

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**AUGUST 22ND, 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 – 16 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0509-004430	Utilities	\$2,961
To	0100-0509-001107	Temporary Employment	\$2,750
To	0100-0509-002010	FICA	\$211

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005740	Computer Equipment >\$5,000	\$14,000.00
From	0100.0560.005730	Radio Equipment >\$5,000	\$55,000.00
From	0100.0560.003010	Computer Equipment	\$8,000.00
From	0100.0560.004511	Firing Range Maint & Repairs	\$10,000.00

To	0100.0560.004541	Vehicle Repairs & Maint	\$87,000.00
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7. Discuss, consider and take appropriate action on a line item transfer for the Sheriff's Office.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip > \$5,000	\$3,000.00
To	0100.0560.003008	Law Enforcement Equip < \$5,000	\$3,000.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.004703	MH/MR	\$20,000.00
To	0100.0560.003311	Uniforms	\$7,660.00
To	0100.0560.003001	Small Equipment and Tools	\$12,340.00

9. 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	\$750
To	0100-0542-004500	Maintenance Contracts	\$750

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0542-003110	Other Supplies	\$3,500
To	0100-0542-003001	Small Equipment and Tools	\$3,500

11. 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	\$4,155.84
To	0100-0570-001105	LE Salaries	\$4,155.84

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal Dist	\$24,211.00

From	0100-0409-004419	Property Insurance	\$60,789.00
To	0100-0560-001110	Overtime	\$85,000.00

13. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
15. Discuss, consider, and take appropriate action on approval of the revised plat for the North San Gabriel Ranches - Pct 3.
16. Discuss, consider, and take appropriate action on approval of the final plat for the LSRWA subdivision - Pct 3.

## REGULAR AGENDA

17. Discuss and take appropriate action concerning the Burn Ban for Williamson County, Texas.
18. Discuss and take appropriate action regarding the cancellation of Commissioners Court for September 5th, 2017.
19. Discuss, consider and take appropriate action on the Budget Order for Fiscal Year 17/18.
20. 10:00 a.m. Public Hearing on proposed 2017 tax rate for Williamson County.
21. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
22. Discuss, consider, and take any appropriate action regarding Change Order No. 3 in the amount of \$91,734.95 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.
23. Discuss, consider, and take any appropriate action regarding Change Order No. 4 in the amount of \$59,124.65 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.
24. Discuss, consider and take appropriate action on approving line item transfer for 2015 Certificates of Obligation from Non Departmental P356 to Georgetown Annex P325 in the amount of \$253,704.
25. Discuss, consider and take appropriate action on a Possession & Use Agreement with WC Round Rock Land Partners, LP, a Texas limited partnership for right of way needed on N. Mays (Parcel 5).
26. Discuss, consider and take appropriate action on a Possession & USe Agreement with WC Round Rock Land Partners, LP, a Texas limited partnership for right of way needed on N. Mays. (Parcel 6)
27. Discuss, consider and take appropriate action on the Department of Infrastructure's presentation and recommendation regarding the Cedar Hollow Relief Route, low water bridge flooding, and all other matters relating thereto.

28. Discuss 2017-2018 Budget.
29. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2017-2018 County Clerk's Records Archive Fund for September 19th, 2017 at 10:00 am.
30. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2017-2018 District Clerk's Records Technology Fund for September 19th, 2017 at 10:15 am.
31. Discuss, consider and take appropriate action authorizing advertising and setting a date for a public hearing on the 2018 County Clerk's Records Archive Plan/Fund for September 19th, 2017 at 10:00 AM.
32. Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018 District Clerk's Technology Plan/Fund for September 19th, 2017 at 10:15 AM.
33. Discuss, consider and take any appropriate action regarding renewal of contract with the Texas State Library to support operations of the Williamson County Clerk's office.
34. Discuss, consider and take appropriate action regarding the engagement of the law firm of McGinnis, Lochridge and Kilgore, L.L.P. to represent Williamson County in relation to IRS Worker Reclassification Tax Court Representation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
35. Discuss, consider and take appropriate action on the OSSF Program employee's current vacation, sick, holiday, floating holiday, compensatory time leave balances and longevity.
36. Discuss, consider, and take appropriate action on Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services by and between RHad Enterprises, Inc., D/B/A Mode Design Company, formerly also D/B/A Moman Architecture for the performance of additional architectural and engineering services in relation to Southwest Williamson County Regional Park.
37. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to set auction dates for Williamson County.
38. Discuss, consider and take appropriate action on authorizing the annual System Support Agreement for system and maintenance support of the Electronic Docket System for the term of 10/01/2017 through 09/30/18, with Infax, Inc., for the annual amount of \$8,300.00.
39. 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 Court Reporter Service Fund:

**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0355.0355.004135	Visiting Court Reporters	\$7,400.00



## 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)."***

40. 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
41. 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.
    - aa) Discuss Cedar Hollow low water crossing and Lost River.
- 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.

- 42.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
  - b) Status Update-Pending Cases or Claims;
  - c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - d) Employee/personnel related matters
  - e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
  - f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
  - g) County Road 241 utility and Right-of-Way Issues and matters;
  - h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
  - i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
  - j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
  - k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
  - l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
  - m) Berry Springs Park and Preserve pipeline
  - n) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
  - Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
  - o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
  - p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
  - q) Case No. 1:17-cv-00290, Rodney A. Hurdsmen v. Williamson County Sheriff Deputies Pokluda et al, In The United States District Court For The Western District of Texas – Austin Division.
- 43.** 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).
- 44.** 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)

45. Discuss and take appropriate action concerning economic development.
46. Discuss and take appropriate action concerning real estate.
47. 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.
48. 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.
49. Comments from Commissioners.

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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:** 08/22/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

Need additional funds for the rest of the FY for a temporary HVAC Technician. We are currently shorthanded due to an employee being out due to injury.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0509-004430	Utilities	\$2,961
To	0100-0509-001107	Temporary Employment	\$2,750
To	0100-0509-002010	FICA	\$211

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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: Gina Wrehsnig

Final Approval Date: 08/15/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/14/2017 01:11 PM

08/15/2017 08:07 AM

Started On: 08/11/2017 07:44 AM

**Commissioners Court - Regular Session****6.****Meeting Date:** 08/22/2017

Line Item Transfer

**Submitted For:** Robert Chody**Submitted By:** Peggy Braun, 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 requested in order to cover the current deficit of \$12,230.59 in Vehicle Repairs & Maintenance and estimated cost for the remaining Budget year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005740	Computer Equipment >\$5,000	\$14,000.00
From	0100.0560.005730	Radio Equipment >\$,5000	\$55,000.00
From	0100.0560.003010	Computer Equipment	\$8,000.00
From	0100.0560.004511	Firing Range Maint & Repairs	\$10,000.00
To	0100.0560.004541	Vehicle Repairs & Maint	\$87,000.00

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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: Peggy Braun

Final Approval Date: 08/15/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/14/2017 01:11 PM

08/15/2017 08:06 AM

Started On: 08/11/2017 11:15 AM

**Commissioners Court - Regular Session****7.****Meeting Date:** 08/22/2017

Line Item Transfer for County Sheriff

**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 a line item transfer for the Sheriff's Office.

**Background**

To fund the purchase of Tasers needing to be replaced because they are broken and unable to be repaired.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.005008	Law Enforcement Equip > \$5,000	\$3,000.00
To	0100.0560.003008	Law Enforcement Equip < \$5,000	\$3,000.00

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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: Starla Hall

Final Approval Date: 08/15/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/14/2017 01:11 PM

08/15/2017 08:27 AM

Started On: 08/11/2017 03:12 PM

**Commissioners Court - Regular Session****8.****Meeting Date:** 08/22/2017

Line Item Transfer for County Sheriff

**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 a line item transfer for the Sheriff's Office.

**Background**

Transferring funds to purchase gym equipment and PT uniforms in support of our Fit for Duty/Wellness program that the Sheriff is implementing. We have several gym equipment items that are broken that need to be replaced and also in need of other added equipment that all 535 SO employees can utilize. Examples of some items needed are the following:

(8) Concept 2 Model D Indoor Rowing Machines with PM5 = \$945.00/ea. total \$7,560.00

(4) Xterra Fitness TR6.6 Treadmills = \$1,000.00/ea. total \$4,000.00

(6) RevTime Super Large Exercise Mats 6x6 feet Heavy Duty Cardio Mat \$130.00/ea. total \$780.00

WCSSO labeled PT uniform gear \$7,660.00

Total expense \$20,000.00 approx.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.004703	MH/MR	\$20,000.00
To	0100.0560.003311	Uniforms	\$7,660.00
To	0100.0560.003001	Small Equipment and Tools	\$12,340.00

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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: Starla Hall

Final Approval Date: 08/15/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

08/15/2017 09:20 AM

08/15/2017 09:57 AM

Started On: 08/14/2017 12:50 PM

**Commissioners Court - Regular Session****9.****Meeting Date:** 08/22/2017

Line item transfer for Hazardous Materials

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

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**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. Funding was approved in 4543 (Repairs to Equipment), but should be allocated to 4500 (Maintenance Contracts), per the Auditor's office. We transferred funding last month to cover these expenses, but have since discovered that in addition to our annual testing, our air cylinders are due for their 5 year inspection. We request that the funds are moved from 4543 to 4500 to comply with the Auditor's Office recommendation and guidance.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From:	0100-0542-004543	Repairs to Equipment	\$750
To:	0100-0542-004500	Maintenance Contracts	\$750

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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: Kelly Luna

Final Approval Date: 08/17/2017

**Reviewed By**

Rebecca Clemons

Ashlie Koenig

**Date**

08/16/2017 03:05 PM

08/17/2017 11:26 AM

Started On: 08/15/2017 10:28 AM



**Commissioners Court - Regular Session****10.****Meeting Date:** 08/22/2017

Line item transfer for Hazardous Materials

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

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**Information****Agenda Item**

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

**Background**

This request is to transfer funds for the replacement of flashlights in our vehicles and trailers. We must use a specific type of flashlight that is certified for use in HazMat situations, and have attached the quote and flashlight specifications. The current flashlights are over a decade old, have seen many hazardous scenes, and are no longer operating at full capacity.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From:	0100-0542-003110	Other Supplies	\$3,500
To:	0100-0542-003001	Small Equipment and Tools	\$3,500

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**Attachments**Estimate for HazMat flashlightsSpecifications for flashlights

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Luna

Final Approval Date: 08/17/2017

**Reviewed By**

Rebecca Clemons

Ashlie Koenig

**Date**

08/16/2017 03:06 PM

08/17/2017 11:26 AM

Started On: 08/15/2017 10:42 AM



Date	Estimate #
8/14/2017	6335

P.O. No.	Rep	Project/Event
	JDM	

It's been a pleasure working with you!	<b>Subtotal</b>	\$2,957.21
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$2,957.21

Web Site
<a href="http://www.farrwestenv.com">www.farrwestenv.com</a>

# CERTIFICATE OF COMPLIANCE

**Certificate Number** 20130415-E184884  
**Report Reference** E184884-20130415  
**Issue Date** 2013-APRIL-15

**Issued to:** PELICAN PRODUCTS INC  
23215 EARLY AVE  
TORRANCE CA 90505

**This is to certify that  
representative samples of**

FLASHLIGHTS AND LANTERNS FOR USE IN  
HAZARDOUS LOCATIONS

Flashlight, Model 9415, intrinsically safe for use in Class  
I, Division 1, Groups A, B, C, and D Hazardous Locations  
when used with Pelican Cat. No. 9418 rechargeable NiMH  
battery pack.

Have been investigated by UL in accordance with the  
Standard(s) indicated on this Certificate.


**Standard(s) for Safety:**

UL 913, Intrinsically Safe Apparatus and Associated  
Apparatus for Use in Class I, II, and III, Division 1,  
Hazardous (Classified) Locations;  
CAN/CSA-C22.2 No. 157-92, Intrinsically Safe and Non-  
incendive Equipment for Use in Hazardous Locations

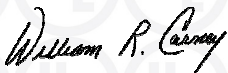
**Additional Information:**

See the UL Online Certifications Directory at  
[www.ul.com/database](http://www.ul.com/database) for additional information

Only those products bearing the UL Listing Mark for the US and Canada should be considered as  
being covered by UL's Listing and Follow-Up Service meeting the appropriate requirements for US  
and Canada.

The UL Listing Mark for the US and Canada generally includes: the UL in a circle symbol with "C" and  
"US" identifiers:  the word "LISTED"; a control number (may be alphanumeric) assigned by UL;  
and the product category name (product identifier) as indicated in the appropriate UL Directory.

Look for the UL Listing Mark on the product.



William R. Carney, Director, North American Certification Programs  
UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please  
contact a local UL Customer Service Representative at [www.ul.com/contactus](http://www.ul.com/contactus)



**Commissioners Court - Regular Session****11.****Meeting Date:** 08/22/2017

Line Item Transfer for Jail

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

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**Information****Agenda Item**

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

**Background**

This is to transfer funds from Salaries to Law Enforcement Salaries for the Jail Operator Positions that are moving from the B Grade Chart to the C Grade Chart. These were acted on August 1st. An open position was missed. The moving of the position was approved on consent agenda on August 15th. This is the movement of the base salary for the remainder of the fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0570-001100	Salaries	\$4,155.84
To	0100-0570-001105	LE Salaries	\$4,155.84

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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: 08/16/2017

**Reviewed By**

Rebecca Clemons

**Date**

08/16/2017 03:06 PM

Started On: 08/16/2017 09:10 AM

**Commissioners Court - Regular Session****12.****Meeting Date:** 08/22/2017

Line Item Transfer for the Sheriff's Department

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**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**

This amount will cover the current deficit of \$4,682.55 thru pay period ending August 10, 2017. It will also cover 100 hours of increased overtime for the Labor Day Weekend holiday enforcement as well as increased service volume for Summer months of August and September.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004711	Tax Appraisal Dist	\$24,211.00
From	0100-0409-004419	Property Insurance	\$60,789.00
To	0100-0560-001110	Overtime	\$85,000.00

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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: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/17/2017 09:53 AM

**Commissioners Court - Regular Session****13.****Meeting Date:** 08/22/2017

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: 08/17/2017

**Reviewed By**

Tammy Fennell

Wendy Coco

**Date**

08/17/2017 11:18 AM

08/17/2017 11:21 AM

Started On: 08/17/2017 09:58 AM

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Constable 4	0302	10871	\$34,121.16	\$34,632.98	\$511.82	1.50%	Merit	Unallocated	8/11/2017
Constable 4	0313	11436	\$37,415.46	\$38,163.77	\$748.31	2.00%	Merit	Unallocated	8/11/2017
Constable 4	0312	04440	\$39,821.05	\$40,219.26	\$398.21	1.00%	Merit	Unallocated	8/11/2017
Justice of the Peace 2	0986	Vacant	\$35,795.47	\$36,144.28	\$348.81	0.97%	Increase vacant position salary	Unallocated	8/11/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****14.****Meeting Date:** 08/22/2017

Justice of the Peace 4 JULY 2017 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**JP4 EOM JULY 2017

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

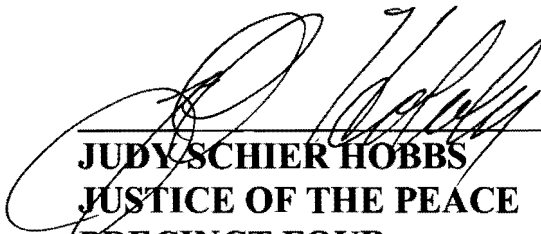
Started On: 08/17/2017 10:42 AM



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

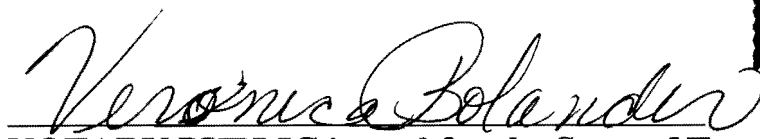
**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

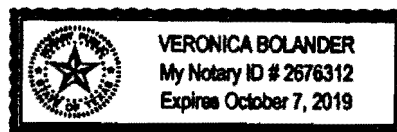
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July, 2017.

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



10th day of August, 2017 to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
**NOTARY PUBLIC in and for the State of Texas**



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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 07/01/2017-07/31/2017

Date Printed: 8/10/2017  
Time Printed: 12:09:12PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	3	30.00	30.00	0.00	15.00	0.00	0.00	15.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICION	EVICION FILING FEE	61	1,175.00	1,175.00	75.00	825.00	0.00	0.00	275.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	117	586.56	586.56	22.56	460.56	7.44	0.00	96.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	91	4,830.00	4,830.00	350.00	3,220.00	70.00	0.00	1,190.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	9	225.00	225.00	0.00	100.00	25.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	11	55.00	55.00	0.00	20.00	0.00	0.00	35.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,800.00	1,800.00	0.00	750.00	0.00	0.00	1,050.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	4	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	57.00	57.00	0.00	57.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	42	993.84	993.84	0.00	993.84	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	117	977.60	977.60	37.60	767.60	12.40	0.00	160.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	0.00	0.00	0.00	22.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSE	5	50.00	50.00	18.84	0.00	6.16	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
TCF	TRUANT CONDUCT FEE	4	250.00	250.00	100.00	0.00	50.00	0.00	100.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY CT	TRUANCY CONTEMPT FI	4	400.00	400.00	300.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
VSPF	VITAL STATISTICS PRESE	1	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>	487	11,532.00	11,532.00	929.00	7,264.00	271.00	0.00	3,068.00	\$0.00	0.00	0.00	
Direct Deposit	\$0.00							HB2398		\$0.00		
Cash	\$929.00							CSR Credit		\$0.00		
Checks	\$7,264.00							Jail Credit		\$0.00		Post for Refund \$0.00
Money Orders	\$271.00							Non-Monetary		\$0.00		Over Payments \$0.00
Credit Cards :	\$3,068.00			Escrow Payments	\$0.00	Transaction Fee	\$0.00					
<b>TOTAL CURRENCY</b>	<b>\$11,532.00</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>			

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 07/01/2017-07/31/2017

Date Printed: 8/10/2017  
Time Printed: 12:09:12PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,177.00	447.00	0.00	0.00	0.00	1,624.00
0100-0000-341904		4,390.00	2,240.00	0.00	0.00	0.00	6,630.00
0100-0000-351304		400.00	0.00	0.00	0.00	0.00	400.00
0100.0000.341804		1,018.84	25.00	0.00	0.00	0.00	1,043.84
0399-0000-208822		490.56	96.00	0.00	0.00	0.00	586.56
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	817.60	160.00	0.00	0.00	0.00	977.60
01-0369-0000-341917	TRUANT CONDUCT FEE	150.00	100.00	0.00	0.00	0.00	250.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	20.00	0.00	0.00	0.00	0.00	20.00
<b>TOTALS :</b>		8,464.00	3,068.00	0.00	0.00	0.00	11,532.00

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

**Payment Register: Summary Section**  
**Williamson County Justice of the Peace, Pct. 4**  
**By Date 07/01/2017-07/31/2017**

**Date Printed: 8/10/2017**  
**Time Printed: 12:10:17PM**

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	215	880.93	870.93	182.24	0.00	90.18	0.00	598.51	5.00	5.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	195	830.12	830.12	71.90	0.00	145.64	0.00	612.58	0.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	18	79.91	79.91	45.00	0.00	8.16	0.00	26.75	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	4	49.60	49.60	9.60	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	15.00	15.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	24	240.00	240.00	50.00	0.00	40.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	39	2,337.53	2,337.53	178.75	0.00	655.55	0.00	1,503.23	0.00	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	91	887.33	887.33	95.73	0.00	306.90	0.00	484.70	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	612	47,335.92	44,435.92	6,262.65	0.00	4,176.80	0.00	33,996.47	2,550.00	350.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	2.00	2.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	17	1,046.75	1,046.75	680.00	0.00	48.00	0.00	318.75	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	311	813.81	810.81	84.92	0.00	132.42	0.00	593.47	3.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	2	4.87	4.87	0.00	0.00	0.07	0.00	4.80	0.00	0.00	0.00	0100-0000-341914
AWF	AUSTIN POLICE DEPARTM	1	7.22	7.22	0.00	0.00	0.00	0.00	7.22	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	2	1,278.00	1,278.00	0.00	1,278.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
CIW.	CONSTABLE 1 WARRANT	3	12.33	12.33	0.00	0.00	0.00	0.00	12.33	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	1	14.16	14.16	0.00	0.00	0.00	0.00	14.16	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	60	1,335.34	1,285.34	207.86	0.00	262.80	0.00	814.68	0.00	50.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	463	14,863.24	14,623.24	2,390.99	0.00	2,062.22	0.00	0,170.03	200.00	40.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	462	1,116.51	1,098.51	181.16	0.00	154.68	0.00	762.67	15.00	3.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	3	0.24	0.24	0.00	0.00	0.00	0.00	0.24	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	458	370.95	364.95	59.40	0.00	51.57	0.00	253.98	5.00	1.00	0.00	0361-0000-341154
COM	COMMITMENT	22	71.81	46.81	7.68	0.00	19.96	0.00	19.17	25.00	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	7	272.96	122.96	9.46	0.00	0.00	0.00	113.50	150.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208170
HWF	HUTTO POLICE DEPARTM	1	11.91	11.91	0.00	0.00	11.91	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	456	737.84	725.84	118.76	0.00	103.11	0.00	503.97	10.00	2.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	1	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	454	1,841.40	1,811.40	296.92	0.00	257.82	0.00	1,256.66	25.00	5.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	461	1,484.68	1,460.68	237.52	0.00	206.26	0.00	1,016.90	20.00	4.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	461	1,484.68	1,460.68	237.52	0.00	206.26	0.00	1,016.90	20.00	4.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	461	2,222.58	2,186.58	356.32	0.00	309.39	0.00	1,520.87	30.00	6.00	0.00	0399-0000-208352
LPDWF	LEANDER POLICE DEPAR	3	150.00	150.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	1	3.00	3.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	319	28.56	28.46	3.64	0.00	4.63	0.00	20.19	0.10	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	2	298.00	298.00	0.00	0.00	0.00	0.00	298.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	2	43.00	43.00	0.00	0.00	43.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	22	71.81	46.81	7.68	0.00	19.96	0.00	19.17	25.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	4	135.52	35.52	0.00	0.00	17.12	0.00	18.40	100.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	18	2,450.00	2,450.00	795.25	0.00	0.00	0.00	1,654.75	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	311	8,138.18	8,108.18	849.15	0.00	1,324.24	0.00	5,934.79	30.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	30	110.29	110.29	39.70	0.00	10.07	0.00	60.52	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	29	67.25	67.25	22.15	0.00	0.00	0.00	45.10	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	103	1,553.47	1,478.47	323.35	0.00	185.09	0.00	970.03	50.00	25.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	436	721.29	717.29	118.61	0.00	99.62	0.00	499.06	2.00	2.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRAT	9	393.34	90.64	0.00	0.00	0.00	0.00	90.64	302.70	0.00	0.00	0100-0000-207027

<b>TOTALS SUMMARY</b>		6597	95,818.58	91,753.78	13,946.16	1,278.00	11,106.43	0.00	65,423.19	\$3,567.80	497.00	0.00
<b>Direct Deposit</b>	\$0.00								<b>HB2398</b>	\$0.00		
<b>Cash</b>	\$13,946.16								<b>CSR Credit</b>	\$497.00		
<b>Checks</b>	\$1,278.00								<b>Jail Credit</b>	\$3,567.80	<b>Post for Refund</b>	\$0.00
<b>Money Orders</b>	\$11,106.43								<b>Non-Monetary</b>	\$0.00	<b>Over Payments</b>	\$0.00
<b>Credit Cards :</b>	\$65,423.19		<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00						
<b>TOTAL CURRENCY</b>	\$91,753.78		<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>	\$4,064.80	<b>TOTAL PAID</b>	\$0.00		

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 07/01/2017-07/31/2017

Date Printed: 8/10/2017  
Time Printed: 12:10:17PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		1,278.00	0.00	0.00	0.00	0.00	1,278.00
0100-0000-209600		728.00	318.75	0.00	0.00	0.00	1,046.75
0100-0000-209700		43.00	0.00	0.00	0.00	0.00	43.00
0100-0000-341804		2,031.01	3,698.89	313.00	0.00	0.00	6,042.90
0100-0000-341911		0.00	12.33	0.00	0.00	0.00	12.33
0100-0000-341913		0.00	14.16	0.00	0.00	0.00	14.16
0100-0000-341914		542.65	925.10	50.00	0.00	0.00	1,517.75
0100-0000-351304		10,439.45	33,996.47	2,900.00	0.00	0.00	47,335.92
0100-0000-370500		3.00	0.00	0.00	0.00	0.00	3.00
0360-0000-341150		335.84	762.67	18.00	0.00	0.00	1,116.51
0361-0000-341154		110.97	254.22	6.00	0.00	0.00	371.19
0372-0000-341144		443.78	1,016.90	24.00	0.00	0.00	1,484.68
0399-0000-208160		4,453.21	10,170.03	240.00	0.00	0.00	14,863.24
0399-0000-208170		5.00	0.00	0.00	0.00	0.00	5.00
0399-0000-208180		0.25	0.00	0.00	0.00	0.00	0.25
0399-0000-208235		443.78	1,016.90	24.00	0.00	0.00	1,484.68
0399-0000-208300		15.00	0.00	0.00	0.00	0.00	15.00
0399-0000-208352		665.71	1,520.87	36.00	0.00	0.00	2,222.58
0399-0000-208400		270.70	639.33	0.00	0.00	0.00	910.03
0399-0000-208425		2,173.39	5,934.79	30.00	0.00	0.00	8,138.18
0399-0000-208500		2.00	0.00	0.00	0.00	0.00	2.00
0399-0000-208850		0.00	298.00	0.00	0.00	0.00	298.00
0399-0000-208860		508.44	970.03	75.00	0.00	0.00	1,553.47
0399-0000-208703		221.87	503.97	12.00	0.00	0.00	737.84
0399-0000-208415		8.27	20.19	0.10	0.00	0.00	28.56
0100-0000-207027		0.00	90.64	302.70	0.00	0.00	393.34
01-0100-0000-207017	DLQ FEE	834.30	1,503.23	0.00	0.00	0.00	2,337.53
0103690000370000	JUVENILE CASE MANAGER FUND	554.74	1,256.66	30.00	0.00	0.00	1,841.40
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	218.23	499.06	4.00	0.00	0.00	721.29
<b>TOTALS :</b>		26,330.59	65,423.19	4,064.80	0.00	0.00	95,818.58

**Commissioners Court - Regular Session****15.****Meeting Date:** 08/22/2017

Discuss consider and take appropriate action on approval of the revised plat for the North San Gabriel Ranches subdivision - Pct 3

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

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the revised plat for the North San Gabriel Ranches - Pct 3.

