITURES:</b>	\$ 140,615	\$ 140,615

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/25/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	9 - Substance Abuse Caseload Program	CCP		Editable	7/25/2017

FISCAL YEARS:	2018	2019
<b>REVENUE:</b>		
TDCJ Funding	\$ 68,463	\$ 68,463
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 68,463	\$ 68,463
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 58,939	\$ 58,938
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 6,059	\$ 6,059
Contract Services for Offenders	\$ 300	\$ 300
Professional Fees	\$ 1,024	\$ 1,024
Supplies & Operating Expenses	\$ 868	\$ 868
Facilities	\$ 0	\$ 0
Utilities	\$ 674	\$ 674
Equipment	\$ 600	\$ 600
<b>TOTAL EXPENDITURES:</b>	\$ 68,464	\$ 68,463

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/26/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	30 - DWI / Drug Court	CCP		Editable	7/26/2017

FISCAL YEARS:	2018	2019
<b>REVENUE:</b>		
TDCJ Funding	\$ 20,505	\$ 20,505
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	\$ 20,505	\$ 20,505
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 20,505	\$ 20,505
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 0	\$ 0
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 0	\$ 0
Supplies & Operating Expenses	\$ 0	\$ 0
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 0	\$ 0
<b>TOTAL EXPENDITURES:</b>	\$ 20,505	\$ 20,505

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**Community Justice Assistance Division**  
**INITAL BUDGET - 2018/2019 BIENNIUM**  
**DATE RECEIVED: 7/26/2017**

APPROVED BY: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

Nancy Espinoza, TDCJ-CJAD Budget Director

<b>CSCD:</b>	<b>Program:</b>	<b>Funding Type:</b>	<b>Other Funding Type:</b>	<b>Current Status:</b>	<b>Status Date:</b>
Williamson	18 - Williamson County TAIP	TAIP		Editable	7/26/2017

<b>FISCAL YEARS:</b>	<b>2018</b>	<b>2019</b>
<b>REVENUE:</b>		
TDCJ Funding	\$ 117,286	\$ 117,286
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 128,341	\$ 128,341
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 936	\$ 936
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
<b>TOTAL REVENUE:</b>	<b>\$ 246,563</b>	<b>\$ 246,563</b>
<b>EXPENDITURES:</b>		
Salaries/Fringe Benefits	\$ 219,829	\$ 219,829
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,686	\$ 2,686
Contract Services for Offenders	\$ 18,360	\$ 18,360
Professional Fees	\$ 924	\$ 924
Supplies & Operating Expenses	\$ 4,064	\$ 4,064
Facilities	\$ 0	\$ 0
Utilities	\$ 100	\$ 100
Equipment	\$ 600	\$ 600
<b>TOTAL EXPENDITURES:</b>	<b>\$ 246,563</b>	<b>\$ 246,563</b>

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/01/2017

Proposed maximum total tax rate for Williamson County and RFM for tax year 2017

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2017.

**Background**

Take a record vote on a total proposed tax rate for the 2017 tax year. The proposed rate is the sum of M&O, I&S and R/FM. You do not need to discuss or vote on the individual rates.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 01:58 PM

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/01/2017

Discuss consider and take appropriate action on scheduling two public hearing dates

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

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of \$0.456438.

**Background**

If the proposed tax rate is higher than \$0.456438, vote on setting the following dates as the two public hearing dates prior to adopting the tax rate.

1st Public Hearing - August 15th

2nd Public Hearing - August 22nd

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 01:59 PM

**Commissioners Court - Regular Session****38.****Meeting Date:** 08/01/2017

FY 18 Budget Adoption

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

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**Information****Agenda Item**

Consider authorizing advertising and setting a date for the public hearing on the 2017-2018 County Budget for Tuesday, August 29th, 2017 at 10:00 am.

**Background**

Once the court approves this item, the Budget Office will advertise the date, time and location of Budget Adoption in the Williamson County Sun.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:48 AM

Started On: 07/26/2017 05:16 PM

**Commissioners Court - Regular Session****39.****Meeting Date:** 08/01/2017

FY 18 Budget Discussion

**Submitted For:** Ashlie Koenig**Submitted By:** Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss 2017-2018 Budget

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

**Reviewed By**

Rebecca Clemons

**Date**

07/27/2017 08:39 AM

Started On: 07/26/2017 05:11 PM

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/01/2017

FY18 Compensation

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on FY18 Compensation Recommendations.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**compensation