**Background**

This revised plat consists of two single family lots in the North San Gabriel Ranches subdivision.

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**Fiscal Impact**

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

North San Gabriel Ranches Replat

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 08/17/2017

**Reviewed By**

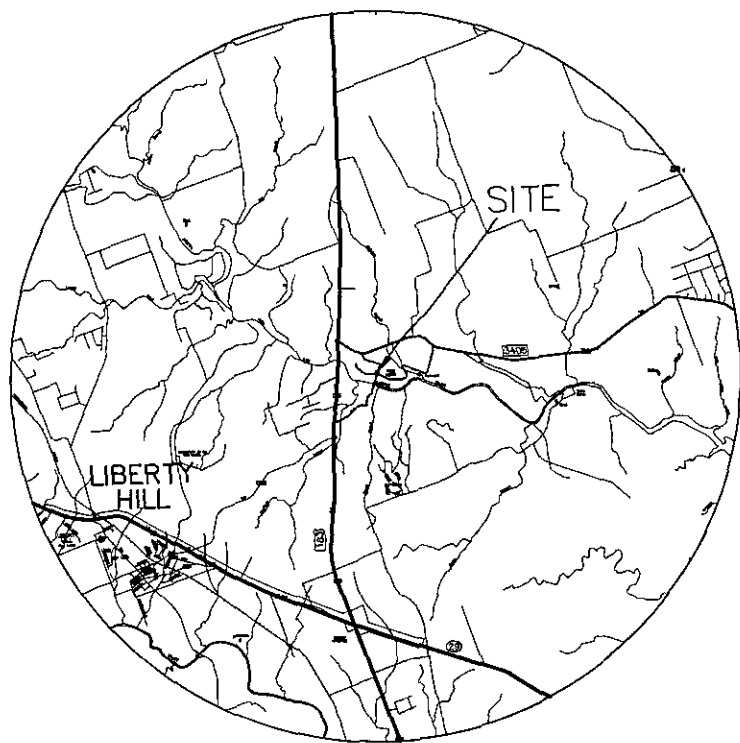
Wendy Coco

**Date**

08/17/2017 11:01 AM

Started On: 08/15/2017 01:50 PM

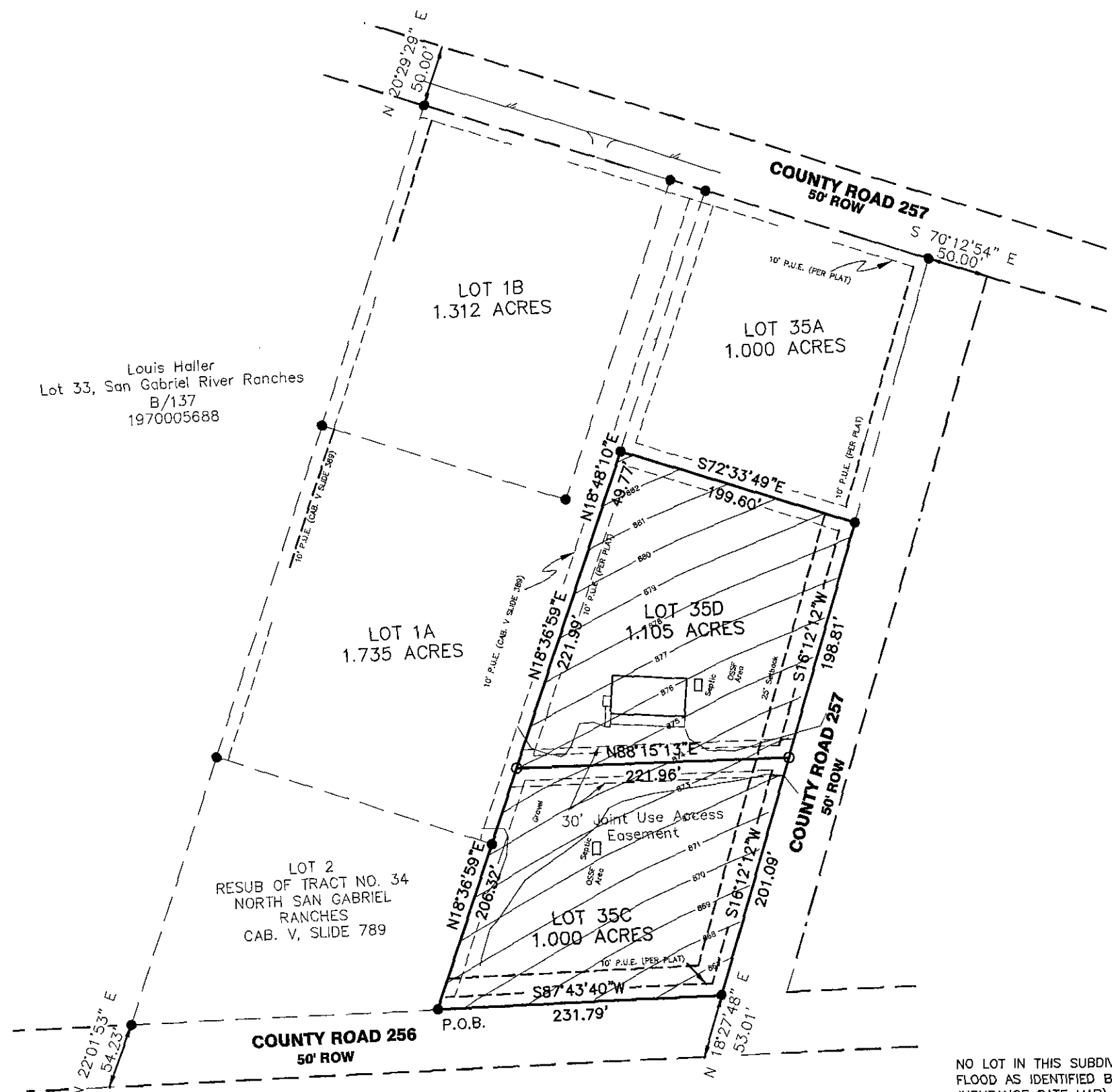




LOCATION MAP  
(N.T.S.)

# REPLAT OF NORTH SAN GABRIEL RANCHES WILLIAMSON COUNTY, TEXAS

RESUBDIVISION OF LOT 35B OF THE RESUBDIVISION OF TRACT NO. 34 AND 35, NORTH SAN GABRIEL RANCHES, AS RECORDED IN CABINET DD, SLIDE 382, AND DOCUMENT NO. 2007091637 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.



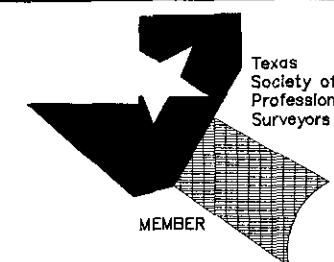
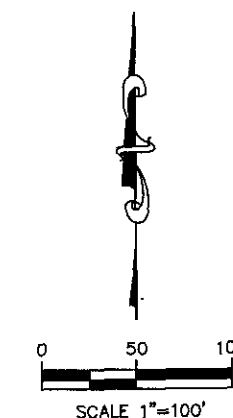
## LEGEND

- IRON ROD FOUND
- IRON ROD SET

STREET L.F. = 0  
LOTS = 2  
TOTAL ACREAGE = 2.105

OWNER:  
JOHN P. SOLIS, VICKIE SOLIS,  
SONNY SOLIS AND STEPHANIE SOLIS  
1125 CR 257  
LIBERTY HILL, TX 78642  
PH. 512-844-9394

SURVEYOR:  
STEVE WOMACK  
10703 SIERRA OAKS  
AUSTIN, TEXAS 78759  
PHONE: (512) 638-0220



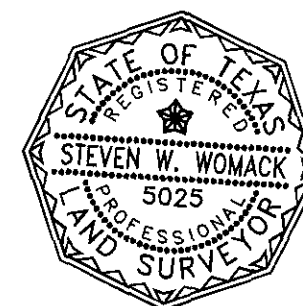
Steven Warner Womack, RPLS, PLS, NCEES  
National Council of Examiners for Engineering and Surveying #1928  
Texas Registered Professional Land Surveyor #5025  
North Carolina Registered Professional Land Surveyor # L-5043  
E-Mail: [SWRPLS@gmail.com](mailto:SWRPLS@gmail.com) Phone/Text: (512) 638-0220

## NORTH SAN GABRIEL RANCHES

WILLIAMSON COUNTY, TEXAS

## NOTES:

1. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN.
2. WASTEWATER SERVICE WILL BE PROVIDED BY ONSITE TREATMENT.
3. OSSF MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR SANITARIAN.
4. EXISTING SLOPES ARE 0% - 15%.
5. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOTS 35C AND 35D WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
6. THERE ARE NO DRAINWAYS OR WATERCOURSES ON THIS PROPERTY.
7. THE PROPERTY HAS POSITIVE DRAINAGE.



NO LOT IN THIS SUBDIVISION IS ENROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48492C0275E EFFECTIVE DATE, SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

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

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

30S, INC.  
P.O. BOX 1899  
LIBERTY HILL, TEXAS 78642

STEVEN W. WOMACK  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

6 April 2017  
DATE

NOTE: THE USE OF CONCRETE "DIP TYPE" DRIVEWAYS IS ENCOURAGED. THE MAXIMUM GRADE BREAK AT THE VERTICAL LOW POINT OF INTERSECTION SHALL BE 15% (9" RISE OR FALL IN 10 FEET). CONCRETE WILL BE 3000PSI WITH A MINIMUM THICKNESS OF FOUR INCHES. MINIMUM REINFORCEMENT SHALL BE #3 AT 18" OCEW.

AS AN ALTERNATIVE, A DRIVEWAY DRAINPIPE WITH A MINIMUM SIZE OF 18" ROUND OR 21"x15" ELLIPTICAL AND A MINIMUM LENGTH OF 22 FT. WILL BE ACCEPTABLE.

SCALE: 1" = 100'	DATE: 4-6-17
REVISED:	DISK:
DRAWN BY: C.P.	
FILE NAME: 06-230REPLAT	
APPROVED BY: S.W.	
PROJECT NO.: 06-230	

SHEET

1

OF 2

FIELD NOTES

BEING A 2.105 ACRE TRACT OF LAND, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOT 35B, OF THE RESUBDIVISION OF TRACT 34, AND ALL OF TRACT 35 OF NORTH SAN GABRIEL RANCHES, A SUBDIVISION OF RECORD, AS RECORDED IN CABINET DD, SLIDE 382, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Point of Commencement being at an iron rod found along the existing North right-of-way line of County Road 256, said point being the Southwest corner of said Tract 35, and also being the Southeast corner of Lot 2 of the Resubdivision of Tract 34, North San Gabriel Ranches, recorded in Cabinet V Slide 389; From which this corner being N<sup>89</sup> 55' W 231.78 feet from iron pin found at the intersection of the West line of County Road No. 257 and the North line of County Road No. 256. The Northeast corner of Samuel Smith Survey, bears S 11'15" W 1865 feet, Thence N 20°50' 42" 10.70 feet to the Point of Beginning;

Beginning at an iron rod set in the Northern right-of-way of County Road 256, and being the Southwest corner of Tract 35B;

Thence N 18° 36' 59" E for a distance of 428.31 feet to an iron rod found and being on the west line of Lot 35B at the extension of the north line of the "flag" portion of Lot 1A;

Thence N 18° 48' 10" E along the east boundary line of Lot 1A, for a distance of 49.77 feet to an iron rod and being the southwest corner of Lot 35A, and northwest corner of Lot 35B;

Thence S 72° 33' 49" E along the south boundary line of said of Lot 35A for a distance of 199.60 feet to an iron rod found on the westerly right-of-way of County Road 257;

Thence S 16° 12' 12" W along the Western right-of-way line of County Road 257 for a distance of 399.90 feet to an iron rod found and in the Northern right-of-way of County Road 256, same point being the Southeast corner of Tract 35B;

Thence S 87° 43' 40" W along the Northern right-of-way of County Road 256 for a distance of 231.79 feet to Point of Beginning, and containing 2.105 Acres of land, more or less.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL RECORDED PLAT FOR THIS PARCEL, DOCUMENT 1970005688 (CAB B, SLIDE 137) AND IN DOCUMENT 2007091637 (CAB DD, SLIDE 382), AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
8. THE RESIDENTIAL DRIVEWAY FOR LOT 35D SHALL BE LOCATED NO CLOSER THAN 50 FEET TO THE INTERSECTING RIGHTS OF WAY OF CR 256 AND CR 257.

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

THAT WE, JOHN P. SOLIS, VICKIE SOLIS, SONNY SOLIS AND STEPHANIE SOLIS, BEING THE SOLE OWNERS OF LOT 35B RECORDED IN CABINET DD, SLIDE 382, DOC. NO. 2007091637 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF TRACT NO. 34, NORTH SAN GABRIEL RANCHES, AS RECORDED IN CABINET V, SLIDE 389, WILLIAMSON COUNTY PLAT RECORDS, AND THE RESUBDIVISION OF TRACT NO. 35, NORTH SAN GABRIEL RANCHES AS RECORDED IN CABINET B, SLIDE 137, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 6.151 ACRES OF LAND BEING CONVEYED TO US, AND RECORDED IN THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "REPLAT OF NORTH SAN GABRIEL RANCHES, RESUBDIVISION OF LOT 35B OF THE RESUBDIVISION OF TRACT NO. 34 AND THE RESUBDIVISION OF TRACT NO. 35, NORTH SAN GABRIEL RANCHES", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ALL EASEMENTS, STREETS AND ROADS THAT ARE SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 8 DAY OF August, 20 17 A.D.

BY: John P. Solis  
JOHN P. SOLIS

BY: Vickie Solis  
VICKIE SOLIS

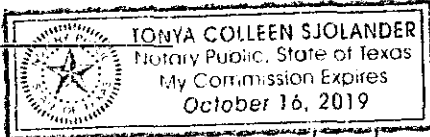
BY: Sonny Solis  
SONNY SOLIS

BY: Stephanie Solis  
STEPHANIE SOLIS

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

WITNESS MY HAND AND SEAL THIS THE 8 DAY OF August, 20 17 A.D.

Tonya Colleen Sjolander  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



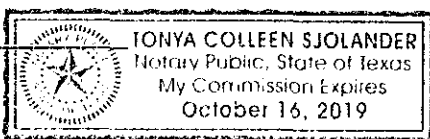
Tonya C. Sjolander MY COMMISSION EXPIRES ON 10/16/19  
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 8 DAY OF August, 20 17 A.D.

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

WITNESS MY HAND AND SEAL THIS THE 8 DAY OF August, 20 17 A.D.

Tonya Colleen Sjolander  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



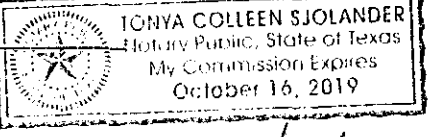
Tonya C. Sjolander MY COMMISSION EXPIRES ON 10/16/19  
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 8 DAY OF August, 20 17 A.D.

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

WITNESS MY HAND AND SEAL THIS THE 8 DAY OF August, 20 17 A.D.

Tonya Colleen Sjolander  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



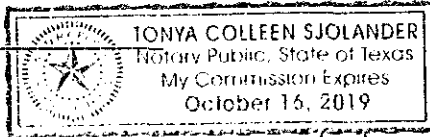
Tonya C. Sjolander MY COMMISSION EXPIRES ON 10/16/19  
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 8 DAY OF August, 20 17 A.D.

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

WITNESS MY HAND AND SEAL THIS THE 8 DAY OF August, 20 17 A.D.

Tonya Colleen Sjolander  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



Tonya C. Sjolander MY COMMISSION EXPIRES ON 10/16/19  
PRINTED NAME OF NOTARY

WITNESS MY HAND THIS THE 9<sup>th</sup> DAY OF August, 20 17 A.D.

THIS PLAT HAS BEEN APPROVED BY THE WILLIAMSON COUNTY ADDRESSING COORDINATOR.

BY: Cady Bridges  
REPRESENTATIVE

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT APPROVAL

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

Deborah L. Marlow, R.S. 08/07/2017  
Deborah L. Marlow, R.S., OS0029596 Date  
Director, Environmental Health Services, WCCHD

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "BRINSON SUBDIVISION", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
DAN A. GATTIS, COUNTY JUDGE, DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND WAS DULY RECORDED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET \_\_\_\_\_ SLIDES \_\_\_\_\_  
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: \_\_\_\_\_  
NANCY E. RISTER  
CLERK, COUNTY COURT  
WILLIAMSON COUNTY, TEXAS

Steven Warner Wornack, RPLS, PLS, NOCES  
National Council of Examiners for Engineering and Surveying #1928  
Texas Registered Professional Land Surveyor #5025  
North Carolina Professional Land Surveyor # L-5043  
E-Mail: [SWRPLS@gmail.com](mailto:SWRPLS@gmail.com) Phone/Fax: (512) 638-0220

NORTH SAN GABRIEL RANCHES  
WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 100' DATE: 4-6-17

REVISED: \_\_\_\_\_ DISK: \_\_\_\_\_

DRAWN BY: C.P.

FILE NAME: 06-230REPLAT

APPROVED BY: S.W.

PROJECT NO.: 06-230

SHEET  
**2**  
OF 2

**Commissioners Court - Regular Session****16.****Meeting Date:** 08/22/2017

Discuss consider and take appropriate action on approval of the final plat for the LSRWA subdivision - Pct 3

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the LSRWA subdivision - Pct 3.

**Background**

This subdivision consists of one lot and no new public roads.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 08/17/2017

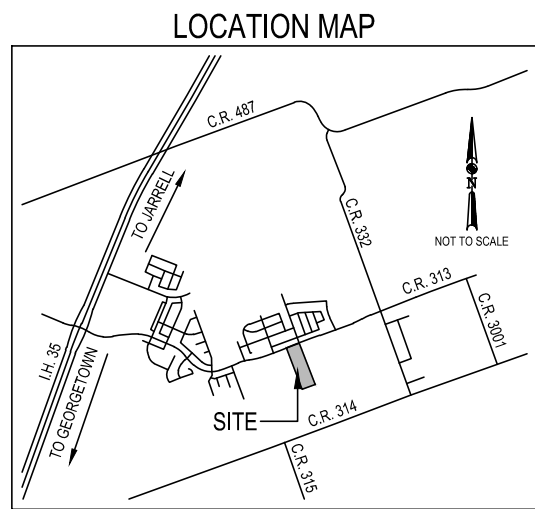
**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 04:24 PM



## FINAL PLAT FOR LSRWA STANDPIPE SITE

P.O.B.  
EASEMENT

CR 313

(N68° 19' 50"E 414.65')  
N68° 18' 08"E 414.65'

0.658 OF ONE ACRE  
WATER LINE/ACCESS  
EASEMENT

0.658 OF ONE ACRE  
WATER LINE/ACCESS EASEMENT  
DOC. NO. 2017049915  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

SONTERRA FELLOWSHIP  
OF JARRELL, TEXAS  
CALLED 12.500 ACRES  
DOC. NO. 2007033683  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

0.629 OF ONE ACRE  
TEMPORARY  
CONSTRUCTION EASEMENT  
DOC. NO. 2017049915  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

20' ELECTRIC  
UTILITY EASEMENT  
VOLUME 2399, PAGE 160  
OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS

JEFFRY S. LIEBERMAN  
CALLED 10.02 ACRES  
DOC. NO. 2008008452  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

APPROXIMATE  
SOUTHEAST CORNER OF  
THE ISAAC BUNKER SURVEY  
ABSTRACT NO. 54

10' PUBLIC  
UTILITY  
EASEMENT

LOT 1, BLOCK 1  
1.000 ACRE  
DOC. NO. 2017049914  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

10' PUBLIC  
UTILITY  
EASEMENT

ISAAC BUNKER  
SURVEY  
ABSTRACT NO. 54

### NOTES:

- 1) FIELD WORK PERFORMED ON: NOVEMBER 04, 2016
- 2) BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
- 3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 4) BEARINGS AND DISTANCES SHOWN HEREON WITHIN PARENTHESIS ARE RECORD CALLS PER DOCUMENT NO. 2007033683, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
- 5) THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", ACCORDING TO THE FEMA MAP # 48491C0150E, WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2008.
- 6) THERE WAS NO WATER WELL OR ON-SITE SEWAGE-FACILITY FOUND TO EXIST ON THE SUBJECT PROPERTY AT THE TIME THIS SURVEY WAS CONDUCTED. PLEASE REFER TO THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT FOR ALL ON-SITE SEWAGE-FACILITY REGULATIONS.

### LEGEND

P.O.B.	POINT OF BEGINNING
⊙	CALCULATED POINT
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP

BEING A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, AND BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR NORTH CORNER IN THE NORTHEAST BOUNDARY LINE OF A CALLED 12.50 ACRE TRACT, RECORDED IN DOCUMENT NO. 2007033683, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE SOUTHWEST BOUNDARY LINE OF A CALLED 10.02 ACRE TRACT RECORDED IN DOCUMENT NO. 2008008452, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID POINT BEARS S 21° 25' 24" E, A DISTANCE OF 756.66' FROM THE NORTH CORNER OF THE CALLED 12.50 ACRE TRACT, THE WEST CORNER OF CORNER OF THE CALLED 10.02 ACRE TRACT, SAID POINT BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 313;

- (1) THENCE, S 21° 25' 24" E, WITH THE NORTHEAST BOUNDARY LINE OF THE CALLED 12.50 ACRE TRACT, THE NORTHEAST BOUNDARY LINE OF THE HEREIN DESCRIBED TRACT, THE SOUTHWEST BOUNDARY LINE OF THE CALLED 10.02 ACRE TRACT, A DISTANCE OF 208.71' (S 21° 24' 37" E, RECORD) TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR EAST CORNER;
- (2) THENCE, DEPARTING THE NORTHEAST BOUNDARY LINE OF THE CALLED 12.50 ACRE TRACT, THE SOUTHWEST BOUNDARY LINE OF THE CALLED 10.02 ACRE TRACT, SEVERING THE CALLED 12.50 ACRE TRACT, WITH THE SOUTHEAST, SOUTHWEST, AND NORTHWEST BOUNDARY LINES OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING COURSES AND DISTANCES:
  - a. S 68° 34' 36" W, 208.71' TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR SOUTH CORNER;
  - b. N 21° 25' 24" W, 208.71' TO A 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP SET FOR WEST CORNER;
  - c. N 68° 34' 36" E, 208.71' TO THE POINT OF BEGINNING AND CONTAINING 1.000 ACRE OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21° 25' 24"W	731.54'
L2	S68° 19' 08"W	388.64'
L3	N21° 25' 48"W	25.00'

HSRGCC LLC  
CALLED 10.00 ACRES  
DOC. NO. 2017057864  
OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

### OWNER(S):

LONE STAR REGIONAL WATER AUTHORITY  
C/O J. TOM RAY  
P.O. BOX 554  
JARRELL, TEXAS 76537  
(512) 375-2423

### SURVEYOR:

MATKIN HOOVER  
C/O JEFF BOERNER, R.P.L.S.  
8 SPENCER ROAD, SUITE 100  
BOERNE, TEXAS 78006  
(830) 249-0600  
JBOERNER@MATKINHOOVER.COM

### AGENT/ENGINEER:

MATKIN HOOVER  
C/O GARRETT D. KELLER, P.E.  
3305 SHELL ROAD, SUITE 100  
GEORGETOWN, TEXAS 78628  
OFF: (512) 868-2244  
GKELLER@MATKINHOOVER.COM

**MATKINHOOVER**  
ENGINEERING  
& SURVEYING

P.O. BOX 54  
8 SPENCER ROAD SUITE 100  
BOERNE, TEXAS 78006  
OFFICE: 830.249.0600 FAX: 830.249.0099  
TEXAS REGISTERED ENGINEERING FIRM F-004512  
TEXAS REGISTERED SURVEYING FIRM F-10024000  
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

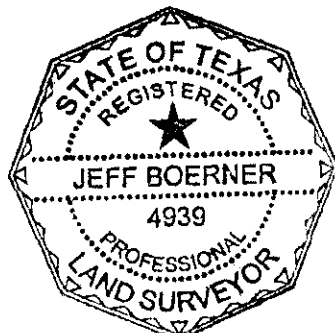
DATE: JUNE 2017  
MHES JOB NO. - 2900.00

## NOTES:

1. NO LOT IN THIS SUBDIVISION IS ENCLOSED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
2. ELECTRIC SERVICE PROVIDED BY ONCORE.
3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
4. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
5. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
6. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG." PLASTIC CAP.
7. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
8. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
11. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. LOT 1 BLOCK 1 IS NOT FOR RESIDENTIAL USE.
14. LOT 1 BLOCK 1 SHALL NOT BE FURTHER SUBDIVIDED.
15. THIS SUBDIVISION IS SUBJECT TO STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

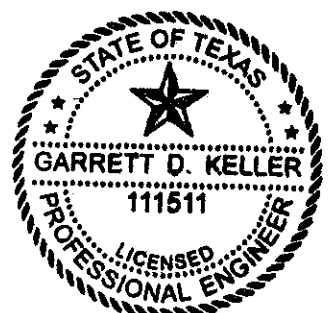
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.



*Jeff Boerner*  
REGISTERED PROFESSIONAL LAND SURVEYOR  
JEFF BOERNER, R.P.L.S.

STATE OF TEXAS )  
COUNTY OF WILLIAMSON )

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.



*Garrett D. Keller*  
LICENSED PROFESSIONAL ENGINEER  
GARRETT D. KELLER, PE

## FINAL PLAT FOR LSRWA STANDPIPE SITE

BEING A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

A 0.658 OF ONE ACRE WATER LINE/ACCESS EASEMENT LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 0.658 OF ONE ACRE WATER LINE EASEMENT BEING RECORDED IN DOCUMENT NO. 2017049915, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

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

I, J. TOM RAY, REPRESENTATIVE OF LONE STAR REGIONAL WATER AUTHORITY, SOLE OWNER OF A 1.000 ACRE TRACT OF LAND LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 1.000 ACRE TRACT BEING THAT CERTAIN 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017049914, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND A 0.658 OF ONE ACRE WATER LINE EASEMENT LOCATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, SAID 0.434 OF ONE ACRE WATER LINE EASEMENT BEING RECORDED IN DOCUMENT NO. 2017049915, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LSRWA STANDPIPE SITE.

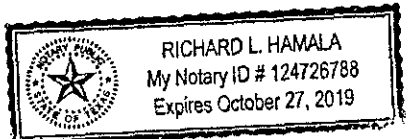
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16 DAY OF August, 2017.

*J. Tom Ray*  
C/O: J. TOM RAY  
LONE STAR REGIONAL WATER AUTHORITY  
P.O. BOX 554  
JARRELL, TX 76537

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED J. Tom Ray, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT.

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS 16<sup>th</sup> DAY OF August, 2017.

*Richard L. Hamala*  
NOTARY PUBLIC STATE OF TEXAS  
MY COMMISSION EXPIRES ON: October 27, 2019



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14 DAY OF August, 2017 A.D.

*Jessie Baker*  
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY:

DAN A. GATTIS, COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

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

I, \_\_\_\_\_, CLERK OF THE COUNTY OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, A.D., AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_.

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS  
BY: \_\_\_\_\_ DEPUTY

## OWNER(S):

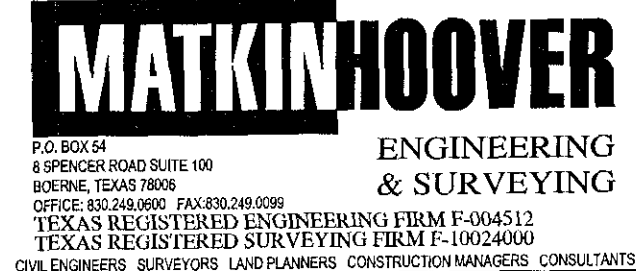
LONE STAR REGIONAL WATER AUTHORITY  
C/O J. TOM RAY  
P.O. BOX 554  
JARRELL, TEXAS 76537  
(512) 375-2423

## SURVEYOR:

MATKIN HOOVER  
C/O JEFF BOERNER, R.P.L.S.  
8 SPENCER ROAD, SUITE 100  
BOERNE, TEXAS 78006  
(830) 249-0600  
JBOERNER@MATKINHOOVER.COM

## AGENT/ENGINEER:

MATKIN HOOVER  
C/O GARRETT D. KELLER, P.E.  
3305 SHELL ROAD, SUITE 100  
GEORGETOWN, TEXAS 78628  
OFF: (512) 868-2244  
GKELLER@MATKINHOOVER.COM



DATE: JUNE 2017  
MHES JOB NO. - 2900.00

SHEET 2 OF 2



**Commissioners Court - Regular Session****19.****Meeting Date:** 08/22/2017

Budgetorderdraft2

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Budget Order for Fiscal Year 17/18.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[budgetorder2](#)

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 03:04 PM

**STATE OF TEXAS  
COUNTY OF WILLIAMSON  
AN ORDER ADOPTING THE 2017/2018 COUNTY BUDGET**

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 201~~7~~/6/201~~8~~7;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County ~~Budget Officer~~Judge and amended by the Commissioners Court be adopted with the following provisions:

**POLICIES RELATED TO COMPENSATION AND BENEFITS**

**I. SALARIES**

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	117,794.82 per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	157,000.00 per year
g)	County Sheriff	119,002.78 per year
h)	County Clerk	97,574.36 per year
i)	County Tax Assessor/Collector	101,466.82 per year
j)	District Clerk	97,574.36 per year
k)	County Treasurer	93,879.76 per year
l)	Each County Commissioner	95,918.16 per year
m)	Each Justice of the Peace	85,388.69 per year
n)	Each Constable	80,771.60 per year

2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

## II. HOLIDAYS

The established holiday schedule for paid holidays for the 2017/2018 budget year is as follows:

Veterans Day	Friday	November 10, 2017
Thanksgiving Holiday	Thursday Friday	November 23, 2017 November 24, 2017
Christmas Holiday	Monday Tuesday	December 25, 2017 December 26, 2017
New Year's Holiday	Monday	January 1, 2018
Martin Luther King Day	Monday	January 15, 2018
President's Day	Monday	February 19, 2018
Good Friday	Friday	March 30, 2018
Memorial Day	Monday	May 28, 2018
Independence Holiday	Wednesday	July 4, 2018
Labor Day	Monday	September 3, 2018

See Addendum: The Williamson County Employee Policy Manual (April 11, 2017). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

## III. SUPPLEMENTAL PAY<sup>[RC1]</sup>

Williamson County recognizes the following supplemental pay additives. The departments/offices are responsible for ensuring that the employees selected meet all of the requirements established by their offices.

1. Field training Officer Pay (FTO) – Training officers must maintain the proper certification and follow all established operating procedures. The positions designated as Field Training Officers will be paid \$150 per month. The following departments/offices are authorized to receive FTO incentive pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 18 positions

Corrections – Maximum of 12 positions

Emergency Medical Services – Maximum of 20 positions

Mobile Outreach Team – Maximum of 4 positions

~~A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified~~



~~as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.~~

~~2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures~~<sup>[RC2]</sup>.

23. Crisis Intervention Team Supplemental Pay (CIT) – Members of the Crisis Intervention Team must maintain the proper certification and follow all established operating procedures. The positions designated for CIT pay will be paid \$250 per month. The following departments/offices are authorized to receive CIT supplemental pay for the maximum number of positions listed:

Sheriff's Office – Maximum of 11 positions

~~A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of \$250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.~~

3. Training Specialist Supplemental Pay – Training Specialist must maintain the proper certification and follow all established operating procedures. The positions designated as Training specialist will be paid \$100 per pay period. The following departments/offices are authorized to receive Training Specialist pay for the maximum number of position listed:

Emergency Communications – Maximum of 4 positions

4. On – call Pay – Specific positions are classified as eligible for on-call pay due to the demand for after hour services. The positions designated for on-call pay must follow all established operating procedures. The following departments/offices are authorized to on -call pay for the maximum number of positions and amounts listed.

District Attorney's Office – Maximum of 1 Assistant District Attorney, \$300<sup>[RC3]</sup> per week to be paid by the District Attorney's Asset Forfeiture Fund

Facilities Maintenance – Maximum of 2 non – exempt positions, \$75 per week

Technology Services – Maximum of 1 position, \$200 per week<sup>[RC4]</sup>

~~A maximum of 4 positions in Emergency Communications may receive \$100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

~~5. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of \$150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks~~ [RC5].

~~6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of \$150.00 per month may be paid as FTO incentive pay per position~~ [RC6].

~~7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be \$200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund~~ [RC7].

~~8. An employee in the Facilities Maintenance department may receive up to \$75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay~~ [RC8].

~~9. "An employee in the Technology Services department may receive a supplement of up to \$100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on call employee must follow the departmental procedures for On Call duty in order to receive the supplemental pay~~ [RC9]."

#### **IV. FINANCIAL POLICIES**

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The

county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned \$1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioners Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1<sup>st</sup> of the previous year to April 30<sup>th</sup> of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will

be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

**4. Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self- insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of expected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of expected claims.

**5. Radio Communication Systems (RCS) Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Radio Communications Systems Fund to protect against unforeseen operating issues. These unforeseen issues can result from environmental or project related items. It also helps to ensure stable radio user fees for the user community. The Radio Communication Systems Fund has a "goal of reaching and maintaining 30% of total Radio Communication Systems expenditure budget.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for:

- Fee stabilization.
- Only one-time, non-recurring expenditures, such as tower improvements.

If it is determined there is a deficit, the Radio Communication Systems Board will develop and recommend a plan to the County to rebuild the Unassigned Fund Balance to 30%.

## **Use and Distribution of Specific Special Revenue Funds and Accounts**

**64. Child Safety Fund:** – This fund is used to account for \$1.50 fee collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school-crossing zone up to \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition. The Commissioners Court, by an order adopted in October 2010, has directed these funds to be distributed in the following manner: 10% of Total Collections less an administrative fee shall be distributed to the Williamson County's Children's Advocacy Center. The remainder shall be distributed to

the school districts on a pro rata basis based on attendance. These funds will be distributed annually after the close of the prior fiscal year.

~~Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.~~

**75. School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

**86. Employee Fund:** The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

- a) To offset the cost of ~~the County Christmas party~~ County employee events
- b) Flowers for the death of an employee only
- c) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.  
(Purchasing guidelines must be adhered to)
  - i. The employee must be vested
  - ii. \$40.00 allowed for employees with up to 15 years of service
  - iii. \$80.00 allowed for employees with over 15 years of service
- d) Employee ~~of the Year Awards~~ recognition events and programs

No reimbursement of sales tax will be allowed.

The amount allowed for use may never exceed the actual balance in the fund.

Purchases from this fund are approved by the County Judge.

~~**7. Self-Insured Health Plan Fund Policy:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.~~

~~The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.~~

~~If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.~~

~~If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.~~

**98. WM-City of Hutto and Hutto ISD Fund:** The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

**109. Williamson County Community Facility Fund:** This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

**11. Use of Flex Funding Account for Mental Health Mobile Outreach Team:** In order to mitigate the incidence of public mental health crisis and save the taxpayers from spending additional funds on costs that could otherwise be limited for public health-related services, the Williamson County Commissioners Court finds there is compelling need to establish and authorize the use of a mental health Flex Funding Account by the Mobile Outreach Team.

Therefore, pursuant to the Texas Local Government Code, § 111.068(b) (citing the "interest of the tax payers" in budget matters), the Texas Health and Safety Code, § 121.003(a) (authorizing commissioners court to "enforce any law that is reasonably necessary to protect the public health."), and the common law granting the County authority to regulate the public health and safety, the Williamson County Commissioners Court approves the Mental Health Mobile Outreach Team Flex Funding Account. Typical Flex Funding expenditures may include, but are not limited to transportation vouchers, payment for medical appointments, medication/pharmacy vouchers/payments, payment for therapy sessions (short to mid-term), food and motel vouchers, payment toward utility or other essential household bills. The Mobile Outreach Team has Policies and Procedures to ensure compliance with this policy. The fund is subject to further oversight, including but not limited to, auditing by the Williamson County Auditor's Office.

## **V. PURCHASING – GENERAL PROCEDURES**

1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor, ~~or~~ department head, or elected officials who certifies conformance to them. Any questions related to



conformance should be directed to the Purchasing Department prior to making a purchase.

2. County purchasing policies must be strictly adhered to for all purchases and can be located on the SharePoint Purchasing Portal at: <https://wilco365.sharepoint.com/purchasingportal>.
  - County Purchase Requisitions and Purchase Orders must be submitted electronically. All Department Heads/County Officials shall ensure Purchase Requisitions are not created and approved in Oracle by the same individual. There must be a separation between Requisition originators and Requisition approvers. This is to ensure proper segregation of duties to prevent error and fraud.
  - All purchases for materials, supplies and services require a Purchase Order prior to placing the order.
    - *Purchases \$2,000 or greater require approval of the County Judge.*
  - Requests for a Purchase Order **after** the order is placed will not be processed except for the following items:
    - Repair services (i.e. equipment repairs, vehicle repairs etc., includes purchase and/or replacement of any parts). Purchase Requisition must be entered as soon as possible after the purchase was made.
    - Goods and Services purchased during an emergency (i.e. public calamity). Purchase Requisition must be entered as soon as possible, after the purchase was made and the purchase must be exempted during the next possible Commissioners Court meeting
  - Purchases for supplies and materials for which a Purchase Order was not issued prior to the purchase must be approved by the County Judge. Please complete the *County Judge Approval Form* located on the Auditor's Portal for these purchases.
  - Procurement Cards (P-cards) may be utilized as an alternate purchasing method to Purchase Orders for small dollar purchases, registration fees, business travel and training. P-card holders must adhere to the Williamson County Procurement Policy located in the Procurement Card Manual at the SharePoint Purchasing Portal at <https://wilco365.sharepoint.com/purchasingportal>.
    - Cardholder is responsible to verify budget funds are available before the purchase is made.
    - *Purchases \$2,000 or greater require approval of the County Judge.*
    - The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. receipt of statement.
    - Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.
3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: <https://wilco365.sharepoint.com/purchasingportal>. This site provides county departments access to:

- a. Policies, Procedures and Manuals
  - b. Training Materials
  - c. Forms
  - d. Guides and other tools to assist in the purchasing process
4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

<http://www.wilco.org/CountyDepartments/Purchasing>

## **VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES**

~~1. The following definitions apply to the Accounts Payable section of this order.~~

- ~~a) Authorized travel any travel by a county official or employee for the purpose of official county business.~~
- ~~b) Day travel travel **outside** the county that does not include an overnight stay.~~
- ~~c) Overnight travel travel **outside** the county that **exceeds** a 50 mile radius and does include an overnight stay.~~
- ~~d) Emergency the occurrence of an unforeseen circumstance, which may result in harm to the public good.~~
- ~~e) Official county business business that relates directly to a person's work function and directly benefits the county.~~
- ~~f) Training reimbursement shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)~~
- ~~g) Travel reimbursement shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)~~

12. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor, ~~r~~ or department head, or elected official who certifies conformance to these guidelines by approving the expenditure.

- a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) fourteen (14) days of receipt by the Department. ~~All~~ expense reimbursements must be received~~submitted into~~ the County Auditor's office for payment within sixty (60) days of the expenditure.
- b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
- c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on the first working day after the holiday. ~~either the first working day before or after the holiday.~~
- d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are



received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.

- e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.
- f) Manual checks will be issued in emergency situations only with the County Treasurer's approval.
- g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.
- h) All Department Heads/County Officials shall ensure purchase requisitions are not created and approved in Oracle by the same individual
- i) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.
- j) PO numbers should be included on the invoice from the vendor. If the PO number is not indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.
- k) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.
- l) All authorizations and account coding should be made on the invoice.
- m) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.
- n) If a PO is not required, ~~-(Consult Purchasing Guide), and there is no invoice,~~ please submit a check request form ~~requisition request~~ with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.
- o) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- p) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) must include a printout of the on-line/e-mail receipt which includes itemized documentation of the expense. ~~t should be attached to your expense report.~~
- pq) Cell phone use will be reimbursed/paid according to the county cell phone policy.
- r) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations.
- s) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publicly owned facilities, such as those owned by cities, utility districts, or and school districts, should be utilized as the rental of these facilities is often at little or no cost.

- t) Transfer of funds **out** of the following line items will not be allowed:
  - i) Training
  - ii) Gasoline
  - iii) Cell Phones
- u) Transfer of funds **into** any of the above line items may be allowed.
- v) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:
  - i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, ~~1102~~, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda for Commissioners Court approval/review.
  - ii. Fringe Benefits
- ~~w)~~ All recruitment items purchased must comply with [Article III, section 52 of the Texas Constitution](#). Thus, the predominant purpose of any expenditures on recruitment materials must be to accomplish a “direct” public purpose and be in compliance with the provisions of this policy in order to ensure that Williamson County receives a return of public benefit from said expenditures. Williamson County recognizes the need to identify, recruit and hire qualified employees.
  - i. Funds for recruitment items must be approved during the annual budget process.
  - ii. Items must not state the name of any individual, but instead the name of the county and/or department or office.
  - iii. “Give Away” items such as pens, pencils, etc. should not exceed \$2.00 per item.
  - iv. All purchases must follow procurement guidelines.

## **VII. COUNTY VEHICLES**

- ~~1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:~~
- (Background note: Clarification was requested regarding County staff who leave vehicles parked near the County line, due to their residence being outside of Williamson County. Three options are listed below for your review. Option 1 and 3 would change current policy, option 2 would allow policy to remain the same and clarify the locations vehicles may be left at. )**

**Option 1: (leave vehicle at work location if living outside the county, no parking at County line)**

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that resides outside the county, and utilizes a county owned vehicle during their work day, is required to return that vehicle to their primary work location following their assigned work shift.

However, the following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignments, and may, with the concurrence of their department head or elected official, take a county vehicle to their residence, within Williamson County, at the end of their shift to allow them to respond as required.

**Option 2: (Current -leave at county line if living outside the county)**

It is prohibited by law to utilize county owned vehicles for personal use. The following is an all-inclusive list of individuals that may be required to respond to emergencies outside of their normal work assignment. With the concurrence of their department head or elected official, these individuals may drive and leave the county owned vehicle in a secured location, within Williamson County, following their assigned work shift. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

Non-emergency vehicles must be returned to the primary work location after work assignments/shifts have been completed. (For this option the assumption is that non – emergency vehicles would include any not listed below.)

**Option 3: (left up to the DH/EO to take home in County for emergencies only, not regularly to drive to and from work)**

It is prohibited by law to utilize county owned vehicles for personal use. Any county employee that is assigned a county owned vehicle to complete work assignments will be required to obtain approval from their department head or elected official prior to taking the vehicle to their residence or leaving the vehicle at any secured location, within Williamson County, after their assigned shift is completed. County owned vehicles may not be taken outside the county for the expressed purpose of driving the vehicle to and from a county employee's place of residence.

List would consist of individuals who were authorized to potentially utilize vehicles for emergencies only

- a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, ~~Commanders~~<sup>captains</sup> and Chiefs
- b) One Chief and three ~~Commanders~~<sup>captains</sup> in the Corrections Division of the Sheriff's Office
- c) Each Constable and Deputy Constables
- d) Investigators in the District Attorney and County Attorneys offices
- e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
- f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
- g) The Hazardous Materials Chief and Assistant Haz-Mat Chief

- h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
- i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
- j) The MOT Director and all on call MOT counselors
- k) The ~~Director~~Manager of Emergency Management and the ~~Deputy-Assistant Director-Manager~~ of Emergency Management
- l) The Wireless Communications Director and the Wireless Communications Tower Technician

*The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.*

#### Sheriff's Office

S. Zion  
~~S. Shanks~~  
 D. Garrett  
~~J. Hicks~~

#### Constable Office Pct. 2

S. Holt

*County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.*

*It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.*

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioners Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and a representative from the Budget Office.~~the Budget Officer.~~ The Purchasing Agent is a non-voting member.

3. ~~All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioners Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles. All accidents involving County vehicles and equipment must be reported to the Risk and Safety Coordinator in the Human Resources Department to ensure appropriate claims processing. Vehicles removed from service are reported on the Court agenda and accident reports are sent to the court when applicable.~~

4. New vehicles, equipment, and buildings must be reported to the Risk and Safety Coordinator in the Human Resources Department immediately in order to ensure that proper insurance coverage is in place.

### **VIII. COMMISSIONERS COURT**

This order designates the Commissioners Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of for, and 0 against on the day of September , 2017.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioners Court.

Attest:

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Dan A. Gattis, County Judge

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Nancy E. Rister, County Clerk

**The Following Addendums are included fully in the Budget Order as approved by the court:**

## **Cell Phone Policy**

### **Williamson County Cell Phone Policy**

#### **Policy**

Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

#### **Procedures for the Stipend Policy**

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:

- \$20.00 Per Month – (\$10.00 per pmt)
- \$30.00 Per Month – (\$15.00 per pmt)
- \$40.00 Per Month – (\$20.00 per pmt)
- \$50.00 Per Month – (\$25.00 per pmt)
- \$60.00 Per Month – (\$30.00 per pmt)
- \$70.00 Per Month – (\$35.00 per pmt)
- \$80.00 Per Month – (\$40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year). The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

## **Non – Reimbursable Expenses**

### **Non-Reimbursable Expense Policy**

The following list includes items that are not reimbursable by the County. Per Section 52 of the Texas State Constitution, all items using County funds must serve a direct benefit to the County. Any non-reimbursable expenses or charges on the County Procurement Card, must be reimbursed to the County as soon as possible.