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 07/26/2017

**Reviewed By**

Rebecca Clemons

**Date**

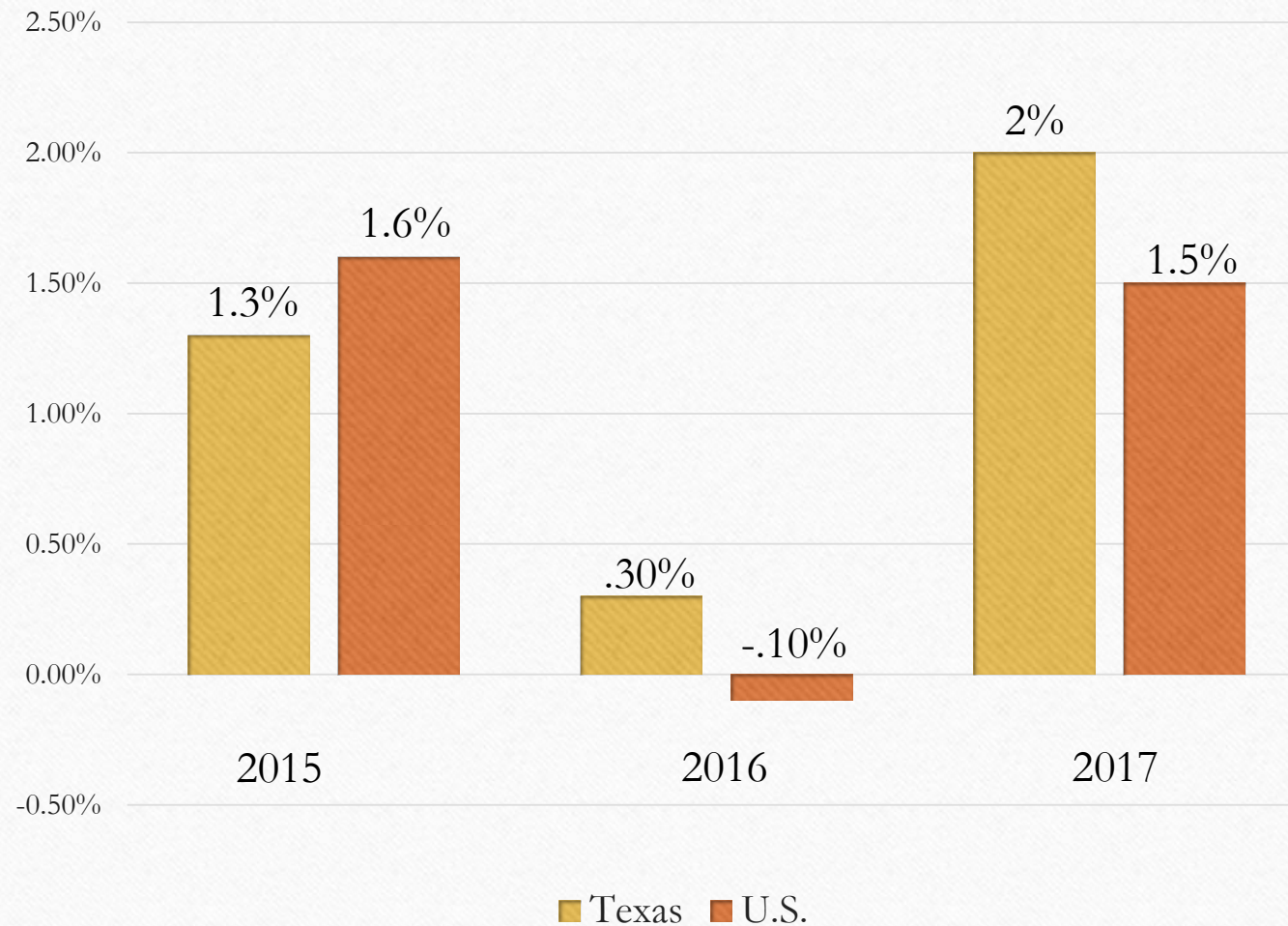
07/26/2017 08:19 AM

Started On: 07/25/2017 03:10 PM

# FY18 Compensation Recommendations



# Cost of Living - Central Texas vs. U.S.



\*Source: Bureau of Labor Statistics 12 month CPI increase

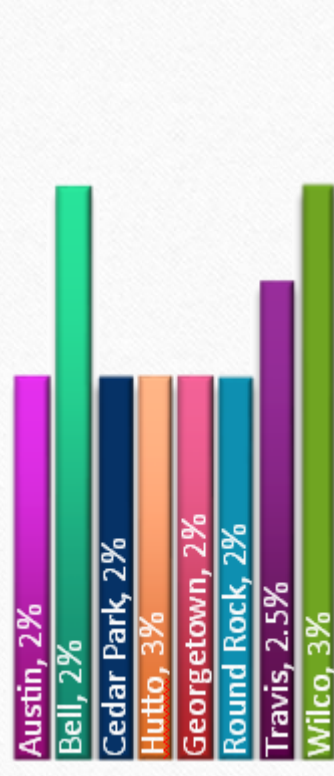
# Salary Increase Statistics and Proposals



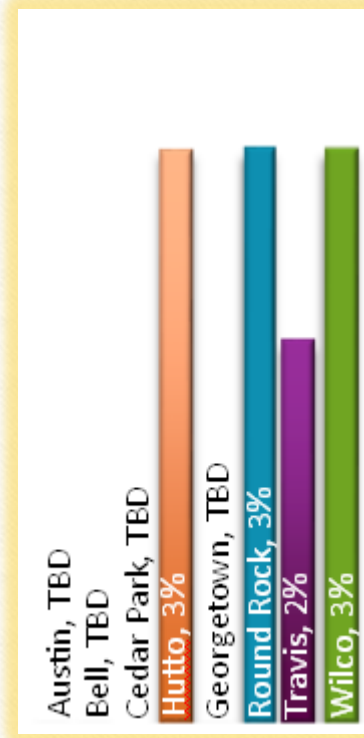
FY15



FY16



FY17



FY18

- FY18 Merit Recommendation – 3%



# Elected Official Salary Recommendation

Elected Position	Current Salary	*Avg Salary Minus Hi/Lo	Recommended Salary (2%)	Increase Per Position	Total Increase
Judge	\$117,795	\$138,607	\$120,151	\$2,356	\$2,356
Commissioner	\$95,918	\$94,357	\$97,837	\$1,918	\$7,673
Treasurer	\$93,880	\$93,957	\$95,757	\$1,878	\$1,878
County Attorney	\$157,000	\$144,540	No increase	N/A	N/A
County Clerk	\$97,574	\$96,265	\$99,526	\$1,951	\$1,951
District Clerk	\$97,574	\$96,554	\$99,526	\$1,951	\$1,951
Sheriff	\$119,003	\$120,792	\$121,383	\$2,380	\$2,380
Tax AC	\$101,467	\$98,208	\$103,496	\$2,029	\$2,029
Justice of the Peace	\$85,389	\$80,026	\$87,096	\$1,708	\$6,831
Constable	\$80,772	\$71,822	\$82,387	\$1,615	\$6,462
				<b>Total</b>	<b>\$33,512</b>
				<b>FICA/Retirement</b>	<b>\$7,235</b>
				<b>Grand Total</b>	<b>\$40,747</b>

\*Population based market

# Pay Chart Recommendations

- Law Enforcement Tenure Chart - Step increase per policy
- Corrections Tenure Chart - Step increase per policy
- EX Chart – No change
- B Chart – No change



# Questions



**Commissioners Court - Regular Session****41.****Meeting Date:** 08/01/2017

TCDRS Retirement Plan FY18

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the FY18 Texas County and District Retirement System (TCDRS).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**FY18 TCDRS

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 07/26/2017

**Reviewed By**

Rebecca Clemons

**Date**

07/26/2017 08:19 AM

Started On: 07/25/2017 03:23 PM



# PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2018

Williamson County

## CURRENT PLAN AND PROPOSED PLAN(S)

	Current Plan	50% CPI	1% Flat Rate	60% CPI
<b>Basic Plan Options</b>				
Employee Deposit Rate	7%	7%	7%	7%
Employer Matching	250%	250%	250%	250%
Application of Matching	Past & Future	Past & Future	Past & Future	Past & Future
Prior Service Credit	175%	175%	175%	175%
<b>Retirement Eligibility</b>				
Age 60 (Vesting)	8 yrs of service	8 yrs of service	8 yrs of service	8 yrs of service
Rule Of	75 yrs total age + service	75 yrs total age + service	75 yrs total age + service	75 yrs total age + service
At Any Age	30 yrs of service	30 yrs of service	30 yrs of service	30 yrs of service
<b>Optional Benefits</b>				
Partial Lump-Sum Payment at Retirement	No	No	No	No
Group Term Life	NONE	NONE	NONE	NONE
COLA	N/A	50% CPI	1% FLAT	60% CPI
<b>Retirement Plan Funding</b>				
Normal Cost Rate	8.73%	8.73%	8.73%	8.73%
UAAL/(OAAL) Rate	5.21%	5.31%	5.33%	5.40%
Required Rate	13.94%	14.04%	14.06%	14.13%
Elected Rate	12.81%	12.81%	12.81%	12.81%
Additional Employer Contribution	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Contribution Rate</b>				
Retirement Plan Rate	13.94%	14.04%	14.06%	14.13%
Group Term Life Rate	0.00%	0.00%	0.00%	0.00%
Total Contribution Rate	13.94%	14.04%	14.06%	14.13%
<b>Valuation Results</b>				
Actuarial Accrued Liability	\$412,086,025	\$413,083,243	\$413,276,442	\$414,075,635
Actuarial Value of Assets	\$355,538,500	\$355,538,500	\$355,538,500	\$355,538,500
Unfunded/(Overfunded) Actuarial Liability	\$56,547,525	\$57,544,743	\$57,737,942	\$58,537,135
Funded Ratio	86.3%	86.1%	86.0%	85.9%

**Commissioners Court - Regular Session****42.****Meeting Date:** 08/01/2017

Texas Workforce Commission Contract

**Submitted By:** Vincent Cherrone, Constable Pct. #1**Department:** Constable Pct. #1**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, Consider and take appropriate action in regards to Texas Workforce Commission Contract for Precinct 1 Constable Office

**Background**

Annual Contract

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Vincent Cherrone

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 04:56 PM

Started On: 07/26/2017 04:49 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 08/01/2017

Fence Cost Sharing Agreement

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Cost Sharing Agreement between Williamson County and Dusty Boots Ranch - Robyn Rhinehart for the construction of a 1,250-foot fence to be constructed on the eastern boundary of Williamson County's Blackland Heritage County Park, and the western boundary of Dusty Boots Ranch- Robyn Rhinehart's property; and authorize the Williamson County Parks Director to execute the agreement on behalf of Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Fence Cost Sharing AgreementFencing costProposed fencing location

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 07/27/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

07/27/2017 12:44 PM

07/27/2017 03:44 PM

Started On: 07/27/2017 09:17 AM

July 24, 2017

Dusty Boots Ranch- Robyn Rhinehart  
East State Highway 29  
Georgetown, Texas 78626



RE: Fence Cost Sharing Agreement

Parks and Recreation  
Department

Dear Ms. Rhinehart,

This letter is intended to memorialize the agreement between Williamson County and Dusty Boots Ranch-Robyn Rhinehart (referred to herein collectively as the "Parties") regarding the funding of a 1,250 foot sheep/goat fence to be constructed on the eastern boundary of Williamson County's Blackland Heritage County Park and the western boundary of Dusty Boots Ranch- Robyn Rhinehart's property, which is located on East State Highway 29 near Jonah, Texas.

The Parties agree as follows:

1. Dusty Boots Ranch- Robyn Rhinehart will contract with TNA Fencing of Texas for the construction of a 1,250 sheep/goat fence (the "Fence") pursuant to the TNA Fencing of Texas Estimate attached hereto as Exhibit "A";
2. Dusty Boots Ranch- Robyn Rhinehart will pay TNA Fencing of Texas for the construction of the Fence according to the payment terms of the TNA Fencing of Texas's attached Estimate;
3. Upon completion of the Fence and satisfactory proof that full payment has been made to TNA Fencing of Texas for the Fence, Williamson County will pay Dusty Boots Ranch- Robyn Rhinehart the amount of \$3,437.50, which is one-half the cost of the Fence.
4. Neither of the Parties may change the specifications for the Fence without the other party's written consent
5. The Parties both sign herein below evidencing their agreement to the terms and conditions set out herein above.

Agreed as to form and substance:

By: Robyn Rhinehart  
Robyn Rhinehart,  
Dusty Boots Ranch

By: Randy Bell  
Randy Bell,  
Williamson County Parks Director

Date: July 25, 2017

Date: July 25, 2017



Williamson County Parks & Recreation Department  
219 Perry Mayfield  
Leander, Texas 78642  
512-943-1920  
[Parks&Rec@wilco.org](mailto:Parks&Rec@wilco.org)

# ESTIMATE

## TNA Fencing of Texas

1516 Alta Mira Drive  
Killeen , Texas 76541

Phone: (254) 314-6323  
Email: TNAFencingTexas@gmail.com  
Web: TNAFencingTexas.com

## Dusty Boots Ranch- Robyn Rhinehart

East Highway 29  
Georgetown, Texas 78626

(512) 789-9567

Estimate # 007182  
Date 07/11/2017

### Description

### Total

1250 Ft Sheep/Goat Fence	\$6,875.00
--------------------------	------------

1250 ft Sheep/Goat Fence	
-4 rolls sheep/goat fence fabric	
-150 t-post	
- 15, 4x4x8 posts	
- 600 t-post clips	
-1100 lbs concrete	
- 30 lb screws	
- Misc hardware	

<b>Subtotal</b>	\$6,875.00
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<b>Total</b>	<b>\$6,875.00</b>
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\*Any changes made to original project that have been agreed to by customer(s) and TNA Fencing of Texas owner(s) will be added to contract and must be signed by both parties before proceeding with change\*

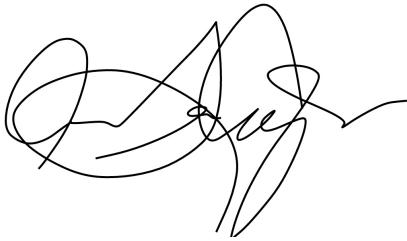
\*By signing this document, the customer agrees to the services and conditions in this document. Any and all changes made to proposal will be documented and a signed copy will be emailed to customer.

All material is guaranteed to be as specified, and work to be performed in accordance with the drawings and specifications submitted to and discussed with client\*

\*\*By signing this document customer agrees to pay half of the total project cost upfront, before work has begun, and the second half in full upon completion of initial project. Additions to original project can be paid for in full after total project is completed.

\*\*\* If customer requests the start of a completely new project while builder is finishing the initial project the secondary project must not interfere with the payment of the original project and should also be paid in the same fashion as the original with half of total project cost paid upfront and the second half paid in full upon completion of that project.\*\*

Any and all changes to a project or to payment schedule must be submitted in writing with both client and builders signatures.



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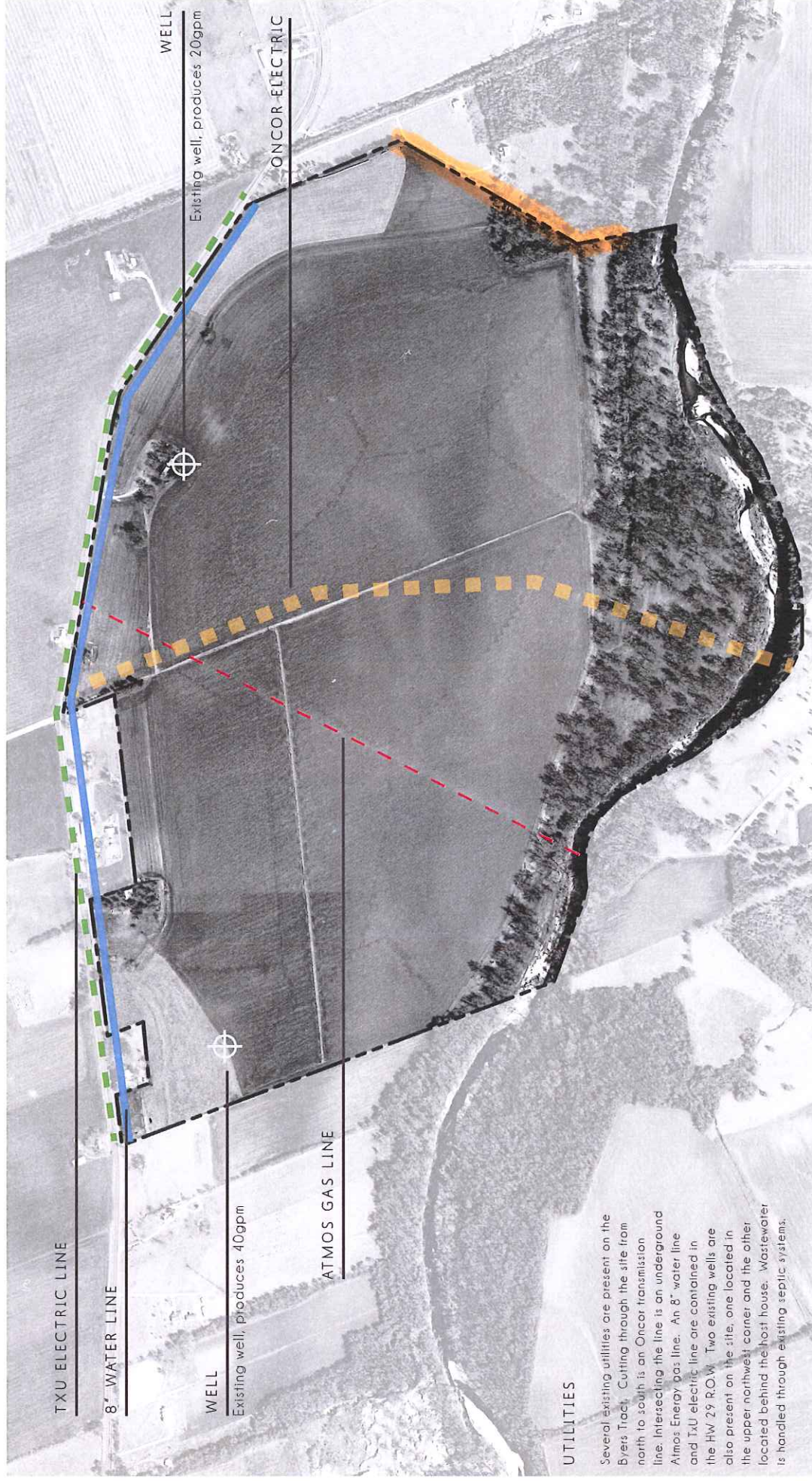
Signed on: 07/11/2017