**I. Personal Purchases** – Personal purchases are NOT allowed. Below are a list of examples:

- Damage to any personal items (clothing, vehicles/auto repairs, etc.)
- Personal phone calls
- Laundry services or personal clothing,
- Personal doctor bills, prescriptions, and other medical services
- Entertainment, movie rentals, saunas, massages, or exercise facilities
- Baby-sitter fees, personal kennel costs, pet or house-sitting fees
- Expenses incurred by a spouse or other individual accompany you on business.

**II. Meals/Food/Drink:**

- Coffee, tea, and other related items used by employees while in the office.
- Alcoholic beverages/tobacco products
- Drinking water services

**III. Travel:**

- ~~Airport parking above the most affordable rate available (currently \$7 at ABIA) Short term or valet parking at the airport (other than short term parking related to prison transports).~~ Parking should not exceed \$15 per day. Economy B-G Lots are long term parking lots at ABIA, and are approved for County employee parking.
- ~~Valet service (if self parking is an option) or~~ For Non-Airport Parking – Valet service is not an option unless safety is a concern.
- Sales tax on hotel parking
- Mileage to/from County functions, not related to official County business (ex: retirement party)
- Transportation to places of entertainment or similar personal activities
- Excessive weight baggage fees or cost associated with more than two airline bags
- Up-grades to airfare, hotel or car rental

**IV. Miscellaneous**

- Expenses related to County Government Week or holiday decorations
- Flowers/plants
- Greeting, thank you, or holiday cards
- Fines and/or penalties
- Credit card delinquency or service fees
- Lifetime memberships to any association
- Donations to other entities
- Any items that could be construed as campaigning
- Sales tax on goods purchased



- Community outreach items exceeding \$2 per item

**Commissioners Court - Regular Session****20.****Meeting Date:** 08/22/2017

10:00AM Public Hearing on the Williamson County proposed 2017 tax rate

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

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**Information****Agenda Item**

10:00 a.m. Public Hearing on proposed 2017 tax rate for Williamson County.

**Background**

This is the second of two public hearings on the proposed 2017 tax rate. The proposed rate was voted on August 1, 2017 and is the combined rate of M&O, I&S and R/FM. The individual tax rates will be adopted August 29, 2017.

Proposed Tax Rate: \$0.476529

Preceding Year's Tax Rate : \$0.476529

Effective Tax Rate: \$0.456040

Rollback Tax Rate: \$0.486545

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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: 08/03/2017

**Reviewed By**

Rebecca Clemons

**Date**

08/03/2017 01:48 PM

Started On: 07/25/2017 02:00 PM

**Commissioners Court - Regular Session****21.****Meeting Date:** 08/22/2017

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 09:01 AM

Started On: 07/17/2017 08:46 AM

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

1604-068 Forest North Ph 1 Change Order No. 3

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

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 3 in the amount of \$91,734.95 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**Background**

This Change Order compensates the Contractor for the removal of additional AC pipe by overrunning existing line items. This change was a request from the City of Austin (COA). The COA will also add quantity to the "CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL" item created in Change Order No. 2. This Change Order includes new line items for water services per the most recent COA water service detail, trench excavation protection for the additional AC pipe removal, reimbursements to Williamson County for a wastewater line adjustment and a water line construction delay, and a month of barricades to cover the additional amount of AC pipe removal. The City of Austin has agreed to compensate the Contractor for these costs.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1604-068 Forst North Ph 1 CO No 3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 08/17/2017

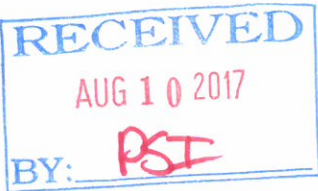
**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 10:44 AM



Received

Received

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

AUG 14 2017

AUG 08 2017

1. CONTRACTOR: DeNucci
2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_
3. Type of Change (on federal-aid non-exempt projects): Min (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

HNTB Corporation  
Round Rock

Project: 100455  
Roadway: Forest North  
CSJ Number: \_\_\_\_\_

5. Describe the work being revised:

**4B: Third Party Accommodation. Third party requested work.** The City of Austin (COA) has requested additional A/C pipe be removed from the project by using / overrunning existing line items. The COA will also add quantity to the "CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL" item created in Change Order #2. This Change Order #3 includes new line items for water services per the most recent COA water service detail, trench excavation protection for the additional AC pipe removal, reimbursements to Williamson County for a wastewater line adjustment and a water line construction delay, and a month of barricades to cover the additional amount of AC pipe removal. The City of Austin has agreed to compensate the Contractor for these costs.

6. Work to be performed in accordance with Items: see attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR Date <u>8/7/17</u></p> <p>By <u>Paul T. DeNucci</u></p> <p>Typed/Printed Name <u>PAUL T. DENUCCI</u></p> <p>Typed/Printed Title <u>MANAGER</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>2</u> Days added on this CO: <u>30</u></p> <p>Amount added by this change order: <u>\$91,734.95</u></p>
--	---

RECOMMENDED FOR EXECUTION:

Christen Eschberger 8/8/17  
Project Manager Date

N/A  
Design Engineer Date

M. J. [Signature] 8/14/2017  
Program Manager Date

[Signature] 8/26/17  
City of Austin Project Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 1604-068

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0502-COA2	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$3,200.00	0.00	\$0.00	1.00	1.00	\$3,200.00	\$3,200.00
509S-1	Trench Exc. Safety Protection Systems (All Depths)	LF	\$3.00	5,790.00	\$17,370.00	1,307.00	7,097.00	\$21,291.00	\$3,921.00
510-AW 1.5Dia	Pipe, 1.5" Diameter, Copper Type K (all depths) including Excavation and Backfill	LF	\$65.00	949.00	\$61,685.00	(949.00)	0.00	\$0.00	(\$61,685.00)
510-AW 1.5DiaPoly	Pipe, 1.5" Diameter, Poly (all depths) including Excavation and Backfill	LF	\$65.00	0.00	\$0.00	475.00	475.00	\$30,875.00	\$30,875.00
510-AW 2Dia	Pipe, 2" Diameter, Copper Type K (all depths) including Excavation and Backfill	LF	\$65.00	0.00	\$0.00	474.00	474.00	\$30,810.00	\$30,810.00
1900-W4Dia	Removing Pipe, 4" Diameter, AC Pipe	LF	\$30.00	67.00	\$2,010.00	24.00	91.00	\$2,730.00	\$720.00
1900-W6Dia	Removing Pipe, 6" Diameter, AC Pipe	LF	\$32.00	703.00	\$22,496.00	563.00	1,266.00	\$40,512.00	\$18,016.00
1900-W8Dia	Removing Pipe, 8" Diameter, AC Pipe	LF	\$32.00	746.00	\$23,872.00	704.00	1,450.00	\$46,400.00	\$22,528.00
1900-W12Dia	Removing Pipe, 12" Diameter, AC Pipe	LF	\$62.00	20.00	\$1,240.00	16.00	36.00	\$2,232.00	\$992.00
1900-TR	Cut/Restore Pavement for AC pipe removal	SY	\$65.00	623.00	\$40,495.00	623.00	1,246.00	\$80,990.00	\$40,495.00
9999-01 COA	Reimbursement to Williamson County for Waste Water service adjustment at 9518 Meadowheath	LS	\$817.94	0.00	\$0.00	1.00	1.00	\$817.94	\$817.94
9999-02 COA	Reimbursement to Williamson County for Water line installation delay (4/17/17) at the Meadowheath/Haversham Ct. intersection.	LS	\$1,045.01	0.00	\$0.00	1.00	1.00	\$1,045.01	\$1,045.01
TOTALS					\$169,168.00			\$260,902.95	\$91,734.95

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**Forest North  
Williamson County Project No. 1604-068**

**Change Order No. 3**

**Reason for Change**

The City of Austin (COA) has requested additional A/C pipe be removed from the project by using / overrunning existing line items. The COA will also add quantity to the "CUT/RESTORE PAVEMENT FOR AC PIPE REMOVAL" item created in Change Order #2. This Change Order #3 includes new line items for water services per the most recent COA water service detail, trench excavation protection for the additional AC pipe removal, reimbursements to Williamson County for a wastewater line adjustment and a water line construction delay, and a month of barricades to cover the additional amount of AC pipe removal. The City of Austin has agreed to compensate the Contractor for these costs.

Following is a summary of the items required for this change order.

ITEM	DESCRIPTION	QTY	UNIT
502-COA2	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO
510-AW 1.5DiaPoly	Pipe, 1.5" Diameter, Poly (all depths) including Excavation and Backfill	475	LF
510-AW 2Dia	Pipe, 2" Diameter, Copper Type K (all depths) including Excavation and Backfill	474	LF
999-01COA	Reimbursement to Williamson County for Waste Water service adjustment at 9518 Meadowheath	1	LS
999-02COA	Reimbursement to Williamson County for Water line installation delay (4/17/17) at the Meadowheath/Haversham Ct. intersection.	1	LS

This Change Order results in a net increase of \$91,734.95 to the Contract amount, for an adjusted Contract total of \$3,738,207.28. The original Contract amount was \$3,556,659.50. As a result of this and all Change Orders to-date, \$181,547.78 has been added to the Contract, resulting in a 4.9% net increase in the Contract cost. Thirty (30) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.



## Ryan Rivera

**From:** paul@denucciconstructors.com  
**Sent:** Wednesday, November 16, 2016 2:03 PM  
**To:** Rhodes, Dustin  
**Cc:** Moreno, Patricia; Clayton Weber; Ryan Rivera; Dawn Haggard; 34275\_RB\_ForestNorthDrainage; 'nancyc@denucciconstructors.com'; 'davidl@denucciconstructors.com'; 'Lance Parisher (lparisher@cobbfindley.com)'; Salinas, Jessica; Preslar, Phillip; Ranzani, Aldo  
**Subject:** RE: Removing AC Pipe vs Grouting  
**Importance:** High

Please note that there is a 3 CY minimum per mobilization from the supplier so we will need to re-figure the grout based on the mobilization and amounts of grout required for each. That will dictate how many yards there will be together with the other charges.

Paul T. DeNucci  
 DeNucci Constructors, LLC  
 8310-1 Cap Tx Hwy N. Ste 275  
 Austin, Texas 78731  
 512-335-0600  
 512-342-0600 fax  
 512-658-3986 cell  
[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)  
[www.denucciconstructors.com](http://www.denucciconstructors.com)

----- Original Message -----

**Subject:** RE: Removing AC Pipe vs Grouting  
**From:** "Rhodes, Dustin" <[Dustin.Rhodes@austintexas.gov](mailto:Dustin.Rhodes@austintexas.gov)>  
**Date:** Wed, November 16, 2016 11:06 am  
**To:** "paul@denucciconstructors.com" <[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)>  
**Cc:** "Moreno, Patricia" <[Patricia.Moreno@austintexas.gov](mailto:Patricia.Moreno@austintexas.gov)>, "Clayton Weber" <[cweber@HNTB.com](mailto:cweber@HNTB.com)>, "Ryan Rivera" <[rrivera@HNTB.com](mailto:rrivera@HNTB.com)>, "Dawn Haggard" <[dhaggard@HNTB.com](mailto:dhaggard@HNTB.com)>, "34275\_RB\_ForestNorthDrainage" <[ForestNorthDrainage\\_P225@hntb.com](mailto:ForestNorthDrainage_P225@hntb.com)>, "nancyc@denucciconstructors.com" <[nancyc@denucciconstructors.com](mailto:nancyc@denucciconstructors.com)>, "davidl@denucciconstructors.com" <[davidl@denucciconstructors.com](mailto:davidl@denucciconstructors.com)>, "Lance Parisher (lparisher@cobbfindley.com)" <[lparisher@cobbfindley.com](mailto:lparisher@cobbfindley.com)>, "Salinas, Jessica" <[Jessica.Salinas@austintexas.gov](mailto:Jessica.Salinas@austintexas.gov)>, "Preslar, Phillip" <[Phillip.Preslar@austintexas.gov](mailto:Phillip.Preslar@austintexas.gov)>, "Ranzani, Aldo" <[Aldo.Ranzani@austintexas.gov](mailto:Aldo.Ranzani@austintexas.gov)>

Hi Paul,

I wanted to clear up some questions that I got from Ryan regarding the AC Pipe to be removed or replaced this morning. During our meeting in the field when we requested costs for either option, I do recall mentioning that I wanted to ask our design engineer to confirm quantities of pipe to be either removed or replaced. Based on the information I received from our design engineer, the following is the quantity breakdown of length of pipe.

Bid Quantities			
New Pipe Install		Pipe Removed	
4" Dia DI	39 LF	4" Dia	67 LF
6" Dia DI	472 LF	6" Dia	703 LF
6" Dia PVC	260 LF	-	
8" Dia DI	2,469 LF	8" Dia	706 LF
12" Dia DI	31 LF	12" Dia	20 LF
Total	3,271 LF		1,496 LF

Change Order Quantity Proposed for Abandonment or Removal		
Description	Length of pipe	Vol of Grout (CY)
4" Dia	24 LF	0.078 CY
6" Dia	563 LF	4.094 CY
8" Dia	704 LF	9.101 CY
12" Dia	16 LF	0.465 CY
Total	1,307 LF	17.2 CY (+25%)

Bid vs. Change Order Comparison						
Description	Bid Qty		Change Qty		Total	
	Installed	Removed	Installed	Removed	Installed	Removed
4" Dia DI	39 LF	67 LF	-	24 LF	39 LF	91 LF
6" Dia DI	472 LF	703 LF	-	563 LF	472 LF	1,266 LF
6" Dia PVC	260 LF	-	-		260 LF	0 LF
8" Dia DI	2,469 LF	706 LF	-	704 LF	2,469 LF	1,410 LF
12" Dia DI	31 LF	20 LF	-	16 LF	31 LF	36 LF
Total	3,271 LF	1,496 LF	0 LF	1,307 LF	3,271 LF	2,803 LF

The quantity of new pipe will be longer than the quantity being removed or abandoned. This is because the design of new pipe includes the 45 deg bend out (see .jpg file attached for example).

Therefore, the quantity of pipe and grout that should be in the change order cost is 1,307 LF and 17.2 CY, respectively. If we are not in agreement, please reply to this email with reasons. I can then look into the reasons and verify if these quantities above need to be reevaluated.

If you have any questions or concerns, please reply via email or call me to discuss.

Best Regards,

Dustin Rhodes, E.I.T

Graduate Engineer

Austin Water, Renew Austin Program

Waller Creek Center, 625 E. 10<sup>th</sup> Street, Suite 400, Austin, TX 78701

Hours: M 9:00 AM to 6:00 PM, Tu-Fr 8:15 AM to 5:15 PM

☎ 512.972.1170 = 512.972.0228

## Ryan Rivera

---

**From:** Lance Parisher <LParisher@cobb fendley.com>  
**Sent:** Thursday, September 08, 2016 10:02 AM  
**To:** paul@denucciconstructors.com; Nancy Costa Estrada; Eddie R. Church; Ryan Rivera  
**Cc:** 62811\_1604-068\_ForestNorthPh1; Clayton Weber; dustin.rhodes@austintexas.gov; Julie Hastings; Moreno, Patricia  
**Subject:** RE: Forest North - RFI #2

We are in process of getting a revision of the detail sheet C-500 approved by AWU with the new service details. We are okay with the 2" copper and 1.5" HDPE field change. Please keep redlined sets so that we can update the record drawings at the close of the projects.

Thanks!

LANCE PARISHER, P.E.  
Project Manager

office 512.834.9798  
direct 713.485.8058  
cell 512.534.5384



505 E. Huntland Drive, Suite 100 | Austin, TX 78752  
cobb fendley.com | TPBE No. F-274 | TBPLS No. 100467

**From:** paul@denucciconstructors.com [mailto:paul@denucciconstructors.com]  
**Sent:** Wednesday, September 07, 2016 3:53 PM  
**To:** Lance Parisher <LParisher@cobb fendley.com>; Nancy Costa Estrada <nancyc@denucciconstructors.com>; 'Eddie R. Church' <erchurch@HNTB.com>; 'Ryan Rivera' <rrivera@HNTB.com>  
**Cc:** '62811\_1604-068\_ForestNorthPh1' <ForestNorthPh1@HNTB.com>; Clayton Weber <cweber@HNTB.com>; dustin.rhodes@austintexas.gov; Julie Hastings <JHastings@cobb fendley.com>  
**Subject:** RE: Forest North - RFI #2

You are correct on the 1 1/2". There are no cost ramifications.

Paul T. DeNucci  
DeNucci Constructors, LLC  
8310-1 Cap Tx Hwy N. Ste 275  
Austin, Texas 78731  
512-335-0600  
512-342-0600 fax  
512-658-3986 cell  
[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)  
[www.denucciconstructors.com](http://www.denucciconstructors.com)

----- Original Message -----

Subject: RE: Forest North - RFI #2  
From: Lance Parisher <LParisher@cobb fendley.com>  
Date: Wed, September 07, 2016 2:20 pm  
To: Nancy Costa Estrada <nancyc@denucciconstructors.com>, "Eddie R. Church" <erchurch@HNTB.com>, 'Ryan Rivera' <rrivera@HNTB.com>  
Cc: '62811\_1604-068\_ForestNorthPh1' <ForestNorthPh1@HNTB.com>, "paul@denucciconstructors.com" <paul@denucciconstructors.com>, Clayton

Weber <[cweber@HNTB.com](mailto:cweber@HNTB.com)>, "[dustin.rhodes@austintexas.gov](mailto:dustin.rhodes@austintexas.gov)"  
<[dustin.rhodes@austintexas.gov](mailto:dustin.rhodes@austintexas.gov)>, Julie Hastings  
<[JHastings@cobbfindley.com](mailto:JHastings@cobbfindley.com)>

Checking with Austin Water Utility on this. Will there be any cost implications to the project on this change? Also, I read the detail as being a minimum of 1-1/2" HDPE from the ball valve to the meter vs the RFI for 1". Can you confirm these things please? Thanks!

LANCE PARISHER, P.E.  
Project Manager

office 512.834.9798  
direct 713.485.8058  
cell 512.534.5384



505 E. Huntland Drive, Suite 100 | Austin, TX 78752  
[cobbfindley.com](http://cobbfindley.com) | TPBE No. F-274 | TBPLS No. 100467

**From:** Nancy Costa Estrada [<mailto:nancyc@denucciconstructors.com>]  
**Sent:** Wednesday, September 07, 2016 1:36 PM  
**To:** 'Eddie R. Church' <[erchurch@HNTB.com](mailto:erchurch@HNTB.com)>; 'Ryan Rivera' <[rrivera@HNTB.com](mailto:rrivera@HNTB.com)>  
**Cc:** '62811\_1604-068\_ForestNorthPh1' <[ForestNorthPh1@HNTB.com](mailto:ForestNorthPh1@HNTB.com)>; Lance Parisher <[LParisher@cobbfindley.com](mailto:LParisher@cobbfindley.com)>; [paul@denucciconstructors.com](mailto:paul@denucciconstructors.com); Clayton Weber <[cweber@HNTB.com](mailto:cweber@HNTB.com)>  
**Subject:** RE: Forest North - RFI #2

In regards to the clarification below, an RFI is attached.

Thank you,

**Nancy Costa Estrada**  
**Project Manager**

DeNucci Constructors, LLC  
8310-1 Capital Tx. Hwy. N., Ste. 275  
Austin, TX 78731  
P: 512-335-0600  
F: 512-342-0600  
[nancyc@denucciconstructors.com](mailto:nancyc@denucciconstructors.com)

---

**From:** Eddie R. Church [<mailto:erchurch@HNTB.com>]  
**Sent:** Friday, September 02, 2016 9:50 AM  
**To:** [paul@denucciconstructors.com](mailto:paul@denucciconstructors.com); Nancy Costa Estrada; Ryan Rivera  
**Cc:** 62811\_1604-068\_ForestNorthPh1; Lance Parisher ([LParisher@cobbfindley.com](mailto:LParisher@cobbfindley.com))  
**Subject:** RE: Forest North - WL Submittals

Paul,

Are you asking us to confirm if this is correct? If so, please submit as an RFI and I will forward to the waterline Engineer for clarification.

**Thank you,**

Eddie Church, P.E.

**HNTB Corporation**  
Main (512) 744-9082x16723 Direct (512) 527-6723 Cell (512) 297-0524 Fax (512) 218-9940  
101 East Old Settlers Blvd. Suite 100, Round Rock, TX 78664 | [www.hntb.com](http://www.hntb.com)

■ 100+ YEARS OF INFRASTRUCTURE SOLUTIONS



**From:** paul@denucciconstructors.com [mailto:paul@denucciconstructors.com]  
**Sent:** Friday, September 02, 2016 9:47 AM  
**To:** Nancy Costa Estrada; 'Lance Parish'; Eddie R. Church; Ryan Rivera  
**Cc:** 62811\_1604-068\_ForestNorthPh1; Clayton Weber; [trey.braddock@ferguson.com](mailto:trey.braddock@ferguson.com)  
**Subject:** RE: Forest North - WL Submittals

Just to clarify - We are intending to use the new COA service detail adopted in May 2016 which has 2" copper to the curb or ball valve (2' from back of curb) and 1" 250 PSI HDPE beyond from the ball valve. This is when the main is under the street.

In cases where the main is not under the street, we will be using 250 PSI HDPE throughout the connection.

Thanks

Paul T. DeNucci  
DeNucci Constructors, LLC  
8310-1 Cap Tx Hwy N. Ste 275  
Austin, Texas 78731  
512-335-0600  
512-342-0600 fax  
512-658-3986 cell  
[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)  
[www.denucciconstructors.com](http://www.denucciconstructors.com)

----- Original Message -----

Subject: RE: Forest North - WL Submittals  
From: "Nancy Costa Estrada" <[nancyc@denucciconstructors.com](mailto:nancyc@denucciconstructors.com)>  
Date: Thu, August 25, 2016 11:57 am  
To: "'Lance Parish'" <[LParisher@cobb fendley.com](mailto:LParisher@cobb fendley.com)>, "'Eddie R. Church'" <[erchurch@HNTB.com](mailto:erchurch@HNTB.com)>, "'Ryan Rivera'" <[rrivera@HNTB.com](mailto:rrivera@HNTB.com)>  
Cc: "'62811\_1604-068\_ForestNorthPh1'" <[ForestNorthPh1@HNTB.com](mailto:ForestNorthPh1@HNTB.com)>, "'Clayton Weber'" <[cweber@HNTB.com](mailto:cweber@HNTB.com)>, <[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)>

I will be out of the office through next week. Please copy Paul on future emails so that he can follow up with a response.

Thank you,

**Nancy Costa Estrada**  
**Project Manager**

DeNucci Constructors, LLC  
8310-1 Capital Tx. Hwy. N., Ste. 275  
Austin, TX 78731  
P: 512-335-0600

## Ryan Rivera

---

**From:** Rhodes, Dustin <Dustin.Rhodes@austintexas.gov>  
**Sent:** Friday, October 14, 2016 10:29 AM  
**To:** Ryan Rivera; Moreno, Patricia  
**Cc:** Dawn Haggard; Clayton Weber; 62811\_1604-068\_ForestNorthPh1; Mark Cissell  
**Subject:** RE: 1604-068 Forest North\_Wastewater line adjustment change order proposal  
**Attachments:** 20160322-AWU-ILA-ForestNorth-PearsonRanchRoad-Bayswater-Lakeline.pdf

Hi Ryan,

Patti and I had a chance to review the change order. We do not have any issue approving the change order. If we could get a copy of the change order sheet with signature block, we can go ahead and approve this change order.