TJ & Amy Chappelle

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Dusty Boots Ranch- Robyn Rhinehart

# UNDERSTANDING THE SITE + COMMUNITY



Approximate Location of  
Proposed Fence - 1250'

**Commissioners Court - Regular Session****44.****Meeting Date:** 08/01/2017

actions on LIRAP program - AirCheckTexas - contract, exit and other

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action(s) regarding the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) and related programs, to include, but not be limited to, withdrawal from such program(s).

**Background**

Williamson County voluntarily entered an emission testing program several years ago to assist the region in maintaining compliance with the National Ambient Air Quality Standards (NAAQS) as promulgated under the Clean Air Act of 1970, as amended, and administered by the Environmental Protection Agency. By voluntarily entering an emission testing program the County was authorized under the Texas Commission on Environmental Quality to participate in the LIRAP program (and by extension to participate in Local Initiative Program grants or LIP).

Recent legislative developments have diminished the utility of the program, primarily by not upgrading program guidelines and statutory requirements. Current program requirements do not provide for efficient nor orderly use of funds collected for LIRAP. Under the LIRAP statutes an exit process must begin with the County Commissioners Court formally requesting discontinuance of fee collection. The ending of fee collection for LIRAP does not end the emission testing program which is a function of the annual vehicle inspection process as a part of annual vehicle registration. Upon notice to TCEQ the administrative lead time, per TCEQ, for discontinuance of the fee collection is a minimum of 120 days.

Timing of the exit such that the effective end date for fee collection falls into the 2018-2019 legislative biennium will provide Williamson County until August 31, 2019 to expend presently allocated funds. To facilitate this action the County will need to approve a contract amendment (Amendment Number 3) to Contract 582-12-20269.

Staff recommends the following actions: 1) Approve Amendment Number 3 to Contract 582-12-20269; 2) Authorize a notice of LIRAP exit effective immediately with fee collection to be discontinued at the earliest possible date.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Amendment 3 to LIRAP contractLIRAP exit letter to TCEQ 8-1-17

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/24/2017 01:11 PM

**CONTRACT NUMBER 582-12-20269**

**CONTRACT AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE  
REIMBURSEMENT AGREEMENT BETWEEN THE TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY (TCEQ) AND WILLIAMSON COUNTY**

**AMENDMENT NUMBER 3**

Pursuant to Article 1 (CONTRACT PERIOD) and Article 9 (AMENDMENTS) in the General Terms and Conditions of the Agreement, TCEQ and Williamson County (GRANTEE) agree to amend Contract Number 582-12-20269 to extend the Expiration Date of the Agreement from August 31, 2017 to August 31, 2019.

1. The Maximum TCEQ Obligation remains as follows:

<b>Fiscal Year</b>	<b>Contract Amount</b>
Fy12	\$68,697.00
FY13	\$69,067.00
FY14	\$475,978.00
FY15	\$475,978.00
FY16	\$423,494.00
FY17	\$423,494.00
Total Maximum TCEQ Obligation	\$1,936,708.00

2. In accordance with Section 1.2 of the General Terms and Conditions (Renewal and Extension Period), the Contract Signature Page is amended to reflect an Expiration Date of August 31, 2019.

3. Grantee shall use its best efforts to expend funds carried over by this extension before utilizing any new funding provided for continuation of the Program.

All other conditions and requirements of Contract Number 582-12-20269 remain unchanged and shall apply to all provisions specified herein.

**TCEQ:**

Texas Commission on Environmental Quality

\_\_\_\_\_  
(Signature)

Donna F. Huff  
(Printed Name)

Section Manager, Air Quality Planning  
(Title)

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

**Grantee:**

Williamson County

\_\_\_\_\_  
(Signature)

The Honorable Dan A. Gattis  
(Printed Name)

Williamson County Judge  
(Title)

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



DAN A. GATTIS  
County Judge  
WILLIAMSON COUNTY, TEXAS

August 1, 2017

Richard A. Hyde, P.E.  
Executive Director, MC 109  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, TX 78711-3087

Dear Mr. Hyde,

Under action of the Williamson County Commissioners Court, August 1, 2017, the Court has voted to withdraw from participation in the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP and the associated Local Initiative Program or LIP) and request that the collection of LIRAP fees in Williamson County be discontinued at the earliest possible date. We understand that the administrative lead time for collections to cease is a minimum of 120 days from the date of this notice.

In addition, the Williamson County Commissioners Court requests a release from the LIRAP grant contract (Contract Number 582-12-20269) to be effective the last day of the legislative biennium in which the LIRAP fee termination date occurs. This will allow Williamson County residents access to previously allocated LIRAP funds until August 31, 2019.

Please contact my office at (512) 943-1550 or the County Administrator's office (Gary Boyd, Director, Environmental Programs at (512) 943-1921) if you have any questions or concerns.

Thank you.

Sincerely,

Dan A. Gattis  
Williamson County Judge

**Commissioners Court - Regular Session****45.****Meeting Date:** 08/01/2017

Approval of the Creation Of An Additional Position of Magistrate/ Associate Judge Pursuant to Section 54A.002 Texas Govt Code

**Submitted By:** Prejean Henry, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the creation of an additional position of Magistrate/ Associate Judge pursuant to Section 54A.002, Texas Government Code; and further authorizing in advance the creation of future additional positions pursuant to Section 54A.002, Texas Government Code if funding for those positions have been previously approved in the Williamson County budget for that fiscal year.

**Background****Background:**

This item is for purposes of formally approving, pursuant to Section 54A.002, Texas Government Code, the creation of an additional magistrate/associate judge position *previously approved in the FY 2017 budget* and previously appointed by the District and County Court at Law Judges. Section 54A.002, Texas Government Code requires that the Commissioners Court authorize the creation of an associate judge position. A previous motion-order of this type was entered on January 13, 2015 (item no. 30) at the time of the appointment of the additional magistrate/associate judge position approved for FY 2015.

The proposed action and motion-order attached also authorizes and approves in advance (to avoid the necessity of future action/ orders of this type) the creation of any future such positions that are approved in a preceding budget and appointed by the judges.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Sec. 54A.002 Tex. Govt CodeMotion-Order Approving Additional Magistrate-Judge Position

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**Form Review****Inbox**

County Judge Exec Asst.  
Form Started By: Prejean Henry  
Final Approval Date: 07/24/2017

**Reviewed By**

Wendy Coco

**Date**

07/24/2017 03:55 PM  
Started On: 07/21/2017 06:08 PM

*Tex. Gov't Code § 54A.002*

This document is current through HB 2, HB 62, HB 66, HB 88, HB 89, HB 101, HB 216, HB 217, HB 238, HB 256, HB 257, HB 263, HB 268, HB 294, HB 355, HB 394, HB 409, HB 431, HB 544, HB 626, HB 630, HB 635, HB 641, HB 657, HB 777, HB 799, HB 886, HB 890, HB 920, HB 947, HB 979, HB 998, HB 999, HB 1001, HB 1101, HB 1020, HB 1043, HB 1073, HB 1103, HB 1116, HB 1140, HB 1178, HB 1197, HB 1221, HB 1257, HB 1288, HB 1303, HB 1331, HB 1345, HB 1355, HB 1428, HB 1432, HB 1434, HB 1439, HB 1440, HB 1445, HB 1448, HB 1449, HB 1456, HB 1463, HB 1469, HB 1472, HB 1483, HB 1494, HB 1495, HB 1526, HB 1555, HB 1559, HB 1570, HB 1612, HB 1619, HB 1630, HB 1638, HB 1644, HB 1645, HB 1646, HB 1648, HB 1664, HB 1699, HB 1701, HB 1704, HB 1729, HB 1771, HB 1780, HB 1790, HB 1791, HB 1793, HB 1794, HB 1810, HB 1829, HB 1860, HB 1962, HB 1982, HB 1913, HB 1963, HB 1995, HB 2065, HB 2124, HB 2194, HB 2306, HB 2324, HB 2580, HB 2588, HB 2671, HB 2818, HB 2823, HB 2848, HB 2849, HB 2933, HB 2968, HB 3051, HB 3167, HB 3220, HB 3237, HB 3391, HB 3954, HB 4032, HB 4038, HB 4147, HB 4156, SB 4, SB 12, SB 16, SB 24, SB 46, SB 59, SB 77, SB 78, SB 128, SB 132, SB 160, SB 208, SB 256, SB 257, SB 259, SB 347, SB 440, SB 441, SB 489, SB 492, SB 510, SB 524, SB 528, SB 532, SB 539, SB 550, SB 559, SB 579, SB 613, SB 686, SB 705, SB 712, SB 718, SB 720, SB 758, SB 763, SB 799, SB 843, SB 854, SB 877, SB 881, SB 920, SB 929, SB 945, SB 966, SB 988, SB 998, SB 1002, SB 1003, SB 1012, SB 1033, SB 1049, SB 1052, SB 1062, SB 1063, SB 1073, SB 1083, SB 1086, SB 1120, SB 1124, SB 1133, SB 1136, SB 1138, SB 1145, SB 1152, SB 1171, SB 1176, SB 1177, SB 1179, SB 1187, SB 1199, SB 1203, SB 1242, SB 1260, SB 1290, SB 1291, SB 1402, SB 1403, SB 1406, SB 1422, SB 1490, SB 1494, SB 1518, SB 1519, SB 1524, SB 1541, SB 1584, SB 1871, SB 1895, SB 1955, SB 1976, SB 2105 of the 2017 regular session, 85th Legislature.

*Texas Statutes & Codes Annotated by LexisNexis® > Government Code > Title 2 Judicial Branch > Subtitle D Judicial Personnel and Officials > Chapter 54A Associate Judges > Subchapter A Criminal Associate Judges*

## **Sec. 54A.002. Appointment.**

- (a) A judge of a court subject to this subchapter may appoint a full-time or part-time associate judge to perform the duties authorized by this subchapter **if the commissioners court of the county in which the court has jurisdiction has authorized the creation of an associate judge position.**
- (b) If a court has jurisdiction in more than one county, an associate judge appointed by that court may serve only in a county in which the commissioners court has authorized the appointment.
- (c) If more than one court in a county is subject to this subchapter, the commissioners court may authorize the appointment of an associate judge for each court or may authorize one or more associate judges to share service with two or more courts.
- (d) If an associate judge serves more than one court, the associate judge's appointment must be made as established by local rule, but in no event by less than a vote of two-thirds of the judges under whom the associate judge serves.

## **History**

Enacted by Acts 2011, 82nd Leg., 1st C.S., ch. 3 (H.B. 79), § 6.01, effective January 1, 2012.

DATE: August 1, 2017

**THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS**

**RE: Approval of the Creation of An Additional Position of Magistrate/  
Associate Judge Pursuant To Section 54A.002, Texas Government Code**

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**MOTION:**

To approve and authorize the creation of an additional position of Associate Judge pursuant to Section 54A.002, Texas Government Code, to be filled by the new Magistrate/Associate Judge appointed by the District and County Court at Law Judges and whose position was approved for funding in the FY 2017 budget; *and further* that the Commissioners Court authorizes and approves in advance pursuant to Section 54A.002, Texas Government Code (without the necessity of any further action/order) any future creation of any additional Associate Judge positions that are to be filled by appointed Magistrate/ Associate Judges whose funding has been previously approved in the budget for that fiscal year approved by Commissioners Court.

**Commissioners Court - Regular Session****46.****Meeting Date:** 08/01/2017

Mal - Practice Insurance contract renewal 1509-009

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Mal-Practice Insurance, #1509-009 with Extraco Banks for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018.

**Background**

This is the second extension of three (3) possible one (1) year renewal options. The user department, EMS, has submitted a satisfactory Vendor Performance Report with Significantly Exceeds requirement codes for all applicable grading areas and recommends renewal.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**

Contract renewal form 1509-009 renewal option period 2

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**Form Review****Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Dianne West

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

Randy Barker

**Date**

07/26/2017 02:47 PM

07/26/2017 02:58 PM

Started On: 07/26/2017 02:19 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Service	<b>Department:</b>	EMS
<b>Vendor Name:</b>	Extraco Banks		
<b>Vendor Address:</b>	P.O. Box 6101, Temple, Texas 76503-6101		
<b>Purpose/Intended Use of Product or Service (summary):</b>			
Mal-Practice Insurance			
<b>P.O./Contract Number:</b>	1509-009	<b>Effective Date:</b>	10/01/2017
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	09/30/2018
<b>Requested By:</b>	Mike Knipstein, Director of EMS		
<b>Detailed description of renewal of product and/or service.</b>			
<ul style="list-style-type: none"> <li>Williamson County wishes to extend this bid for the same pricing, terms and conditions as the existing contract.</li> <li>Extend Contract for the first (2nd) of three (3) one (1) year renewal option periods:</li> </ul>			
Renewal Option Period 2		October 1, 2017 – September 30, 2018	
Renewal Option Period 1		October 1, 2016 – September 30, 2017	
Initial Contract Period		October 1, 2015 – September 30, 2016	
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>			
Vendor			Williamson County, 710 Main St., Georgetown, TX 78626
Name			Dan A. Gattis
Title			Williamson County Judge
Signature			Signature _____
Date			Date _____

**Commissioners Court - Regular Session****47.****Meeting Date:** 08/01/2017

SOE Software Corporation contract for election software and support

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on exempting SOE Software Corporation d/b/a SCYTL from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of Clarity Help Desk Support software and maintenance and authorize the execution of the agreement.