We can approve this change order this time. However, I want to stress that Austin Water will not approve any future change orders without our approval prior to the work being done and our inspector present to inspect the work. Per the attached interlocal agreement, under Item 3 (g) "Management Duties of the County" a copy of the change order request related to the utility line and appurtenance adjustments need to be delivered to us within two (2) working days of its receipt by the County.

Let me know if there is anything else you need.

Best Regards,

**Dustin Rhodes, E.I.T**  
*Graduate Engineer*  
**Austin Water, Renew Austin Program**  
Waller Creek Center, 625 E. 10<sup>th</sup> Street, Suite 400, Austin, TX 78701  
Hours: M 9:00 AM to 6:00 PM, Tu-Fr 8:15 AM to 5:15 PM  
☎ 512.972.1170 • 512.972.0228

**From:** Ryan Rivera [mailto:rrivera@HNTB.com]  
**Sent:** Wednesday, October 12, 2016 10:18 AM  
**To:** Moreno, Patricia  
**Cc:** Rhodes, Dustin; Dawn Haggard; Clayton Weber; 62811\_1604-068\_ForestNorthPh1  
**Subject:** 1604-068 Forest North\_Wastewater line adjustment change order proposal

Patti,

Please review the attached change order proposal for the wastewater line adjustment that was not shown on the plans. We can have the contractor bill this amount ,if approved by the COA, in the County's force account item until a force account item can be created for the COA via a change order to the contract. Let me know if you have any questions.

Thanks,

**Ryan Rivera**  
Construction Representative  
Tel (512) 527-6717  
Cell (512) 677-1861

# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 2 REV 1 Date: 9/21/2016

Description: Raise Wastewater Service at 9518 Meadowheath to accommodate 36" RCP

Labor:	Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
	General Superintendent				\$49.23		\$0.00
	Superintendent	1	2		\$37.18		\$74.36
	Operators	1	5		\$20.50		\$102.50
	Pipe Layers	2	5		\$17.62		\$176.20
	Laborers	1	5		\$16.00		\$80.00
	Concrete Form Setter				\$24.00		\$0.00
	Concrete Finisher				\$24.00		\$0.00
	Truck Driver				\$35.00		\$0.00
	Surveyors				\$20.50		\$0.00
Subtotal							\$433.06

Material	Description	Quantity	Unit	Rate	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

Subcontractors/Vendors:	Description	Total
Subtotal		\$0.00

Unit Pricing	Description	Quantity	Unit	Price	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$0.00

Equipment:	Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
	303 Mini Excavator	4	Hours	\$18.41		\$73.64
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
Subtotal						\$73.64

Labor		\$433.06
Labor Burden	55%	\$238.18
Labor P & O	15%	\$64.96
Material		\$0.00
Material P & O	15%	\$0.00
Subcontractor		\$0.00
Subcontractor P & O	5%	\$0.00
Bid Item		\$0.00
Equipment		\$73.64
Bond	1%	\$8.10
<b>TOTAL</b>		<b>\$817.94</b>

Additional days requested: 0

## Ryan Rivera

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**From:** Salinas, Jessica <Jessica.Salinas@austintexas.gov>  
**Sent:** Wednesday, May 17, 2017 2:09 PM  
**To:** Ryan Rivera  
**Cc:** Rhodes, Dustin; Glosson, Rick  
**Subject:** FW: Forest North COP #9  
**Attachments:** COP #9 Forest North.xls; FW: Forest North 1604-068\_RFI#'s 16, 17,18; FW: Forest North - C138 & C139 Update; Forest North - Stillforest waterline relocation

Ryan,  
Please disregard my previous email. After further discussion with the City's team, this delay claim is approved for \$1,045.01 and 1 day is approved due to the Contractor's request to begin at the outfall of the storm drain.

Thanks,  
Jessica

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**From:** Salinas, Jessica  
**Sent:** Monday, May 15, 2017 3:00 PM  
**To:** Ryan Rivera <rrivera@HNTB.com>  
**Cc:** Glosson, Rick <Rick.Glosson@austintexas.gov>; Rhodes, Dustin <Dustin.Rhodes@austintexas.gov>; 62811\_1604-068\_ForestNorthPh1 <ForestNorthPh1@HNTB.com>  
**Subject:** FW: Forest North COP #9

Ryan,  
After further review, this proposal is rejected due to the City's response to the RFI within 10 working days. The City received RFI #16 on 4/17 and the formal response along with approved shop drawings was sent on 4/21 (see attached emails). In addition, on 4/17, the contractor was notified that they could continue to work at the Meadowheath/Stillforest intersection. Please let me know if you have any questions.

Thank you,  
Jessica  
512-740-8001

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**From:** Ryan Rivera [<mailto:rrivera@HNTB.com>]  
**Sent:** Friday, May 12, 2017 6:43 AM  
**To:** Salinas, Jessica <[Jessica.Salinas@austintexas.gov](mailto:Jessica.Salinas@austintexas.gov)>  
**Cc:** Glosson, Rick <[Rick.Glosson@austintexas.gov](mailto:Rick.Glosson@austintexas.gov)>; 62811\_1604-068\_ForestNorthPh1 <[ForestNorthPh1@HNTB.com](mailto:ForestNorthPh1@HNTB.com)>  
**Subject:** FW: Forest North COP #9

Jessica,

Have you had an opportunity to review this additional request from the Contractor?

Thanks,

Ryan



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**From:** Ryan Rivera

**Sent:** Monday, May 08, 2017 5:07 PM

**To:** Salinas, Jessica ([Jessica.Salinas@austintexas.gov](mailto:Jessica.Salinas@austintexas.gov)) <[Jessica.Salinas@austintexas.gov](mailto:Jessica.Salinas@austintexas.gov)>

**Cc:** Dawn Haggard <[dhaggard@HNTB.com](mailto:dhaggard@HNTB.com)>; 62811\_1604-068\_ForestNorthPh1 <[ForestNorthPh1@HNTB.com](mailto:ForestNorthPh1@HNTB.com)>; Clayton Weber <[cweber@HNTB.com](mailto:cweber@HNTB.com)>; James Klotz <[jklotz@HNTB.com](mailto:jklotz@HNTB.com)>; Christen Eschberger <[ceschberger@HNTB.com](mailto:ceschberger@HNTB.com)>; Glosson, Rick <[Rick.Glosson@austintexas.gov](mailto:Rick.Glosson@austintexas.gov)>

**Subject:** FW: Forest North COP #9

Jessica,

Attached is DeNucci's 2<sup>nd</sup> delay claim for water line related items in the Stillforest zone for your review. Let me know if you would like to meet to discuss or if you have any questions.

Thanks,

Ryan

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**From:** [paul@denucciconstructors.com](mailto:paul@denucciconstructors.com) [<mailto:paul@denucciconstructors.com>]

**Sent:** Wednesday, April 26, 2017 3:27 PM

**To:** Ryan Rivera <[rrivera@HNTB.com](mailto:rrivera@HNTB.com)>; 62811\_1604-068\_ForestNorthPh1 <[ForestNorthPh1@HNTB.com](mailto:ForestNorthPh1@HNTB.com)>

**Cc:** Nancy Estrada <[nancyc@denucciconstructors.com](mailto:nancyc@denucciconstructors.com)>

**Subject:** Forest North COP #9

Ryan - attached is COP #9 for the Forest North project.

It is for the COA shut-down of the waterline work at Meadowheath/Haversham on Friday 4/17/2017.

Please contact me with any questions.

Thanks

Paul T. DeNucci  
DeNucci Constructors, LLC  
8310-1 Cap Tx Hwy N. Ste 275  
Austin, Texas 78731  
512-335-0600  
512-342-0600 fax  
512-658-3986 cell  
[paul@denucciconstructors.com](mailto:paul@denucciconstructors.com)  
[www.denucciconstructors.com](http://www.denucciconstructors.com)

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*This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.*

# CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage Improvements JOB #1604-068 AWW# W-2016-3212.146

Change Order Proposal Number: 9 Date: 4/24/2017

Description: Delay costs associated with stop work order for the lowering of the waterline at Meadowheath/Haversham Ct. per emails dated 4/17/2017. Costs include partial crew and Superintendent together with idle equipment that is on project for waterline potholing and related contract items. Crew was mobilized at location and order was issued at 11:00 AM. Crew demobilized and moved to another work location the following work day.

**Labor:**

Position	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
General Superintendent				\$49.23		\$0.00
Superintendent Utilities	1	4		\$44.29		\$177.16
Superintendent Concrete				\$31.00		\$0.00
Operators	1	4		\$22.00		\$88.00
Pipe Layer	1	4		\$19.00		\$76.00
Pipe Layer				\$17.50		\$0.00
Laborer - Utility	1	4		\$18.50		\$74.00
Laborer - Concrete				\$22.00		\$0.00
Concrete Form Setter				\$21.50		\$0.00
Concrete Finisher				\$25.00		\$0.00
Truck Driver				\$35.00		\$0.00
Surveyors				\$20.50		\$0.00
Subtotal						\$415.16

**Material**

Description	Quantity	Unit	Rate	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00

**Subcontractors/Vendors:**

Description	Total
Subtotal	\$0.00

**Unit Pricing**

Description	Quantity	Unit	Price	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$0.00

**Equipment:**

Description	Quantity	Unit	Operating Cost/Hour	Standby Rate	Total
314 Excavator	4	Hours	\$71.59		\$286.36
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal					\$286.36

Labor		\$415.16
Labor Burden	55%	\$228.34
Labor P & O	15%	\$62.27
Material		\$0.00
Material P & O	15%	\$0.00
Subcontractor		\$0.00
Subcontractor P & O	5%	\$0.00
Bid Item		\$0.00
Equipment		\$286.36
Equipment P&O	15%	\$42.95
Bond	1%	\$9.92
<b>TOTAL</b>		<b>\$1,045.01</b>

Additional days requested: 1

**Commissioners Court - Regular Session****23.****Meeting Date:** 08/22/2017

1604-068 Forest North Ph 1 Change Order No. 4

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

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**Information****Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 4 in the amount of \$59,124.65 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**Background**

This Change Order adds quantity to the existing Cut & Restore Pavement item to include pavement repairs associated with the waterline installation. The original plan quantity for this item did not account for the waterline trench repairs. The Contractor has agreed to extend the Contract unit price for this item.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1604-062 Forest North Ph 1 CO No 4

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 08/17/2017

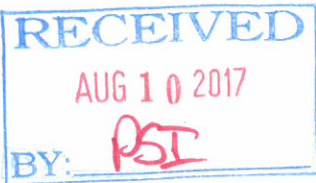
**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 01:57 PM



Received

Received

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

HNTB Corporation  
Round Rock

HNTB Corporation  
Round Rock

1. CONTRACTOR: **DeNucci Constructors, LLC**
2. Change Order Work Limits: Sta. various locations to Sta. various locations
3. Type of Change (on federal-aid non-exempt projects): Min (Major/Minor)
4. Reasons: 1A (3 Max. - In order of importance - Primary first)

Project:	<u>1604-068</u>
Roadway:	<u>Forest North Drainage Ph 1</u>
CSJ Number:	

5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** This Change Order adds quantity to the existing Cut & Restore Pavement item. The original plan quantity for this item did not account for the waterline trench repairs. The Contractor has agreed to extend the Contract unit price for this item.

6. Work to be performed in accordance with Items: See attached.
7. New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0  
Amount added by this change order: \$59,124.65

THE CONTRACTOR

Date 8/7/17

By

Paul T. DeNucci  
Typed/Printed Name PAUL T. DENUCCI  
Typed/Printed Title MANAGER

RECOMMENDED FOR EXECUTION:

Christen Eschberger 8/8/17  
Project Manager Date

N/A  
Design Engineer Date

M. Pugh 8/14/17  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date  
☐ APPROVED



## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Road Bond Program**

**Forest North Phase 1  
Williamson County Project No. 1604-068**

**Change Order No. 4**

**Reason for Change**

This Change Order adds quantity to the existing Cut & Restore Pavement item. The original plan quantity for this item did not account for the waterline trench repairs. The Contractor has agreed to extend the Contract unit price for this item.

This Change Order results in a net increase of \$59,124.65 to the Contract amount, for an adjusted Contract total of \$3,797,331.93. The original Contract amount was \$3,556,659.50. Because of this and all Change Orders to-date, \$240,672.43 has been added to the Contract, resulting in a 6.8% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

ZONE	Sheet	Station to	Station	Length	Comment	Area
Tichester						
	C-128	165	111	54		
	C-129	141	116	25		
	C-130	195	165	30		
Stillforest						
	C-137	162	132	30		
	C-138	187	126	61		
	C-139	137	108	29		
	C-140	155	105	50		
	C-141	153	128	25		
	C-142	149	109	40		
	C-143	141	124	17	service	
	C-147	20	0	20	service	
	C-149	21	0	21	service	
	C-149	21	0	21	service	
	C-149	21	0	21	service	
Sherbrooke						
	C-154	344	118	226		
	C-154	20	0	20	service	
	C-154	21	0	21	service	
	C-155	175	118	57		
	C-156	212	122	90		
	C-157	177	129	48		
	C-158	161	122	39		
	C-159	178	131	47		
	C-160	118	105	13		
	C-161	174	129	45		
	C-161	13	0	13	FH lead	
	C-162	175	139	36		
	C-163	203	123	80		
	C-166	18	0	18	service	
	C-166	17	0	17	service	
	C-158	61	0	61	service	
Braeburn						
	C-117	188	120	68		
	C-118	178	124	54		
	C-119	183	121	62		
	C-120	149	119	30		
	C-121	169	118	51		
	C-122	143	113	30		
	C-123	20	0	20	service	
	C-123	20	0	20	service	
	C-123	3	0	3	service	
	C-123	4	0	4	service	
	C-124	3	0	3	service	
	C-125	20	0	20	service	
	C-125	20	0	20	service	
Wisterwood						
	C-107	193	114	79		
	C-108	159	118	41		
	C-109	200	116	84		
	C-110	125	108	17		
	C-111	189	115	74		
	C-112	167	106	61		
	C-113	29	0	29	service	
	C-113	29	0	29	service	
	C-113	29	0	29	service	
	C-113	30	0	30	service	
	C-113	32	0	32	service	
Briar Hollow						
	C-103	214	109	105		
	C-104	150	103	47		
	C-104	177	155	22		
				<u>          </u>	x width	(SY)
				2339.00	3.5	909.61



**Commissioners Court - Regular Session****24.****Meeting Date:** 08/22/2017

2015 Certificates of Obligation Budget Transfer

**Submitted By:** Emmeline Palma, 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 line item transfer for 2015 Certificates of Obligation from Non Departmental P356 to Georgetown Annex P325 in the amount of \$253,704.

**Background**

Per discussion on August 15, 2017 agenda item #47 this transfer accounts for the approval add alternates #2.

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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: Emmeline Palma

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 07:51 AM

**Commissioners Court - Regular Session****25.****Meeting Date:** 08/22/2017

Possession &amp; Use Agreement

**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 Possession & Use Agreement with WC Round Rock Land Partners, LP. a Texas limited partnership for right of way needed on N. Mays (Parcel 5).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WC RR Partners PUA

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/17/2017 10:46 AM

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

§

Parcel No.: 5

§

**COUNTY OF WILLIAMSON**

§

Project: North Mays

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and WC ROUND ROCK LAND PARTNERS, LP, a Texas limited partnership (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 110 S and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A & B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of FORTY-SEVEN THOUSAND FIVE HUNDRED ELEVEN and 00/100 Dollars (\$47,511.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee acknowledges Grantor does not agree this sum is full and adequate compensation for the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90 percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount



tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County. Grantor is not liable for interest on any overpayment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered 17-293990-GT issued March 9, 2017 by Capital Title of Texas (First National Title Insurance Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment. Upon written request from Grantor, the parties shall work to schedule a special commissioners' hearing which is to occur within 90 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property

related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor WC Round Rock Land Partners, LP, reserves all of the oil, gas and sulphur in and under the land herein conveyed. Grantor waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. If Grantor extracts oil, gas and minerals, such extraction may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Grantee agrees that once the Grantor, in writing, asks for a special commissioner's hearing to be scheduled, Grantee shall file a condemnation petition within fifteen (15) days after such notice if not previously done, and both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the Grantor's request. Any award that exceeds \$47,511.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

*[signature pages follow]*

GRANTOR:

WC Round Rock Land Partners, LP,  
a Texas limited partnership

By: WC Round Rock Land Partners GP, LLC,  
a Texas limited liability company  
its General Partner

By: [Signature]  
Natin Paul, Manager

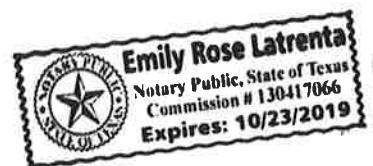
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 16 day of AUGUST, 2017 by  
Natin Paul, in the capacity and for the purposes and consideration recited herein.

[Signature]  
Notary Public, State of Texas  
Printed Name: Emily Rose Latrenta  
My Commission Expires: 10/23/2019



COUNTY:

WILLIAMSON COUNTY, TEXAS

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**  
**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EXHIBIT A

County: Williamson  
Parcel : 5 Part 1  
Highway: N. Mays

**PROPERTY DESCRIPTION FOR PARCEL 5 PART 1**

DESCRIPTION OF A 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, 165.75 feet right of proposed North Mays Baseline Station 55+88.08, being an ell corner in the common boundary line of said Lot 1 and Lot 2, Block "A", of said Cypress Addition;

THENCE, with said common boundary line, N 66°37'12" W for a distance of 61.32 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW - 5050" (Grid Coordinates determined as N=10173449.80, E=3129439.96 (TxSPC Zone 4203) set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, in the proposed easterly right-of-way (ROW) line of North Mays (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 1) **S 15°31'49" W**, for a distance of **642.33** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 49+54.13, for an ell corner;
- 2) **S 60°31'49" W**, for a distance of **63.64** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 60.00 feet right of proposed North Mays Baseline Station 49+09.13, for an ell corner;
- 3) **S 15°31'49" W**, for a distance of **699.42** feet to a calculated point in the southerly boundary line of said Lot 1, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, being in the approximate centerline of Chandler Branch, same being in the northerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded in Document No. 2008040866 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a disturbed 1/2" iron rod found, being a witness corner per said Cypress Addition bears S 60°04'07" E at a distance of 75.25 feet;

**THENCE**, departing said proposed ROW line, with the approximate centerline of said Chandler Branch, same being with the common boundary line of said Lot 1 and said remainder of the 26.864 acre tract, the following two (2) courses:

- 4) **N 65°15'12" W**, for a distance of **37.96** feet to a calculated angle point;
- 5) **S 75°43'18" W**, for a distance of **100.87** feet to a calculated point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, in the proposed westerly ROW line of said North Mays, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "BAKER AICKLEN" found, being a witness corner per said Cypress Addition bears N 70°31'37" W at a distance of 134.86 feet;



THENCE, departing said remainder of the 26.864 acre tract, same being the approximate centerline of said Chandler Branch, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

- 6) N 15°31'49" E, for a distance of 758.09 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 49+23.73, for an angle point;
- 7) N 29°28'11" W, for a distance of 42.43 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 49+53.73, for an ell corner;
- 8) N 15°31'49" E, for a distance of 736.46 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, being in said common boundary line of Lot 1 and Lot 2, for the northwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said common boundary line, the following three (3) courses:

- 9) S 34°32'42" E, for a distance of 19.87 feet to a 1/2" iron rod found, for an angle point;
- 10) S 23°10'54" W, for a distance of 55.00 feet to a 1/2" iron rod found, for an ell corner;
- 11) S 66°37'12" E, at a distance of 153.52 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, in said proposed easterly ROW line, and continuing with said proposed ROW for a total distance of 193.90 feet to the POINT OF BEGINNING, containing 5.235 acres (228,015 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



04/28/2017  
Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 3 OF 5

DAVID CURRY SURVEY  
ABSTRACT NO. 130

NUMBER	DIRECTION	DISTANCE
L1	N66° 37' 12"W	61.32'
L2	S60° 31' 49"W	63.64'
L3	S15° 31' 49"W	699.42'
L8	N15° 31' 49"W	758.09'
L9	N29° 28' 11"W	42.43'
L10	S34° 32' 42"E	19.87'
L11	S23° 10' 54"W	55.00'
(L11)	(S25° 31' 38"W)	(55.00')
L12	S66° 37' 12"E	40.38'

BLOCK "A"

LOT 1  
(79.381 AC.)

CYPRESS ADDITION  
CAB. N, SLD. 266-268  
P.R.W.C.T.

DENTENTION POOL  
EASEMENT BRUSHY  
CREEK WCID NO. 1  
32.348 AC  
EXHIBIT "B"  
VOL. 1163, PG. 15  
O.R.W.C.T.

STA. 49+53.73  
95.00' LT

STA. 49+23.73  
65.00' LT

SEE SHEET 4  
STA. 49+00.00

PROPOSED  
N. MAYS  
(R.O.W. WIDTH VARIES)

PROPOSED  
N. MAYS BASELINE  
54+00

53+00

52+00

51+00

50+00

49+00

48+00

47+00

46+00

45+00

44+00

43+00

42+00

41+00

40+00

39+00

38+00

37+00

36+00

35+00

34+00

33+00

32+00

31+00

30+00

29+00

28+00

27+00

26+00

25+00

24+00

23+00

22+00

21+00

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19+00

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17+00

16+00

15+00

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12+00

11+00

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7+00

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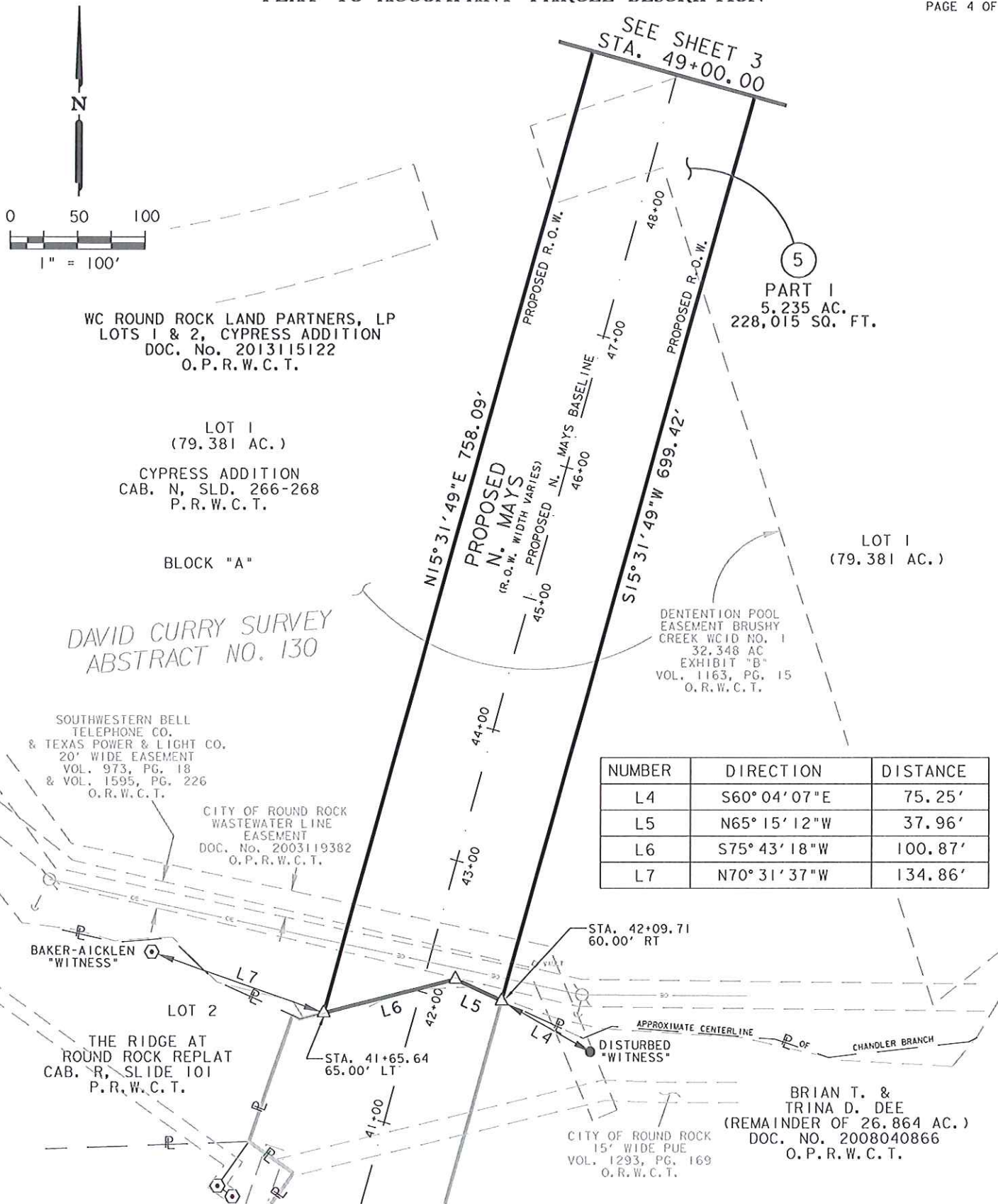
2+00

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**PLAT TO ACCOMPANY PARCEL DESCRIPTION**



**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

**PARCEL 5  
PART I**

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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## LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 5 OF 5

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	—/—	LINE BREAK
⊛	COTTON GIN SPINDLE FOUND	↺	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T.	OFFICIAL RECORDS
	STAMPED "WILCO-ROW-5050" SET	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
	(UNLESS NOTED OTHERWISE)	P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

- I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOG. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo*  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE: 05/03/2017



	ACRES	SQUARE FEET
ACQUISITION PART 1	5.235	228,015
ACQUISITION PART 2	0.044	1,934
TOTAL ACQUISITION	5.279	229,949
DEED AREA	79.381	3,457,836
REMAINDER AREA	74.102	3,227,887



PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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**PARCEL 5  
PART 1**



EXHIBIT B

County: Williamson  
Parcel : 5 Part 2  
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 2

DESCRIPTION OF A 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO: 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDES 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 153.13 feet left of proposed North Mays Baseline Station 63+09.67, for an angle point in the common boundary line of said Lot 1 and Lot 2, Block "A", said Cypress Addition;

THENCE, with the common boundary line of said Lot 1 and Lot 2, S 23°25'30" W, for a distance of 385.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" (Grid Coordinates determined as N=10173858.65, E=3129400.11) (TxSPC Zone 4203) set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in the proposed westerly right-of-way (ROW line of North Mays (ROW width varies), for the POINT OF BEGINNING of the herein described tract;

THENCE, departing said proposed ROW line, continuing with said common boundary line the following two (2) courses:

- 1) S 23°25'30" W, for a distance of 203.88 feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN" found, being an ell corner, for the southeasterly corner of the herein described tract;
- 2) N 66°36'44" W, for a distance of 18.97 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said proposed ROW line, for the southwesterly corner of the herein described tract, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;
- 3) THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, N 28°44'26" E, for a distance of 204.77 feet to the POINT OF BEGINNING, containing 0.044 acres (1,934 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

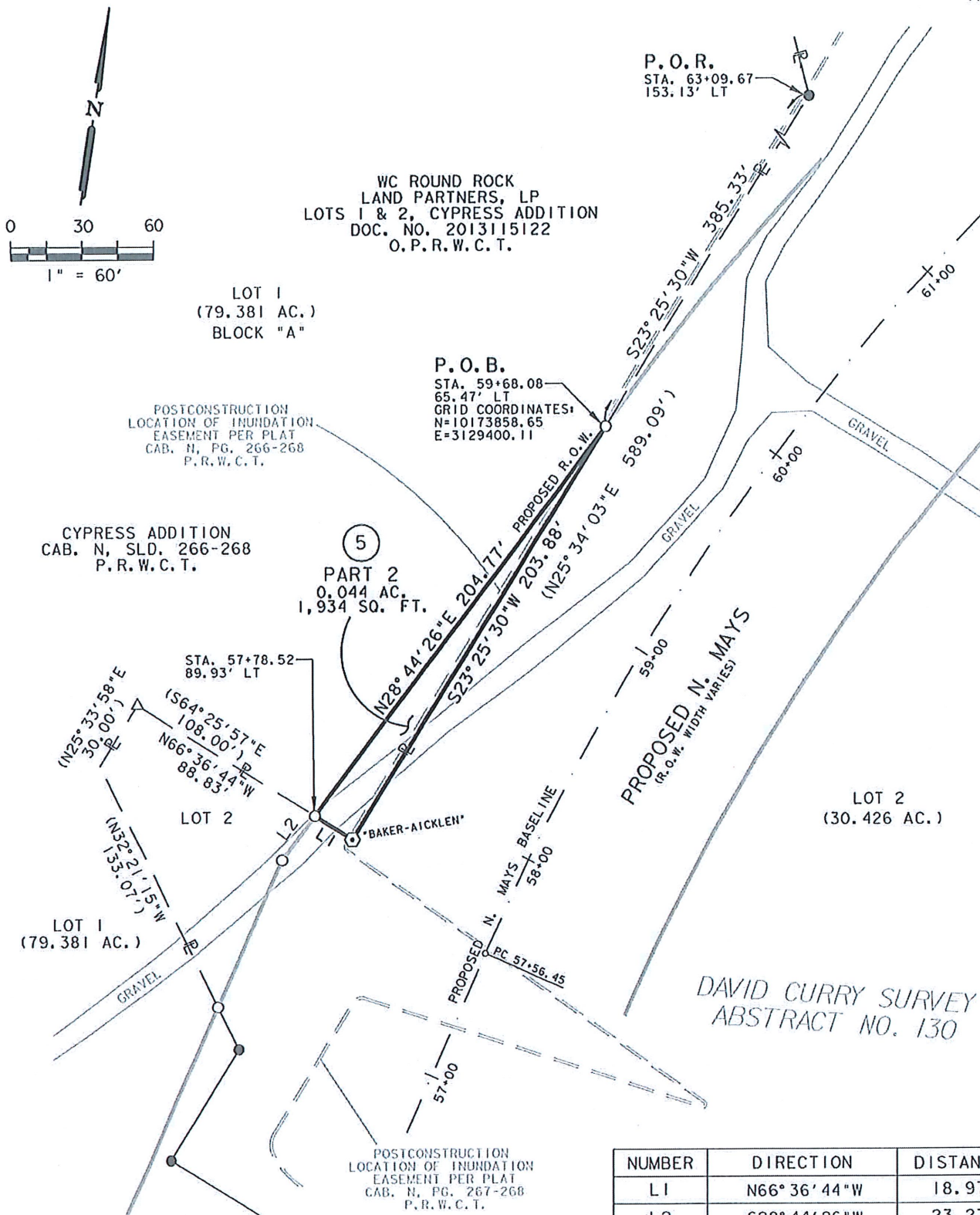
*Lawrence M. Russo*  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



*04/28/2017*  
Date

PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 2 OF 3



**INLAND**  
**GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF		
WC ROUND ROCK LAND PARTNERS, LP		
SCALE 1" = 60'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON

**PARCEL 5  
PART 2**



**LEGEND**

**PLAT TO ACCOMPANY PARCEL DESCRIPTION**

04/25/17  
PAGE 3 OF 3

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
✱ FENCE CORNER POST FOUND	℄ PROPERTY LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	— LINE BREAK
⊕ COTTON GIN SPINDLE FOUND	↯ DENOTES COMMON OWNERSHIP
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B. POINT OF BEGINNING
X X CUT FOUND	P.O.R. POINT OF REFERENCE
▲ 60/D NAIL FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS
○ 1/2" IRON ROD W/ ALUMINUM CAP	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
STAMPED "WILCO-ROW" SET	O.R.W.C.T. OFFICIAL RECORDS
(UNLESS NOTED OTHERWISE)	O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS
	P.R.W.C.T. WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

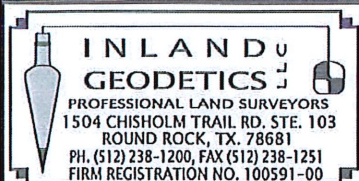
S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo* 04/28/2017  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681



	ACRES	SQUARE FEET
ACQUISITION PART 1	5.235	228,015
ACQUISITION PART 2	0.044	1,934
TOTAL ACQUISITION	5.279	229,949
DEED AREA	79.381	3,457,836
REMAINDER AREA	74.102	3,227,887



PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

SCALE 1" = 60'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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**PARCEL 5  
PART 2**

**Commissioners Court - Regular Session****26.****Meeting Date:** 08/22/2017

Possession &amp; Use Agreement

**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 Possession & Use Agreement with WC Round Rock Land Partners, LP, a Texas limited partnership for right of way needed on N. Mays. (Parcel 6)

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**WC RR Partners PUA

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/17/2017 10:56 AM



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

§

Parcel No.: 6

§

**COUNTY OF WILLIAMSON**

§

Project: North Mays

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and WC ROUND ROCK LAND PARTNERS, LP, a Texas limited partnership (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of CR 110 S and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits A & B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SIX HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-THREE and 00/100 Dollars (\$678,573.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee acknowledges Grantor does not agree this sum is full and adequate compensation for the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90 percent of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees



that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County. Grantor is not liable for interest on any overpayment.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to GRANTEE in that certain title commitment numbered 17-293990-GT issued March 9, 2017 by Capital Title of Texas (First National Title Insurance Company), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment. Upon written request from Grantor, the parties shall work to schedule a special commissioners' hearing which is to occur within 90 days after the receipt of such request, and at a date and time otherwise mutually agreeable to the parties.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property

related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor WC Round Rock Land Partners, LP, reserves all of the oil, gas and sulphur in and under the land herein conveyed. Grantor waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. If Grantor extracts oil, gas and minerals, such extraction may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Grantee agrees that once the Grantor, in writing, asks for a special commissioner's hearing to be scheduled, Grantee shall file a condemnation petition within fifteen (15) days after such notice if not previously done, and both parties will undertake all reasonable efforts to hold a special commissioners' hearing within ninety (90) days after the Grantor's request. Any award that exceeds \$678,573.00 will be deposited in the registry of the court within twenty (20) days following the award made by the special commissioners. If the compensation issue is settled through negotiations, a fixed date for receipt of the additional funds, if any, will be agreed upon as part of the negotiation process.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

*[signature pages follow]*

GRANTOR:

WC Round Rock Land Partners, LP,  
a Texas limited partnership

By: WC Round Rock Land Partners GP, LLC,  
a Texas limited liability company  
its General Partner

By: [Signature]  
Natin Paul, Manager

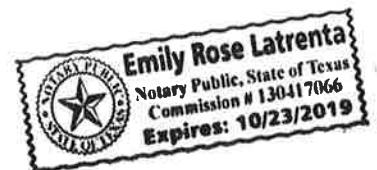
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF** TRAVIS

This instrument was acknowledged before me on this the 11<sup>th</sup> day of AUGUST, 2017 by  
Natin Paul, in the capacity and for the purposes and consideration recited herein.

[Signature]  
Notary Public, State of Texas  
Printed Name: EMILY ROSE LATRENTA  
My Commission Expires: 10/23/2019



COUNTY:

WILLIAMSON COUNTY, TEXAS

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS  
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EXHIBIT A

County: Williamson  
Parcel : 6  
Highway: N. Mays

**PROPERTY DESCRIPTION FOR PARCEL 6**

DESCRIPTION OF A 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "A" (30.426 ACRES), CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF SAID LOT 2 CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod found, 523.23 feet left of proposed North Mays Baseline Station 66+34.77 being an angle point in the common boundary line of said Lot 2, and Lot 3, Block "B", Oakmont Centre, Section Five, a subdivision of record in Cabinet F, Slides 139-142 of the Plat Records of Williamson County, Texas;

THENCE, with said common boundary line, N 68°49'22" E, for a distance of 490.08 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 140.22 feet left of proposed North Mays Baseline Station 72+70.26, (Grid Coordinates determined as N=10174867.67, E=3130019.34 (TxSPC Zone 4203), in the proposed westerly right-of-way (ROW) line of North Mays (ROW width varies) for most northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said proposed westerly ROW line, and said common boundary line, N 68°49'22" E, at a distance of 92.00 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 53.20 feet left of proposed North Mays Baseline Station 73+04.61, departing said proposed westerly ROW line, and continuing for a total distance of 168.30 feet to a 1/2" iron rod found, being the most northwesterly corner of Lot 3A of the Replat of Lot 3, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet BB, Slide 137-139 of the Plat Records of Williamson County, Texas, same being an angle point in the southerly boundary line of said Lot 3, for the most northeasterly corner of said Lot 2 and the herein described tract;
- 2) **THENCE**, departing said Lot 3, with the common boundary line of said Lot 2 and said Lot 3A, S 21°26'59" E, for a distance of 151.31 feet, to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 71+94.41, in the proposed easterly ROW line of said North Mays;
- 3) **THENCE**, continuing with said common boundary line, same being said proposed easterly ROW line, S 21°26'59" E, for a distance of 22.00 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 85.00 feet right of proposed North Mays Extension Baseline Station 71+76.70, being the northerly boundary corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas, for a point of non-tangent curvature to the right;

**THENCE**, departing said Lot 3A, with said proposed easterly ROW line, same being the northwesterly boundary line of said 13.110 acre tract, the following eight (8) courses:

- 4) along said curve to the right, having a delta angle of 04°49'37", a radius of 835.00 feet, an arc length of 70.35 feet, and a chord which bears S 08°40'33" W, for a distance of 70.33 feet to a Mag Nail with Washer stamped "CUNNINGHAM-ALLEN, INC." found set in a concrete drainage flume 85.00 feet right of proposed North Mays Baseline Station 71+13.51, for a point of non-tangency;
- 5) S 37°07'23" W, for a distance of 48.19 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 70+73.64, for a point of non-tangency of a curve to the right;



- 6) along said curve to the right, having a delta angle of  $32^{\circ}28'03''$ , a radius of 815.00 feet, an arc length of 461.83 feet, and a chord which bears  $S\ 30^{\circ}22'09''\ W$ , for a distance of 455.68 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 66+48.64, for a point of non-tangency;
- 7)  $S\ 27^{\circ}27'52''\ W$ , for a distance of 29.10 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 66+23.64, for a point of non-tangency of a curve to the right;
- 8) along said curve to the right, having a delta angle of  $08^{\circ}21'50''$ , a radius of 825.00 feet, an arc length of 120.43 feet, and a chord which bears  $S\ 52^{\circ}41'41''\ W$ , for a distance of 120.32 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 65+14.16, for a point of tangency;
- 9)  $S\ 56^{\circ}07'41''\ W$ , for a distance of 25.48 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 64+86.72, for an angle point;
- 10)  $S\ 70^{\circ}10'44''\ W$ , for a distance of 36.65 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 64+48.94, for a point of non-tangent curvature to the left;
- 11) along said curve to the left, having a delta angle of  $10^{\circ}46'14''$ , a radius of 985.00 feet, an arc length of 185.16 feet, and a chord which bears  $S\ 47^{\circ}56'04''\ W$ , for a distance of 184.89 feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found, being the most westerly corner of said 13.110 acre tract, also being an angle point in the easterly boundary line of the remainder of said 30.426 acres (remainder portion Lot 2 conveyed to said WC Round Rock Land Partners, LP), for a point on curve;

THENCE, departing said 13.110 acre tract, through the interior of said remainder of 30.426 acres, continuing with said proposed easterly ROW line, the following two (2) courses:

- 12) continuing along said curve to the left, having a delta angle of  $27^{\circ}01'00''$ , a radius of 985.00 feet, an arc length of 464.46 feet, and a chord which bears  $S\ 29^{\circ}02'16''\ W$ , for a distance of 460.17 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 57+56.45, for a point of tangency;
- 13)  $S\ 15^{\circ}31'49''\ W$ , for a distance of 154.48 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, being in the common boundary line of said Lot 2 and Lot 1 of said Cypress Addition subdivision, also being an angle point in said proposed easterly ROW line, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being an ell corner in said common boundary line bears  $S\ 66^{\circ}37'12''\ E$ , at a distance of 40.38 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, for an angle point in said proposed easterly ROW line, departing said proposed easterly ROW line and continuing for a total distance of 101.70 feet;

THENCE, departing said proposed easterly ROW line, with said common boundary line, the following three (3) courses:

- 14)  $N\ 66^{\circ}37'12''\ W$ , for a distance 153.52 feet to a 1/2" iron rod found, for an ell corner and the southwesterly corner of the herein described tract;
- 15)  $N\ 23^{\circ}10'54''\ E$ , for a distance of 55.00 feet to a 1/2" iron rod found, for angle point;
- 16)  $N\ 34^{\circ}32'42''\ W$ , for a distance of 19.87 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, in the proposed westerly ROW line of said North Mays, for an angle point, and from which a calculated angle point in said common boundary line bears  $N\ 34^{\circ}32'42''\ W$ , at a distance of 113.19 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following two (2) courses:

- 17)  $N\ 15^{\circ}31'49''\ E$ , for a distance of 67.56 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 57+57.65, for an angle point;

- 18) N 28°44'26" E, for a distance of 23.27 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said common boundary line, for an ell corner, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;

THENCE, departing said proposed ROW line, with said common boundary line, the following two (2) courses:

- 19) S 66°36'44" E, for a distance of 18.97 feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN", for an ell corner;
- 20) N 23°25'30" E, for a distance of 203.88 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in said proposed westerly ROW line, for an angle point, and from which a 1/2" iron rod found, being an angle point in said common boundary line bears N 23°25'30" E, at a distance of 385.33 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following five (5) courses:

- 21) N 28°44'26" E, for a distance of 32.35 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 59+98.54, for a point of curvature to the right;
- 22) along said curve to the right, having a delta angle of 28°08'10", a radius of 1115.00 feet, an arc length of 547.54 feet, and a chord which bears N 42°48'31" E, for a distance of 542.06 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 65+14.16, for a point of reverse curvature;
- 23) along said curve to the left, having a delta angle of 53°20'13", a radius of 685.00 feet, an arc length of 637.67 feet, and a chord which bears N 30°12'30" E, for a distance of 614.89 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 72+12.34, for a point of non-tangency;
- 24) S 68°51'00" W, for a distance of 50.35 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 110.40 feet left of proposed North Mays Baseline Station 71+87.68, for an ell corner;
- 25) N 21°09'00" W, for a distance of 74.92 feet to the POINT OF BEGINNING, containing 5.326 acres (231,990 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

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

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*Lawrence M. Russo*  
Lawrence M. Russo  
Registered Professional Land Surveyor No. 5050  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

*05/03/2017*  
Date





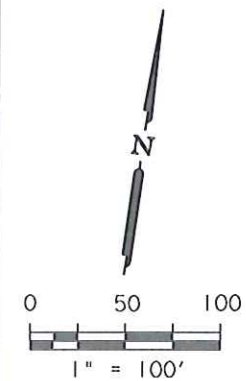




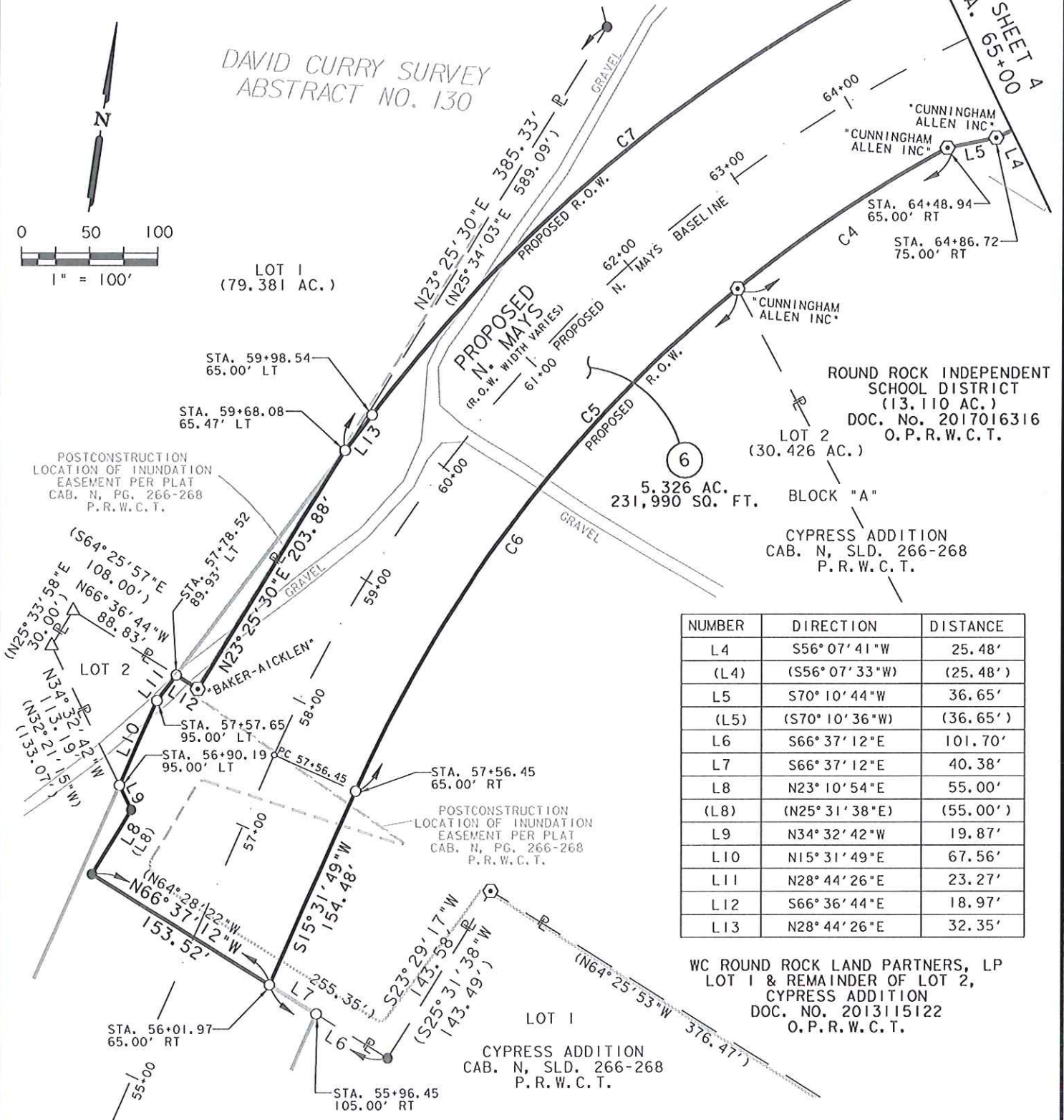
PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 5 OF 6

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	10° 46' 14"	985.00'	185.16'	184.89'	S47° 56' 04" W
(C4)	(10° 46' 32")	(985.00')	(185.25')	(184.98')	(S47° 55' 40" W)
C5	37° 47' 14"	985.00'	649.62'	637.91'	S34° 25' 26" W
C6	27° 01' 00"	985.00'	464.46'	460.17'	S29° 02' 16" W
C7	28° 08' 10"	1115.00'	547.54'	542.06'	N42° 48' 31" E



DAVID CURRY SURVEY  
ABSTRACT NO. 130



NUMBER	DIRECTION	DISTANCE
L4	S56° 07' 41" W	25.48'
(L4)	(S56° 07' 33" W)	(25.48')
L5	S70° 10' 44" W	36.65'
(L5)	(S70° 10' 36" W)	(36.65')
L6	S66° 37' 12" E	101.70'
L7	S66° 37' 12" E	40.38'
L8	N23° 10' 54" E	55.00'
(L8)	(N25° 31' 38" E)	(55.00')
L9	N34° 32' 42" W	19.87'
L10	N15° 31' 49" E	67.56'
L11	N28° 44' 26" E	23.27'
L12	S66° 36' 44" E	18.97'
L13	N28° 44' 26" E	32.35'

WC ROUND ROCK LAND PARTNERS, LP  
LOT 1 & REMAINDER OF LOT 2,  
CYPRESS ADDITION  
DOC. NO. 2013115122  
O.P.R.W.C.T.