**Background**

The Scytl election day Help Desk Support allows election officials to have access to real-time information. It provides a variety of on-demand report capabilities as well as being customizable to run periodically. Scytl Asset Tracking tracking tool locates and supervises every piece of equipment used in the election process and provides extensive audit capabilities and chain of custody vision. It is accessible from anywhere with an internet connection. Williamson County has been using Scytl's Election Help Desk Support Solution since 2014. SOE Scytl Software is the sole source provider of the Clarity Help Desk Support product as it cannot be licensed, purchased, or leased. The attached contract has a validity period of performance for three years. The sole source exemption will be effective for 36 months from the date of approval.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[SOE Scytl Sole Source recommendation file](#)[SOE Scytl Software Corporation Contract](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 07/26/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

07/26/2017 04:16 PM  
07/26/2017 04:29 PM  
Started On: 07/26/2017 02:53 PM



Purchasing Department

07/26/17

Williamson County Commissioners Court

Re: Sole Source recommendation for Clarity Help Desk Support System

Dear County Judge and Commissioners,

Recently our Elections Office made a renewal request for an existing contract with SOE Software Corporation dba Scytl. These actions require new qualification as a **sole source purchase of Clarity Help Desk Support System. These services are supplied only by SOE Software Corporation dba Scytl who is the owner, and the only provider of this service.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with zero (0) responses received from another competitor.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why the product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A price quote of requested items/services

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker  
Purchasing Agent/Director  
Williamson County Purchasing Department

**Bid #1707-174 - Intend to deem SOE Software Corp d/b/a/SCYTL for Clarity Help Desk Support**Creation Date **Jul 11, 2017**End Date **Jul 26, 2017 9:00:00 AM CDT**Start Date **Jul 12, 2017 8:52:22 AM CDT**Awarded Date **Not Yet Awarded**

1707-174-01-01 Please attach any supporting documentation to this line					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
			No Bids		
Agency Product Code:		Supplier Notes:			
Agency 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.

[Print](#)[Close](#)

**From:** [Kay Eastes](#)  
**To:** [Dianne West](#)  
**Subject:** FW: SOE Software Corporation dba ScytI  
**Date:** Tuesday, July 11, 2017 2:25:21 PM

---

**From:** Jay Schade  
**Sent:** Tuesday, July 11, 2017 2:20 PM  
**To:** Kay Eastes <keastes@wilco.org>  
**Subject:** Re: SOE Software Corporation dba ScytI

Kay,

Since this is an existing product that you all have been using for several years now, we are fine with you continuing to use it, and contracting for an additional term.

Jay Schade, CGCIO  
Sr Director of Technology Services  
Williamson County, Texas  
(512) 943-1460  
[jay.schade@wilco.org](mailto:jay.schade@wilco.org)  
[www.wilco.org](http://www.wilco.org)

NOTICE OF CONFIDENTIALITY: The information in this communication is confidential and intended only for the exclusive use of the addressee. The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited. If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication (electronic or paper). Thank you for your cooperation.

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**From:** Kay Eastes  
**Sent:** Tuesday, July 11, 2017 1:41 PM  
**To:** Jay Schade  
**Subject:** SOE Software Corporation dba ScytI

Jay,

Good afternoon,

We are in the process of getting a revised agreement with ScytI, formerly known as SOE Corporation, for a 3-year term approved by Commissioners Court. As part of that, we are also going through the sole source process with Purchasing. (This vendor was approved by CC as a sole source in March 2014.)



Christopher Davis  
ELECTIONS ADMINISTRATOR

March 27, 2017  
Sydney Richardson  
Contract Specialist  
Williamson County Purchasing Department  
901 S. Austin Ave.  
Georgetown, TX 78626

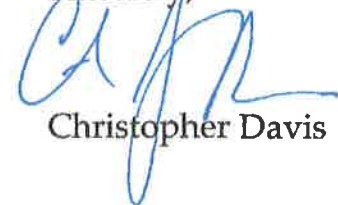
RE: Letter of Recommendation for Clarity Help Desk Support and Asset Tracking System  
Annual Maintenance from Scytl

Sydney,

As directed by your department, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for the Clarity Help Desk Support and Asset tracking System Annual Maintenance services from Scytl.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,



Christopher Davis

WILLIAMSON COUNTY  
301 S.E. Inner Loop, Suite 104  
Georgetown, Texas 78626  
Phone 512.943.1630  
Fax 512.943.1634  
[Email cidavis@wilco.org](mailto:cidavis@wilco.org)



## Sole Source Justification Request

### This request is for a:

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- ☒ Notarized Sole source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis / Elections Administration

Requestor Title: Elections Administrator Requestor Phone Number: 512-943-1630

Requested Sole Source Supplier:

Company Name: Scytl

Contact Name: Marc Fratello

Address 5426 Bay Center Dr., Ste 525

City: Tampa State: FL Zip Code: 33609

Phone Number: 813-490-7150 Email Address: marc.fratello@scytl.com

Website: www.scytl.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

The Scytl election day HELP DESK Support allows election officials have access to real-time information, such as knowing when and where supplies are low and which polling locations are experiencing difficulties. Scytl Election Help Desk includes a customizable reporting utility that can run on-demand or scheduled to run periodically. A visual dashboard provides election officials with an instant overview of their help desk's service fulfillment, reducing individual reporting needs. In addition, post-election audits can be streamlined thanks to the information collected throughout the election. Scytl Asset Tracking tracking tool locates and supervises every piece of equipment used in the election process and provides extensive audit capabilities and chain-of-custody vision. This election asset management tool leverages many leading technologies, while still retaining a familiar barcode scanning functionality easing the learning curve for new users. Accessible from anywhere with an Internet connection,

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

April 1, 2017

Estimated Cost: \$20,500.00/year for three years.

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

- ☒ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☐ The recommended supplier is the only supplier capable of performing the requested service
- ☒ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing
- ☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

*If so, please list and describe such attempts:*

- ☐ There is a substantial risk in selecting another product or service provider.

*If so, please describe:*

- ☐ It is not possible to obtain competitive bids for consideration.

*If so, why:*



Williamson County Purchasing Department  
901 South Austin Avenue  
Georgetown, Texas 78626  
(512) 943-3553  
[www.wilco.org/purchasing](http://www.wilco.org/purchasing)  
[purchase@wilco.org](mailto:purchase@wilco.org)

## NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

### KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Marc Fratello, who after being duly sworn on oath stated the following:

My name is Marc Fratello. My title is General Manager Scytl U.S..  
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

#### Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Clarity Help Desk Support.  
I am the sole-source supplier of this item because: Scytl is the only Election Software Supplier that offers the Clarity Help Desk Support. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 13<sup>th</sup> day of March, 2017.

[Signature]  
[Signature]

MARC FRATELLO General Manager  
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on March 13, 2017, by  
Holly M. Elliott  
[Printed Name]



Holly M. Elliott  
Commission # FF931579  
Expires: October 28, 2019  
Bonded thru Aaron Notary

[Signature] Notary Public  
State of Florida  
My Commission expires on October 28, 2019



Innovating Democracy

5426 Bay Center Drive, Suite 525  
Tampa, Florida 33609 USA

PH: (813) 490-7350  
FX: (813) 490-7145

[www.scytI.com](http://www.scytI.com)

Chris Davis  
Election Administrator  
Williamson County Elections Department  
301 SE Inner Loop Ste. 104  
Georgetown, TX 78626  
March 13, 2017

Dear Mr. Davis,

This letter is being provided in support of the invoice for the Annual Assurance of the Clarity Help Desk Support product provided by SOE Software Corporation (doing business as ScytI) to Williamson County.

Williamson County has been using ScytI's Election Help Desk Support solution since 2014. ScytI Help Desk Support allows election officials have access to real-time information, such as knowing when and where supplies are low and which polling locations are experiencing difficulties. SOE Software is the ONLY provider of the Clarity Help Desk Support product, therefore we are the sole source provider of this technology as it cannot be licensed, purchased, or leased from any other company or provider. SOE Software is the only company that can maintain this software and therefore is the sole source provider of these services.

Please contact myself or Wendy Williams, Director of Client Services, if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc Fratello'.

Marc Fratello

General Manager

ScytI

[marc.fratello@scytI.com](mailto:marc.fratello@scytI.com)

[www.scytI.com](http://www.scytI.com)

## **SUBSCRIPTION AGREEMENT**

**Between  
Williamson County, TX  
&  
SOE SOFTWARE CORPORATION (d/b/a SCYTL)**

### **PREAMBLE**

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of this August 1st<sup>th</sup> 2017, by and between Williamson County with address at 901 S. Austin Avenue, Georgetown, TX 78626, United States (the "Customer") and SOE Software Corporation (d/b/a SCYTL) a corporation existing under the laws of Florida, with principal offices at 5426 Bay Center Drive, Suite 525, Tampa, FL 33609 ("SCYTL"). Collectively, SCYTL and the Customer shall be referred to as the "PARTIES" and each separately as the "PARTY".

### **RECITALS**

- A. SCYTL is a technology company specializing in providing election management and online voting solutions. SCYTL has developed and is the rightful owner/SCYTL is the rightful Licensor of a (Help Desk Support, Asset Tracking), among other solutions (hereinafter referred to as the SOFTWARE).
- B. The Customer has decided to retain the services of SCYTL to provide the SOFTWARE on a SaaS model.
- C. The PARTIES desire to enter into this SaaS Agreement so as SCYTL will license the Software to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

### **ARTICLE 1. - DEFINITIONS**

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: means Williamson County
- SaaS: Software as a Service.
- SCYTL: SOE SOFTWARE CORPORATION
- Software: Election Help Desk Support, Asset Tracking
- Subscription: the services and license provided by SCYTL to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

### **ARTICLE 2. - SOFTWARE SUBSCRIPTION**

2.1. Provision of the SOFTWARE. Under the terms and conditions hereunder agreed SCYTL provides the Customer with (i) the SOFTWARE as SaaS; (ii) Maintenance and support services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, Scytl hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWARE and Documentation are licensed, not sold. SCYTL and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of Scytl except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

### **ARTICLE 3. - HOSTING AND INSTALLATION**

3.1. SCYTL shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.

- a. Hosting of the SOFTWARE in SCYTL's servers in a Cloud Hosted Data Center rented by SCYTL located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty four (24) hours per day except for scheduled maintenance.
- b. Installation, test and initial system set up in the servers in the Data Center.
- c. Standard documentation including setup and back-office user guides in English.

3.2. SCYTL shall provide the Customer with the following hosting support and service level:

- a. Availability of 99.9% uptime (excluding scheduled maintenance windows).
- b. Reporting tools will be available upon request to show historic data.
- c. Full infrastructure and network redundancy using distributed cloud locations.

#### **ARTICLE 4. - MAINTENANCE AND SUPPORT**

4.1. During the Term of this Agreement SCYTL shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached hereto as an Appendix 1, being integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors or malfunctions in the SOFTWARE;

4.2 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

**CUSTOMER: Kay Eastes and Chris Davis**

Email: [Keastes@Wilco.org](mailto:Keastes@Wilco.org) and [cjdavis@wilco.org](mailto:cjdavis@wilco.org)

**SCYTL: Wendy Williams**

Email: [Wendy.Williams@Scytl.com](mailto:Wendy.Williams@Scytl.com)

#### **ARTICLE 5. - CUSTOMER AND CUSTOMER DATA**

5.1. As between SCYTL and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. SCYTL shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer request. SCYTL shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

#### **ARTICLE 6. - DATA PROTECTION**

6.1. In order to provide Maintenance and Support Services, under this Agreement SCYTL may need to have access or process personal data under the control of the Customer. In that case, SCTYL, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

- a. To process the personal data only in accordance with the instructions provided by the Customer as data controller;

- b. To not apply or use the personal data for a purpose other than set out in this Agreement, and
- c. To not communicate the personal data to other persons even for their preservation.

6.2. SCTYL warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SCTYL on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SCYTL shall destroy or return to the Customer the personal data processed by SCYTL on behalf of the Customer under this Agreement together with any support or document containing personal data.

#### **ARTICLE 7. - CUSTOMER RESPONSIBILITIES.**

7.1. The Customer is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The Customer shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify Scytl promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SCYTL's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SCYTL.

7.4. SCYTL will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfill any of its obligations.

#### **ARTICLE 8. - SUBSCRIPTION TERM AND TERMINATION**

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term)

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term").

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause upon thirty (30) calendar days prior written notice in the event a Party hereto:

- a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 17.1 of this Agreement.
- b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SCYTL and without prejudice of the interests set forth in Article 9.5.

- c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- d. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

8.4. Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE .

8.5. Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SCYTL prior to the effective date of termination.

#### **ARTICLE 9. - FEES FOR SUBSCRIPTION AND OTHER SERVICES**

9.1. The Customer shall pay to SCYTL as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

<b>Service</b>	<b>Fee</b>	<b>Invoicing Date</b>
Clarity Help Desk Support and Asset Tracking Annual Maintenance Fee * 08/01/17-07/31/18	\$20,500	August 1 <sup>st</sup> , 2017
Clarity Help Desk Support Annual Maintenance Fee * 08/01/18-12/31/18	\$3,500	July 1 <sup>st</sup> , 2018
Clarity Asset Tracking Annual Maintenance Fee * 08/01/18-07/31/19	\$14,500	July 1 <sup>st</sup> , 2018
Clarity Asset Tracking Annual Maintenance 08/01/19-07/31/20	\$14,500	July 1 <sup>st</sup> , 2019

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree to renew or extend the Subscription (The Renewal Term), SCYTL may increase the License fee for any Renewal Term by at least thirty (30) days' prior notice.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable cannot be decreased during the relevant Subscription Term.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

#### **ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY**

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SCYTL and the Customer shall be that of independent contractors.