CYPRESS ADDITION  
CAB. N, SLD. 266-268  
P.R.W.C.T.

**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF  
**WC ROUND ROCK  
LAND PARTNERS, LP**

**PARCEL 6**

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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## LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

04/25/17  
PAGE 6 OF 6

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊙	COTTON GIN SPINDLE FOUND	↘	DENOTES COMMON OWNERSHIP
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
×	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	MAG NAIL W/ WASHER FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL RECORDS
		P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
			OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

- I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- IOG. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.
- J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

*Lawrence M. Russo*  
LAWRENCE M. RUSSO  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE: 05/03/2017



	ACRES	SQUARE FEET
ACQUISITION	5.326	231,990
CALC/DEED AREA	17.316	754,285
REMAINDER AREA	11.99	522,295



PARCEL PLAT SHOWING PROPERTY OF  
WC ROUND ROCK  
LAND PARTNERS, LP

SCALE 1" = 100'	PROJECT N. MAYS EXTENSION	COUNTY WILLIAMSON
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PARCEL 6

**Commissioners Court - Regular Session****27.****Meeting Date:** 08/22/2017

Cedar Hollow/Lost River

**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 the Department of Infrastructure's presentation and recommendation regarding the Cedar Hollow Relief Route, low water bridge flooding, and all other matters relating thereto.

**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: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:44 AM

Started On: 08/17/2017 10:42 AM

**Commissioners Court - Regular Session****28.****Meeting Date:** 08/22/2017

FY 18 Budget Discussion

**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 08:40 AM

Started On: 07/26/2017 05:15 PM

**Commissioners Court - Regular Session****29.****Meeting Date:** 08/22/2017

2017-2018 County Clerk Records Archive Fund Advertising

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2017-2018 County Clerk's Records Archive Fund for September 19th, 2017 at 10:00 am.

**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 05:54 PM

**Commissioners Court - Regular Session****30.****Meeting Date:** 08/22/2017

2017-2018 District Clerk Records Technology Fund Advertising

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2017-2018 District Clerk's Records Technology Fund for September 19th, 2017 at 10:15 am.

**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 05:56 PM

**Commissioners Court - Regular Session****31.****Meeting Date:** 08/22/2017

FY 18 County Clerk Records Archive Plan

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action authorizing advertising and setting a date for a public hearing on the 2018 County Clerk's Records Archive Plan/Fund for September 19th, 2017 at 10:00 AM.

**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: 08/14/2017

**Reviewed By**

Wendy Coco

**Date**

08/14/2017 01:11 PM

Started On: 08/14/2017 12:23 PM



**Commissioners Court - Regular Session****32.****Meeting Date:** 08/22/2017

FY 18 District Clerk Records Technology Fund

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

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting a date for a public hearing on the 2018 District Clerk's Technology Plan/Fund for September 19th, 2017 at 10:15 AM.

**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: 08/14/2017

**Reviewed By**

Wendy Coco

**Date**

08/14/2017 01:11 PM

Started On: 08/14/2017 12:26 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 08/22/2017

Contract for Texas State Library for County Clerk

**Submitted For:** Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action regarding renewal of contract with the Texas State Library to support operations of the Williamson County Clerk's office.

**Background**

This is the renewal for the Texas State Library Contract for services. This includes and microfilm production and storage of original microfilm while we store and keep available duplicate rolls. We are moving our current microfilm being stored at a private storage company who is nickel and diming us to the State Library. Their facility which went through building ac and security renovations in 2016 along with new software to make it easier to access to see our inventory in their humidity and temperature controlled vaults or request any rolls to be delivered to us if needed. This will save us \$4000+ per year starting next year FY 2018-2019 as there is a cost for them to physically put them into their vault this year FY 2017-18.

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**Fiscal Impact**

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

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 08/17/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

08/17/2017 12:10 PM

08/17/2017 04:36 PM

Started On: 08/17/2017 09:55 AM

# **Contract for Imaging Services for Fiscal Year 2018**

**Texas State Library and Archives Commission  
State and Local Records Management**

**THE STATE OF TEXAS – COUNTY OF TRAVIS**

**TSLAC Contract Number: 6-18-1246**

**WillCo Contract or Purchase Order Number: Not Provided**

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

## **I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES**

### **Receiving Agency**

**Name:** Williamson County  
**Agency Code:** 1246.01  
**Contact Person:** Nancy Rister  
**Contact Phone:** (512) 943-1549  
**Contact Email:** nrister@wilco.org

### **Performing Agency**

**Name:** Texas State Library and Archives Commission  
**Agency Code:** 306  
**TINS No:** 33063063060013  
**Contact Person:** Michael Shea  
**Phone:** (512) 475-5151

## **II. STATEMENT OF SERVICES TO BE PERFORMED**

The Performing Agency shall perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

## **III. FEE SCHEDULE CALCULATION**

All fees charged under this Contract are formulated on a cost recovery model reviewed by the Texas State Auditor's Office and the Texas Legislative Budget Board.

Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in Appendix 1, effective September 1, 2017.

**IV. CONTRACT AMOUNT**

The maximum amount of this Contract is \$52000.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, \$0.00 of this amount is designated for storage services and \$52000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

**V. INVOICING FOR SERVICES**

The Performing Agency shall submit invoices to the Receiving Agency on a monthly basis, and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at [ar@tsl.texas.gov](mailto:ar@tsl.texas.gov) if the billing email address changes or some other method of submission is necessary for the invoices.

**The Receiving Agency's email address for receiving invoices is: [nrister@wilco.org](mailto:nrister@wilco.org).**

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission  
State and Local Records Management  
Attention: Accounting  
Box 12516  
Austin, TX 78711-2516  
Email: [ar@tsl.texas.gov](mailto:ar@tsl.texas.gov)

**VI. PAYMENT FOR SERVICES**

Payment for services performed under this Contract shall be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency shall remit payment to the following address:

Texas State Library and Archives Commission  
Accounts Receivable  
Box 12516  
Austin, TX 78711-2516

**VII. CANCELLATION OF CONTRACT**

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number, and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the fee schedules in Appendix 1.

**VIII. TERM OF CONTRACT**

This Contract begins September 1, 2017 and terminates on August 31, 2018.

The undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Contract shall not become effective until signed by both parties below.

RECEIVING AGENCY

Williamson County

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

Dan Gattis

County Judge

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

PERFORMING AGENCY

Texas State Library and Archives Commission

By: Donna Osborne

Donna Osborne

Chief Operations and Fiscal Officer

Date: 8/4/17

GENERAL INSTRUCTIONS

An original and one copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign both Contracts and return one copy to:

Texas State Library and Archives Commission

State and Local Records Management

Attention: Accounting

Box 12516

Austin, TX 78711-2516

**Commissioners Court - Regular Session****34.****Meeting Date:** 08/22/2017

Consider engagement of the law firm of McGinnis, Lochridge and Kilgore, L.L.P. to represent Williamson County in relation to IRS Worker Reclassification

**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 regarding the engagement of the law firm of McGinnis, Lochridge and Kilgore, L.L.P. to represent Williamson County in relation to IRS Worker Reclassification Tax Court Representation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

This item is for purposes of engaging Robert E. Reetz, Jr. and the law firm of McGinnis Lochridge to represent Williamson County in its appeal and challenge of the IRS' reclassification of certain worker positions from independent contractor status to employee status. The County has previously appealed the IRS' reclassification of visiting judges, visiting court reporters and the jai doctor from independent contractor status to employee status and has appealed the proposed adjustments to employer taxes assessed to Williamson County.

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**Fiscal Impact**

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

Engagement Letter - McGinnis Lochridge

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Prejean Henry

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 04:36 PM

Started On: 08/17/2017 11:40 AM

Robert E. Reetz, Jr.  
rreetz@mcginnislaw.com  
(512) 495-6062 o  
(512) 505-6362 f

August 14, 2017

County Judge Dan A. Gattis  
Williamson County  
405 M.L.K. Street, Box 7  
Georgetown, Texas 78626

*Via Email: hprejean@wilco.org*

Attn: Henry W. Prejean, Civil Chief / Of Counsel  
Williamson County Attorney's Office

Re: Engagement Letter - Worker Reclassification Tax Court Representation

Dear Judge Gattis:

McGinnis, Lochridge and Kilgore, L.L.P. (the "**Firm**") is pleased Williamson County (the "**County**") has retained us to provide legal services in connection with Worker Reclassification dispute with the Internal Revenue Service (the "**Representation**"). This letter confirms the material terms of our agreement concerning the Firm's engagement by the County.

The Firm will advise the County, and specifically the Commissioners Court, Henry Prejean, and Hal Hawes as representatives of the County in connection with, and the scope of its engagement and duties to the County will relate only to, the Representation. The County may limit or expand the Firm's representation from time to time, provided that any substantial expansion must be agreed to by the Firm. All communication from us to the County is for the sole use and reliance of the County and should not be provided to, or used or relied on by, any third party, unless the communication from us is in writing and expressly states or indicates our intention to the contrary.

The Firm understands that Henry Prejean will be its primary contact and that the Firm should direct its communications and, if applicable, billings directly to Mr. Prejean. I will be the attorney generally responsible for the County's representation, including staffing and, if applicable, billing. I will be assisted by partners and associates as may be needed.

In Texas, an attorney employed or retained by a governmental entity owes his allegiance to the entity and not to a member, manager, officer, employee or other person. To avoid any misunderstanding in connection with the Firm's engagement by the County, the Firm wants to confirm that, unless the County requests and the Firm agrees otherwise, its representation will be limited to the Representation and our representation will be of, and we will owe duties to, the County only, and we have not been asked to represent and will owe no duties to any of the County's founders, partners, Board members, shareholders or subsidiaries. Any such other relationship or representation, if undertaken by the Firm with any other entity or person, whether affiliated with the County or not, must be entered into separately and explicitly. If any uncertainty about the



Firm's role and its limits is evidenced by a representative of the County at any time, the Firm would appreciate the County clarifying this to that person.

This Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for the County.

Subject to the limitations imposed by the Code of Professional Responsibility, we reserve the right to withdraw from this representation if we believe the attorney-client relationship is unsatisfactory or if we do not receive a signed copy of this letter from you. The County may terminate the relationship at any time.

Generally, the Firm's fees are determined by the time devoted by each lawyer or legal assistant involved and the hourly billing rates assigned to each such person. Currently, my hourly rate is \$455.00. The hourly rate of my partner, Doug Dodds is \$455.00 also. Our hourly rates range from \$595.00 for our most experienced partners to \$210.00 for our most junior associate and from \$155.00 to \$195.00 for legal assistants. These hourly rates are normally adjusted annually around the beginning of each calendar year. The Firm will charge for legal services on an hourly basis in accordance with its ordinary and customary hourly rates, as in effect on the date the services are rendered, and the Firm will also seek reimbursement for its actual and necessary expenses incurred in connection with its representation of the County in this matter. The Firm will maintain records of its time and expenses incurred, which the Firm will make available to the County on a monthly basis. The Firm intends to submit a bill for legal services and reimbursement of expenses on a monthly basis and expects payment within thirty (30) days. However, the Firm will monitor its time spent on legal services and expenses very carefully, and advise the County periodically upon its request of the amount incurred to the date of its request.

In addition to its hourly fees, the Firm expects its clients to defray certain costs and expenses incurred during its representation of them. Normally, disbursements and charges will be subject to reimbursement from the County in the regular billing cycle. In some circumstances, however, such as particularly large items, the Firm may ask the County to pay these directly and in advance.

We try to manage our business efficiently in order to deliver legal services in a cost-effective manner. In order to accomplish this, from time to time we outsource some firm operating functions to third-parties who are not firm employees, and we use outside vendors who are independent contractors to conduct some of our firm operations. These functions include copying and duplicating, couriers and deliveries, records storage, computer hardware and software operations and systems, information technology, office operations, legal assistant and clerical operations, accounting, accounts receivable collection and management, and other similar or related firm operating functions. The individuals who perform these services for our firm may have access to our client confidential information. Although these individuals are not employees of the firm, each is bound by a duty of confidentiality and has the same obligations to preserve confidentiality as our own employees. If you object to or have concerns about our use of such service providers, please let us know immediately so that we can make other arrangements.

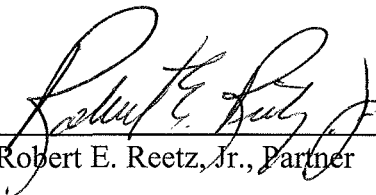
It is a policy of this Firm to require a retainer from new clients and from existing clients under certain circumstances. However, we have waived the retainer requirement in this instance. You agree to pay all statements of fees and expenses upon receipt, according to the terms of this letter.

The Firm looks forward to representing the County in connection with the Representation, and the possibility that the Firm could be of service to the County on other matters in the future. If this letter accurately states our agreement, please sign the letter below and return copy to me. In the future, if you engage the Firm to handle matters other than the Representation, we may send you letters describing the additional scope of that representation. Those letters do not need to be signed by you as the terms of that representation will continue to be governed by this letter.

Thank you for the opportunity to be of service to you.

Sincerely,

MCGINNIS LOCHRIDGE & KILGORE, L.L.P.

By:   
Robert E. Reetz, Jr., Partner

RER/vma

**ACCEPTED AND AGREED TO THIS  
THE \_\_\_\_ DAY OF AUGUST, 2017**

**WILLIAMSON COUNTY**

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

**Commissioners Court - Regular Session****35.****Meeting Date:** 08/22/2017

OSSF Transfer Leave Balances

**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 OSSF Program employee's current vacation, sick, holiday, floating holiday, compensatory time leave balances and longevity.

**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: Tara Raymore

Final Approval Date: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:01 AM

Started On: 08/14/2017 10:37 AM

**Commissioners Court - Regular Session****36.****Meeting Date:** 08/22/2017

Supplemental 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 Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services by and between RHad Enterprises, Inc., D/B/A Mode Design Company, formerly also D/B/A Moman Architecture for the performance of additional architectural and engineering services in relation to Southwest Williamson County Regional Park.

**Background**

Additional Services of \$4,500.00 associated with a "Sewerage Collection System (SCS)" permit from TCEQ that became necessary with the addition of an optional second restroom into the project plan.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Supplemental AgreementFee justification letter

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 08/17/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

08/17/2017 10:50 AM

08/17/2017 04:36 PM

Started On: 08/16/2017 05:36 PM

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

## **Williamson County Southwest Regional Park Project ("Project")**

This Supplemental Agreement No. 1 to Agreement for Architectural and Engineering Services ("Supplemental Agreement No. 1") is by and between **RHad Enterprises, Inc., D/B/A Mode Design Company**, formerly also **D/B/A Moman Architecture** (the "A/E") and **Williamson County, Texas**, a political subdivision of the State of Texas, (the "County").

### **RECITALS**

**WHEREAS**, the County and the A/E previously executed an Agreement for Architectural and Engineering Services (the "Agreement"), dated effective as of February 2, 2016, wherein A/E agreed to perform certain professional architectural and engineering services in connection with the construction of additional restroom facilities, pavilion, covered parking and storage buildings at the Williamson County Southwest Regional Park (the "Project");

**WHEREAS**, during the course of A/E performing services, County determined that a second optional restroom could be added to the design and plans by A/E and such addition would be of great value to the County;

**WHEREAS**, the additional restroom will require two or more building wastewater lines to come together, and, when two or more building wastewater lines to come together, a "Sewerage Collection System (SCS)" permit must be obtained from TCEQ (the "Permit");

**WHEREAS**, the services associated with the design changes and obtaining the Permit (collectively the "Additional Services") were not included in the A/E's Basic Services and Basic Fee, and the purpose of this Supplemental Agreement No. 1 is to add such Additional Services and compensation;

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

### **AGREEMENT**

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

#### **I. Additional Services**

A/E hereby agrees to provide all Additional Services associated with the design changes and obtaining the Permit for a second optional restroom to be added to the design and plans by A/E.

## **II. Additional Services Compensation**

A/E will perform the Additional Services for the not-to-exceed amount of \$4,500.00.

## **III. Schedule**

A/E will commence performance of the Additional Services immediately upon receipt of County's notice to proceed and shall perform the Additional Services in accordance with like services for the schedules set out in the Agreement.

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

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

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

**A/E:**

**RHad Enterprises, Inc., D/B/A Mode Design  
Company, formerly also D/B/A Moman  
Architecture**

By: Ryan H

Printed Name: RYAN HANISAWAT

Title: PRESIDENT

Date: AUGUST 16, 2017

**COUNTY:**

**Williamson County, Texas**

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

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

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

Date: \_\_\_\_\_, 20\_\_\_\_



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WAELTZ & PRETE, INC.  
CIVIL ENGINEERS

August 08, 2017

Mr. Ryan Hansanuwat  
Mode Design Group  
1102 S. Austin Ave, Suite 103  
Round Rock, TX 78626

**RE: Waeltz & Prete Invoicing –  
Project: Williamson County Regional Park  
SW Regional Park Restroom Facility**

Dear Mr. Hansanuwat:

Please accept this letter as our justification for additional fees.

Our original proposal provided for a wastewater service for one restroom building at the Cedar-Rock Rail Station. Through the design process, I noticed that the county could take advantage of providing wastewater service to an existing pavilion with little additional effort. The county staff agreed with my assessment.

The additional fee is for a permit that the TCEQ requires when two or more building wastewater lines come together. The permit is called a "Sewerage Collection System (SCS)". Since the original scope only contemplated one building, this was an unforeseen permit.

Sincerely,

Antonio A. Prete, P.E.  
President  
Waeltz & Prete, Inc.

Cc: Mr. Randy Bell

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



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

June 6, 2017

Mr. Randy Bell  
Williamson County Parks and Recreation Department  
219 Perry Mayfield  
Leander, Texas 78641

Re: Edwards Aquifer, Williamson County

NAME OF PROJECT: Williamson County Regional Park Phase II (Restroom Facility), located at 3005 County Road 175, Leander, Texas

TYPE OF PLAN: Request for Approval of an Exception Request Application (EXP) and **Organized Sewage Collection System Application (SCS)**; 30 Texas Administrative Code (TAC) Chapter 213 Edwards Aquifer

Edwards Aquifer Protection Program ID Nos. 11000609 & 11000610; Regulated Entity No. RN104584131

Dear Mr. Bell:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the EXP and SCS plans and specifications for the referenced project submitted to the Austin Regional Office by Waeltz & Prete, Inc. on behalf of Williamson County on April 10, 2017. Final review was completed after additional material was received on May 31, 2017. As presented to the TCEQ, the Temporary and Permanent Best Management Practices (BMPs) were selected and construction plans were prepared by a Texas Licensed Professional Engineer to be in general compliance with the requirements of 30 TAC Chapter 213 and Chapter 217. Therefore, based on the Texas Licensed Professional Engineer's concurrence of compliance, the planning materials for construction of the proposed sewage collection system and pollution abatement measures are hereby approved subject to applicable state rules and the conditions in this letter. The applicant or a person affected may file with the chief clerk a motion for reconsideration of the executive director's final action on this Edwards Aquifer protection plan. A motion for reconsideration must be filed no later than 23 days after the date of this approval letter. *This approval expires (2) two years from the date of this letter unless, prior to the expiration date, more than 10 percent of construction has commenced, or an extension of time has been requested.*



### BACKGROUND

The Williamson County Regional Park Phase II Water Pollution Abatement Plan (WPAP) was approved by letter dated June 24, 2005; EAPP ID No. 11-05041201. The project included construction of an administrative office, parking, drives, caretaker's residence, maintenance facility, utilities and appurtenances. According to the approval letter, permanent water quality treatment was provided by an existing retention/irrigation water quality pond. The total site impervious cover increased from 30.4 acres to 32.2 acres (4.05%).

The second WPAP was approved by letter dated March 5, 2010; EAPP ID No. 11-10010601. The project included construction of a building and water play area, pavilions, restroom facility, drives and parking. Permanent water quality treatment was provided by engineered vegetative filter strips. The total site impervious cover increased to 33.704 acres (4.23%).

### EXCEPTION REQUEST PROJECT DESCRIPTION

The proposed project is located on 2.68 acres within the 795.29 acre Williamson County Regional Park site. The project will include construction of two (2) pre-fabricated restroom facilities, maintenance facility, pavilion, sidewalks, utilities and appurtenances. The total impervious cover will be 33.747 acres (4.24%).

Temporary erosion and sedimentation controls will be installed prior to commencing site disturbance and inspected, maintained and repaired during construction in accordance with the approved plan. Orange construction fencing and signage will be constructed around Feature NF-1 buffer as shown on the approved plan sheets until completion of construction.

### PERMANENT POLLUTION ABATEMENT MEASURES

To prevent the pollution of stormwater runoff originating on-site or upgradient of the site and potentially flowing across and off the site after construction, engineered vegetative filter strips, designed using the TCEQ technical guidance document, Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices (2005), will be utilized and constructed to treat stormwater runoff.

The required annual TSS load removal is 37 pounds generated by the 0.043 acres of impervious cover. Engineered vegetative filter strips are designed to remove 37 pounds of TSS from the proposed improvements. The approved measures meet the required 80 percent removal of the increased load in TSS caused by the project.

### SCS PROJECT DESCRIPTION

Project wastewater will be disposed of by conveyance to the existing BRA/LCRA Brushy Creek Wastewater Treatment Plant. The project is located within the City of Round Rock and will conform to all specifications, applicable codes, ordinances, and requirements of the city. The system will include 620 linear feet of 6-inch ASTM D-3034 SDR-26 PVC pipe.

### GEOLOGY

According to the Geologic Assessment report included in the application, the surficial unit at the site is the undifferentiated Kainer Formation of Edwards Group. Multiple sensitive geologic features are located on the site within protective buffer. One sensitive feature, Feature "NF-1", is located in the vicinity of the proposed project. Feature NF-1 is a fracture-controlled dissolution sinkhole and is located within a protective buffer that is to remain free of construction and disturbance. A site assessment investigation was conducted by a representative of the TCEQ Austin Region Office on May 16, 2017. The site was observed to be generally as described in the report.

**SPECIAL CONDITIONS**

- I. Feature NF-1 and its respective protective buffer, as illustrated on the approved plan sheets, shall remain free from construction and soil disturbing activities. The buffer shall be maintained in a natural undisturbed state.

**STANDARD CONDITIONS**

1. Pursuant to Chapter 7 Subchapter C of the Texas Water Code, any violations of the requirements in 30 TAC Chapter 213 may result in administrative penalties.
2. The holder of the approved Edwards Aquifer protection plan must comply with all provisions of 30 TAC Chapter 213 and all best management practices and measures contained in the approved plan. Additional and separate approvals, permits, registrations and/or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, UIC) can be required depending on the specifics of the plan.
3. In addition to the rules of the Commission, the applicant may also be required to comply with state and local ordinances and regulations providing for the protection of water quality.

**Prior to Commencement of Construction:**

4. Within 60 days of receiving written approval of an Edwards Aquifer Protection Plan, the applicant must submit to the Austin Regional Office, proof of recordation of notice in the county deed records, with the volume and page number(s) of the county deed records of the county in which the property is located. A description of the property boundaries shall be included in the deed recordation in the county deed records. A suggested form (Deed Recordation Affidavit, TCEQ-0625) that you may use to deed record the approved EXP is enclosed.
5. All contractors conducting regulated activities at the referenced project location shall be provided a copy of this notice of approval. At least one complete copy of the approved EXP, SCS and this notice of approval shall be maintained at the project location until all regulated activities are completed.
6. Modification to the activities described in the referenced EXP and SCS applications following the date of approval may require the submittal of a plan to modify this approval, including the payment of appropriate fees and all information necessary for its review and approval prior to initiating construction of the modifications.
7. The applicant must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the Austin Regional Office no later than 48 hours prior to commencement of the regulated activity. Written notification must include the date on which the regulated activity will commence, the name of the approved plan and program ID number for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person. The executive director will use the notification to determine if the approved plan is eligible for an extension.
8. Temporary erosion and sedimentation (E&S) controls, i.e., silt fences, rock berms, stabilized construction entrances, or other controls described in the approved EXP, must be installed prior to construction and inspected, maintained and repaired during construction. Temporary E&S controls may be removed when vegetation is established and the construction area is stabilized. If a water quality pond is proposed, it shall be used as a sedimentation basin during construction. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.

9. All borings with depths greater than or equal to 20 feet must be plugged with non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring. All borings less than 20 feet must be backfilled with cuttings from the boring. All borings must be backfilled or plugged within four (4) days of completion of the drilling operation. Voids may be filled with gravel.

During Construction:

10. During the course of regulated activities related to this project, the applicant or agent shall comply with all applicable provisions of 30 TAC Chapter 213 and Chapter 217, Edwards Aquifer. The applicant shall remain responsible for the provisions and conditions of this approval until such responsibility is legally transferred to another person or entity.
11. This approval does not authorize the installation of temporary aboveground storage tanks on this project. If the contractor desires to install a temporary aboveground storage tank for use during construction, an application to modify this approval must be submitted and approved prior to installation. The application must include information related to tank location and spill containment. Refer to Standard Condition No. 6, above.
12. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, all regulated activities near the feature must be suspended immediately. The applicant or his agent must immediately notify the Austin Regional Office of the discovery of the feature. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potentially adverse impacts to water quality. The plan must be sealed, signed, and dated by a Texas Licensed Professional Engineer.
13. One water well is known to exist on the site. All water well including injection, dewatering, and monitoring wells must be in compliance with the requirements of the Texas Department of Licensing and Regulation under Title 16 TAC Chapter 76 (relating to Water Well Drillers and Pump Installers) and all other locally applicable rules, as appropriate.
14. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50 percent. Litter, construction debris, and construction chemicals shall be prevented from becoming stormwater discharge pollutants.
15. Discharges of sediment laden water are not allowed. If dewatering becomes necessary, the discharge will be filtered through appropriately selected best management practices.
16. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.
17. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.
18. No part of the system shall be used as a holding tank for a pump-and-haul operation.

After Completion of Construction:

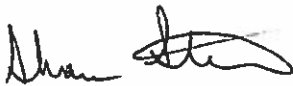
19. A Texas Licensed Professional Engineer must certify in writing that the permanent BMPs or measures were constructed as designed. The certification letter must be submitted to the Austin Regional Office within 30 days of site completion.
20. The applicant shall be responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property (such as without limitation, an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the entity. The regulated entity shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred. A copy of the transfer of responsibility must be filed with the executive director through Austin Regional Office within 30 days of the transfer. A copy of the transfer form (TCEQ-10263) is enclosed.
21. Upon legal transfer of this property, the new owner(s) is required to comply with all terms of the approved Edwards Aquifer protection plan. If the new owner intends to commence any new regulated activity on the site, a new Edwards Aquifer protection plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.
22. Certification by a Texas Licensed Professional Engineer of the testing of sewage collection systems required by 30 TAC Chapter 213 and Chapter 217 shall be submitted to the Austin Regional Office within 30 days of test completion and prior to the new sewage collection system being put into service. The certification should include the project name as it appeared on the approved application, the program ID number, and two copies of a site plan sheet(s) indicating the wastewater lines that were tested and are being certified as complying with the appropriate regulations.
23. Every five years after the initial certification, the sewage collection system shall be retested. Any lines that fail the test must be repaired and retested. Certification that the system continues to meet the requirements of 30 TAC Chapter 213 and Chapter 217 shall be submitted to the Austin Regional Office. The certification should include the project name as it appeared on the approved application, the program ID number and two copies of a site plan sheet(s) indicating the wastewater lines that were tested and are being certified as complying with the appropriate regulations. Should any test result fail to meet passing test criteria, and then subsequently pass testing, the result(s) and an explanation of what repair, adjustment, or other means were taken to facilitate a subsequent passing result shall be provided.
24. If ownership of this organized sewage collection system is legally transferred (e.g., developer to city or Municipal Utility District), the new owner(s) is required to comply with all terms of the approved Edwards Aquifer protection plan. If the new owner intends to commence any new regulated activity on the site, a new Edwards Aquifer protection plan that specifically addresses the new activity must be submitted to the executive director. Approval of the plan for the new regulated activity by the executive director is required prior to commencement of the new regulated activity.
25. At project locations where construction is initiated and abandoned, or not completed, the site shall be returned to a condition such that the aquifer is protected from potential contamination.

Mr. Randy Bell  
Page 6  
June 6, 2017

26. An Edwards Aquifer protection plan approval or extension will expire and no extension will be granted if more than 50 percent of the total construction has not been completed within ten years from the initial approval of a plan. A new Edwards Aquifer protection plan must be submitted to the Austin Regional Office with the appropriate fees for review and approval by the executive director prior to commencing any additional regulated activities.

This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality. If you have any questions or require additional information, please contact Mr. Zach Lanfear of the Edwards Aquifer Protection Program of the Austin Regional Office at 512-339-2929.

Sincerely,

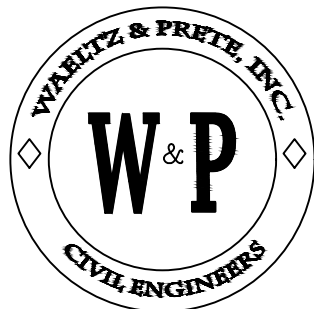
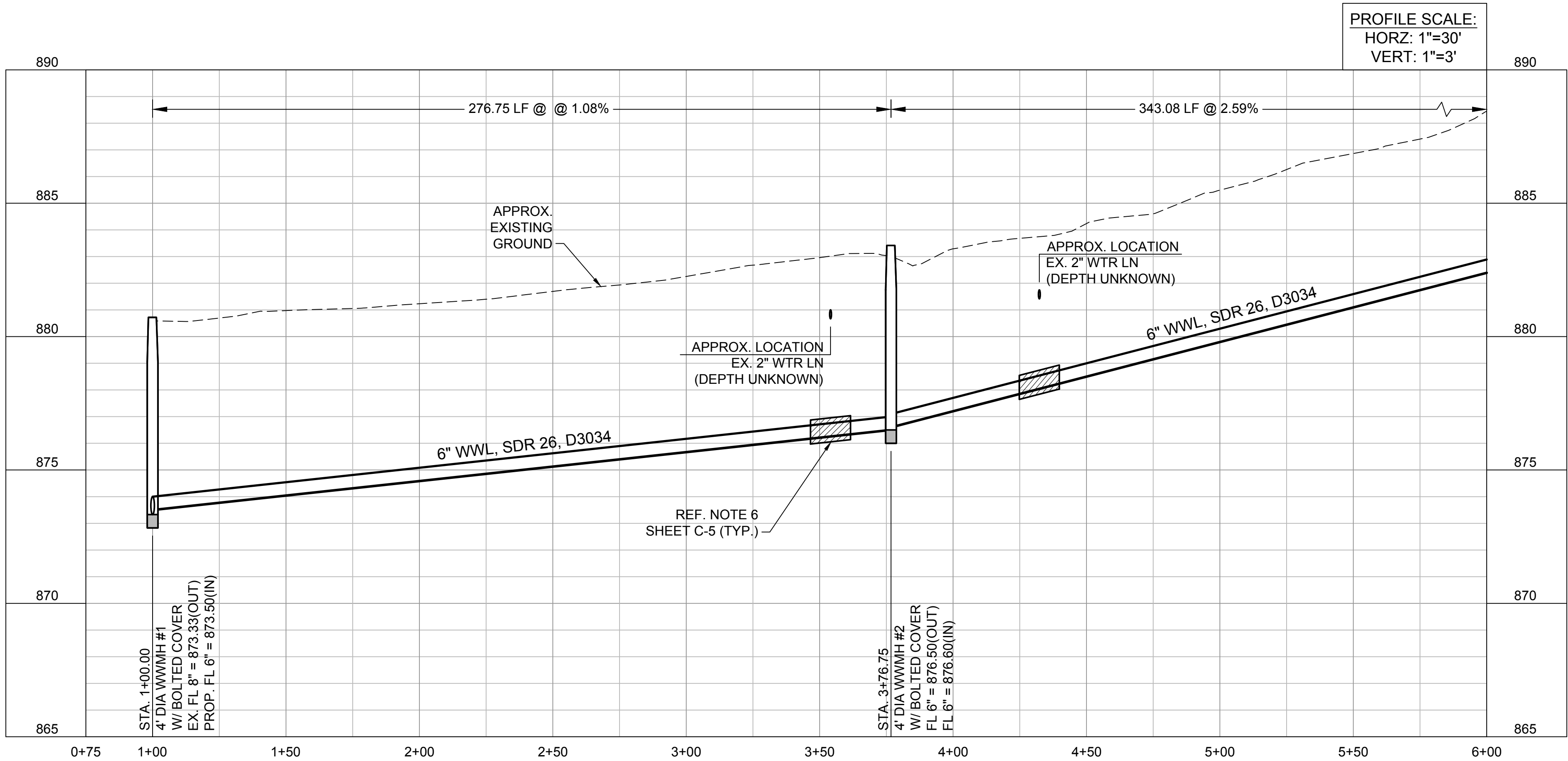
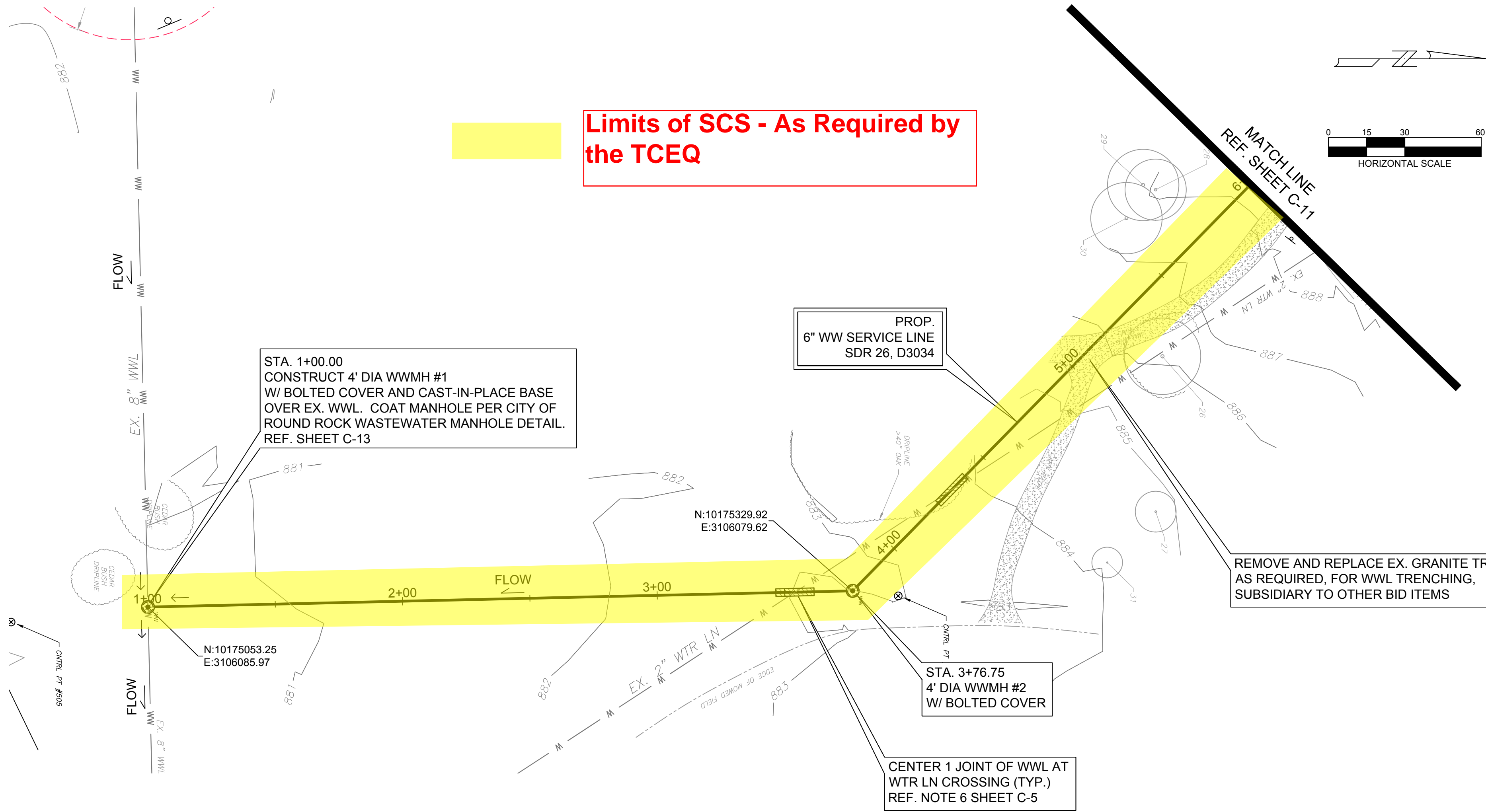


Shawn Stewart, Water Section Manager  
Austin Region Office  
Texas Commission on Environmental Quality

CSS/zcl

Enclosure: Deed Recordation Affidavit, Form TCEQ-0625  
Change in Responsibility for Maintenance of Permanent BMPs, Form TCEQ-10263

cc: Mr. Terron Evertson P.E., County Engineer, Williamson County  
The Honorable Dan A. Gattis, County Judge, Williamson County  
Ms. Alysha Girard, P.E., Storm Water Manager, City of Round Rock  
Mr. Antonio A. Prete, P.E., Waeltz & Prete, Inc., 3000 Joe DiMaggio Boulevard, No. 72, Round Rock, Texas 78665  
Mr. John H. Teel, M.S., R.S., Executive Director, Williamson County & Cities Health District



WAELTZ & PRETE, INC.

CIVIL ENGINEERS

3000 JOE DIMAGGIO BLVD. #72

ROUND ROCK, TX. 78665

PH (512) 505-8953

FIRM TX. REG. #F-10308



PROJECT:

WILLIAMSON COUNTY  
REGIONAL PARK  
RESTROOM  
FACILITIES

3005 CO. RD. 175

CLIENT:

WILLIAMSON COUNTY

DESIGNED: AAP

DRAWN: DAS

APPROVED: AAP

DATE: 7/18/2017

RECORD

REVISIONS

DATE

No.

SHEET TITLE:

WASTEWATER  
PLAN AND  
PROFILE (1 OF 2)

WP PROJECT NO.:

082-002

SHEET NO.:

C-10





3005 CO. RD. 175

CLIENT:

WILLIAMSON COUNTY

DESIGNED: AAP      APPROVED: AAP  
DRAWN: DAS      DATE: 7/18/2017

[illegible]

SHEET TITLE:

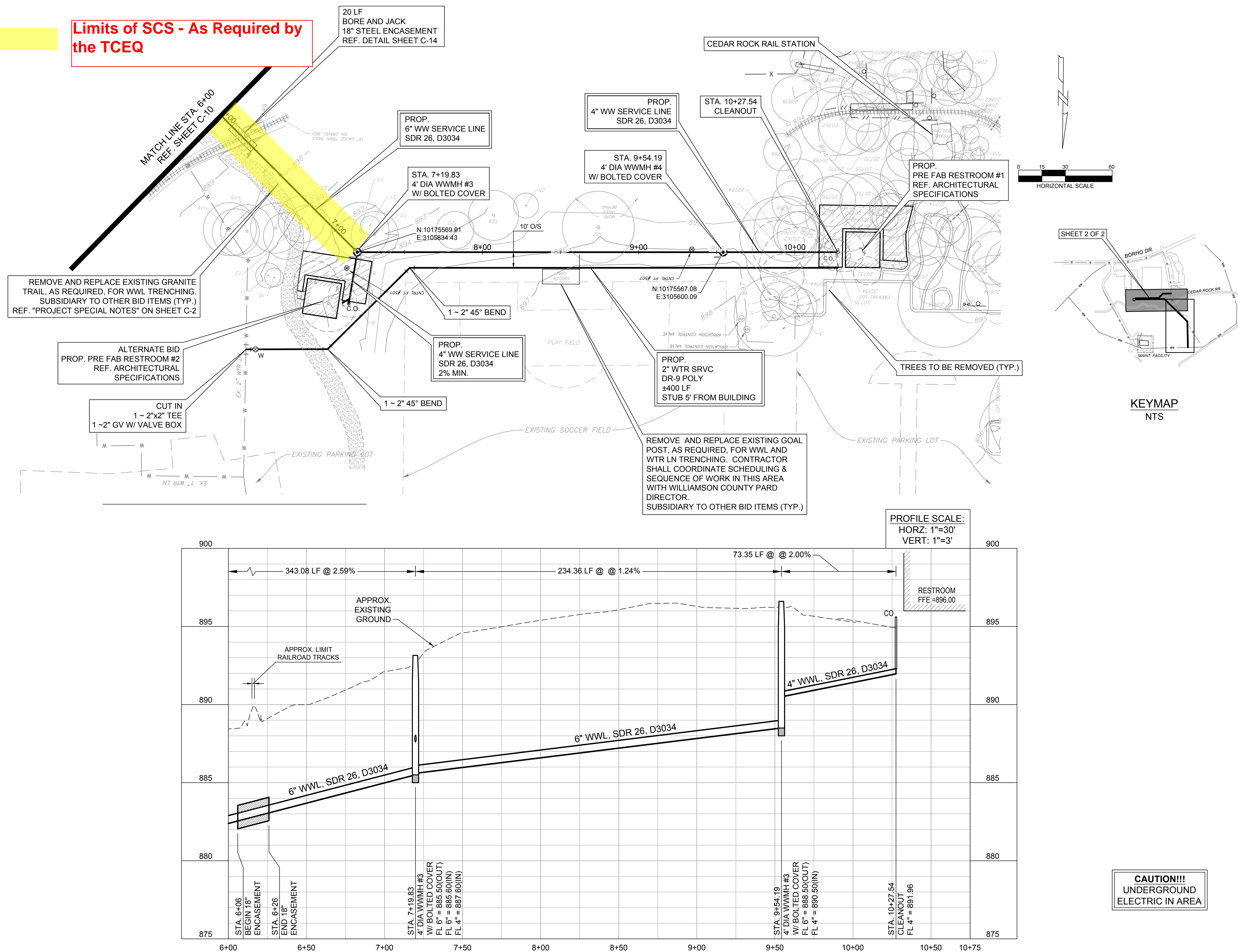
WASTEWATER  
PLAN AND  
PROFILE (2 OF 2)

WP PROJECT NO.:

082-002

SHEET NO.:

C-11



**CAUTION!!!**  
UNDERGROUND  
ELECTRIC IN AREA

**Commissioners Court - Regular Session****37.****Meeting Date:** 08/22/2017

Delegation of authority to PA to set auction dates

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to set auction dates for Williamson County.

**Background**

This is to allow for more flexibility in the auction date schedule. In the past the auction dates were set by the Commissioners Court before the beginning of the new fiscal year. This created issues when for example there were no items to auction on a pre-scheduled date or the warehouse was overly full and needed to quickly schedule an auction in between the pre-scheduled auction dates. Texas law does not require the Commissioners Court to set the auction schedule. This delegation does not pertain to any auctions for abandoned property such as evidence or items from law enforcement investigations or legal cases which will be handled through a separate process administered by the Sheriff's Office.

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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**

Purchasing (Originator)  
County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 08/17/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

08/17/2017 08:34 AM

08/17/2017 11:01 AM

Started On: 08/11/2017 11:14 AM



**Commissioners Court - Regular Session****38.****Meeting Date:** 08/22/2017

Infax System Support Agreement

**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 annual System Support Agreement for system and maintenance support of the Electronic Docket System for the term of 10/01/2017 through 09/30/18, with Infax, Inc., for the annual amount of \$8,300.00.

**Background**

When the original Electronic Docket Display System was purchased in 2015, a one year Premium System Support was included at a cost of \$8,300.00. This initial system support expired 12-31-16. Upon its expiration, Otis Coufal requested that the new agreement be pro-rated to coincide with the Court's fiscal year. The pro-rated term was for 1-1-17 to 9-30-17 at a cost of \$6,225; which is calculated as follows:  $\$8,300/12 = \$691.67$  per month for 9 months. The annual fee for the renewal period of 10-1-17 through 9-3-18 is the same as it was initially, \$8,300.00. The price has not increased since the system support began.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**System Support Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 08/17/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

08/15/2017 03:27 PM  
08/17/2017 11:02 AM  
Started On: 08/15/2017 02:44 PM



4250 River Green Parkway · Suite D  
Duluth, Georgia 30096

## SYSTEM SUPPORT AGREEMENT-PREMIUM

### Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM**, consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

- 1. SCOPE:** INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. If INFAX is unable to resolve problem within a reasonable time period, a site visit by INFAX representatives will be arranged.
- 2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING:** INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement.
- 3. CUSTOMER RESPONSIBILITIES:** To receive support, CUSTOMER is responsible for complying with the following:
  - a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
  - b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
  - c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
  - d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.
- 4. FEE:** The annual fee for this SSA Agreement is \$8,300. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.



4250 River Green Parkway · Suite D  
Duluth, Georgia 30096

**5. LENGTH OF AGREEMENT:** This agreement is for the period 10-1-17 – 9-30-18; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

**6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:**

Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

**7. INVOICING:** The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

**8. CONTINGENCIES:** INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

**9. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

**10. 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, The County will only be liable for its pro rata share of services rendered and goods actually received.



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**11. 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.

**12. MEDIATION:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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

**14. GENERAL:**

A. **TAXES:** CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement. Williamson County is tax exempt.

B. **EQUIPMENT OPERATORS:** CUSTOMER shall provide trained equipment operators.

C. **AVAILABILITY OF SERVICE:** The services covered by this agreement are available only at locations within the United States and its possessions.

D. **NOTICES:** All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.

E. **ASSIGNMENT:** Customer cannot assign this agreement without the express written consent of INFAX.

F. **HEADINGS:** The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.

G. **GOVERNING LAW:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

H. **EFFECTIVE DATE:** This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

**15. DISCLAIMER:** Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR



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**FITNESS FOR A PARTICULAR PURPOSE.** INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

**16. CHANGE OF LOCATION:** In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

**17. ENTIRE AGREEMENT:** This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Daniel L. McWilliams

Name: \_\_\_\_\_

Title: CFO

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

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

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



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Duluth, Georgia 30096

## SYSTEM SUPPORT AGREEMENT

### Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Otis Coufal Phone 512-943-1464

Customer Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Period Covered by this Agreement: 10-1-17 - 9-30-18



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## SYSTEM SUPPORT AGREEMENT

### Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

- 1. Page Layout Updates/Customization:** INFAX will provide revisions as needed.
- 2. Server Maintenance:** INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.



**Commissioners Court - Regular Session****39.****Meeting Date:** 08/22/2017

BA Court Reporter Service Fund

**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 Court Reporter Service Fund:

**Background**

FY 2015 and FY 2016 total expenditures were \$38,123.22 and \$76,568.20, respectively for the Visiting Court Reporter Line Item. \$36,300.00 was budgeted in 2017, which was understated based on historical data. While it is difficult to project the expenditures, it is estimated that an additional \$7,400.00 should provide sufficient funding through the end of the fiscal year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0355.0355.004135	Visiting Court Reporters	\$7,400.00

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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: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/16/2017 02:48 PM

**Commissioners Court - Regular Session****40.****Meeting Date:** 08/22/2017

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: 08/17/2017

**Reviewed By**

Wendy Coco

**Date**

08/17/2017 11:02 AM

Started On: 08/17/2017 11:01 AM

## Commissioners Court - Regular Session

41.

**Meeting Date:** 08/22/2017

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.
- aa) Discuss Cedar Hollow low water crossing and Lost River.

##### 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.  
Charlie Crossfield (Originator)  
Form Started By: Charlie Crossfield  
Final Approval Date: 08/17/2017

#### Reviewed By

Wendy Coco  
Charlie Crossfield

#### Date

08/17/2017 11:02 AM  
08/17/2017 11:25 AM  
Started On: 08/17/2017 10:59 AM