#### **ARTICLE 11. - CONFIDENTIAL INFORMATION**

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY (however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which (a) was known to the Recipient before receipt from the Discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by the Discloser to a third party without a duty of confidentiality on the third party; (e) is independently developed by the Recipient without a breach of this Agreement; or (f) is disclosed by the Recipient, without a confidentiality requirement imposed on the third party receiving the disclosure, with the Discloser's prior written approval. If a Recipient is required by a government body or court of law to disclose Confidential Information, the Recipient agrees to give the Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order.

## **ARTICLE 12. - WARRANTIES AND DISCLAIMERS**

12.1. SCYTL represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Annex I for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SCYTL owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SCYTL does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SCYTL shall use reasonable commercial efforts to correct such breach of the warranty. If Scytl is unable to remedy the breach of warranty within a reasonable time, SCYTL shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SCYTL receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. THE WARRANTIES SET OUT IN SECTION 12 HEREOF ARE THE ONLY WARRANTIES PROVIDED BY SCYTL AND THE REMEDIES SET OUT IN SECTION 12.2 HEREOF ARE THE SOLE AND EXCLUSIVE REMEDIES OF SCYTL FOR A BREACH OF WARRANTY.

## **ARTICLE 13. - INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION**

13.1. Subject to this Agreement, SCYTL shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SCYTL; (b) gives SCYTL sole control of the defense and settlement of the Infringement Claim (provided that SCYTL may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SCYTL all reasonable assistance and information.

13.2. If (a) SCYTL becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SCYTL with notice of an actual or potential Infringement Claim, SCYTL may (or in the case of an injunction against the Customer, shall), at SCYTL' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SCYTL in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SCYTL with other products, SOFTWARE or services not provided or approved by SCYTL, other than SOFTWARE designed by SCYTL with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SCYTL if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. THIS ARTICLE 13 CONTAINS SCYTL' ENTIRE LIABILITY, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

#### **ARTICLE 14. - CUSTOMER INDEMNIFICATION**

To the extent authorized under Texas Law, the Customer shall defend, indemnify and hold SCYTL harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against SCYTL by a third party alleging that the Customer's Data or the Customer use of the SOFTWARE and Documentation in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that SCYTL (a) promptly gives written notice of the third party claim to the Customer; (b) gives the

Customer sole control of the defense and settlement of the third party claim (provided that the Customer may not settle or defend any third party claim unless it unconditionally releases SCYTL of all liability); and (c) provides to the Customer, at the Customer's cost, all reasonable assistance and information.

#### **ARTICLE 15. - LIMITATION OF LIABILITY**

15.1. SUBJECT TO SECTION 15.3. HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).

15.2. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.

#### **ARTICLE 16.-NOTICES**

16.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 16.2 and 16.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

16.2. Unless and until otherwise notified to SCYTL, Customer's address for the purposes of this agreement shall be:

**Williamson County Elections**  
301 SE Inner Loop Ste 104  
Georgetown, TX 78626

Attention: Chris Davis, Election Administrator  
E-mail: [cjdavis@wilco.org](mailto:cjdavis@wilco.org)

16.3. Unless and until otherwise notified to the Customer, SCYTL's address for the purposes of this agreement shall be:

**SOE SOFTWARE CORPORATION**  
5426 Bay Center Drive, Suite 525,  
Tampa, FL 33609  
Attention: Marc Fratello  
Email: [marc.fratello@scytl.com](mailto:marc.fratello@scytl.com)  
c.c.:  
Scytl Secure Electronic Voting S. A.  
1-3 Plaça Gal·la Plàcidia

08006 Barcelona  
Spain  
Attention: Mrs. Silvia Caparrós de Olmedo  
Email: silvia.caparros@scyt1.com

#### **ARTICLE 17 - OTHER PROVISIONS**

17.1. Cure any failure by a PARTY to meet any of its obligations under this Agreement, must be brought to the other PARTY's attention, in writing. The defaulting PARTY shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

17.2. No Waivers the failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

17.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

17.4. Severability if any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

17.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

17.6. Right to Audit: SCYTL agrees that Customer 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 SCYTL which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SCYTL agrees that Customer shall have access during normal working hours to all necessary SCYTL facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give SCYTL reasonable advance notice of intended audits.

17.7. Mediation: The Parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Agreement.

17.8. Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

17.9. Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No

modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

17.10. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

17.11. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated. This Article 17.9 does not apply to excuse a failure to make payments when due.

17.12 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

**CUSTOMER**

\_\_\_\_\_  
By: Dan A. Gattis  
County Judge

**SOE SOFTWARE CORPORATION**

(d/b/a SCYTL)

  
\_\_\_\_\_  
By: Marc Fratello  
General Manager

**Commissioners Court - Regular Session****48.****Meeting Date:** 08/01/2017

Debt Serve Fund BA 08-01-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve budget amendment to acknowledge additional revenue for the Debt Service Fund:

**Background**

To recognize the proceeds and the associated expenditures for the 2017 Limited Tax Refunding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0000.370400	Proceeds fm Bond/CO Issuances	\$43,230,000.00
	0600.0000.370401	Premium fr Bond/CO Issuances	\$7,335,475.25

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 10:43 AM

**Commissioners Court - Regular Session****49.****Meeting Date:** 08/01/2017

Debt Serve Fund BA 08-01-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**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 Debt Services Fund:

**Background**

To recognize the proceeds and the associated expenditures for the 2017 Limited Tax Refunding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0600.0600.004098	Pymt to Refunding Escrow Agent	\$50,565,475.25

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 10:47 AM

**Commissioners Court - Regular Session****50.****Meeting Date:** 08/01/2017

Debt Service LIT 08-01-2017

**Submitted For:** Melanie Denny**Submitted By:** Angela Schmidt, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and consider approving a line item transfer for the Debt Service Fund:

**Background**

To recognize the proceeds and the associated expenditures for the 2017 Limited Tax Refunding.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0600.0600.006628	10 Pass Through Toll-Int	\$351,690.63
From	0600.0600.006630	11 Unlimited Tax Refunding-Int	\$623,100.71
To	0600.0600.006647	17 Limited Tax Refunding-Int	\$130,855.47
To	0600.0600.004098	Pynt to Refunding Escrow Agent	\$349,621.23
To	0600.0600.004099	Bond Issuance Cost	\$494,314.64

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 07/26/2017

**Reviewed By**

Wendy Coco

**Date**

07/26/2017 09:54 AM

Started On: 07/25/2017 10:52 AM

**Commissioners Court - Regular Session****51.****Meeting Date:** 08/01/2017

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 10:57 AM

Started On: 07/27/2017 10:11 AM

## Commissioners Court - Regular Session

52.

**Meeting Date:** 08/01/2017

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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### 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 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

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### Fiscal Impact

From/To	Acct No.	Description	Amount
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### Attachments

*No file(s) attached.*

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 10:57 AM

Started On: 07/27/2017 10:04 AM

**Commissioners Court - Regular Session****61.****Meeting Date:** 08/01/2017

2017-2018 Post Recommendation Budget Hearings

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

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**Information****Agenda Item**

1:00 Public Hearing:

2017-2018 Post Recommendation Public Hearings / Departmental Presentations on Departmental Budget Requests.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/27/2017

**Reviewed By**

Wendy Coco

**Date**

07/27/2017 09:48 AM

Started On: 07/26/2017 05:21 PM