NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 29TH, 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 – 23)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003011	Computer Software	$3,185.00
To	0100.0560.003005	Office Furniture	$3,185.00

6. Discuss, consider, and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter).

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003200	Medical Supplies	3000.00
From	0545-0545-004976	Animal Disposal	400.00
From	0545-0545-004541	Vehicle Maintenance	500.00
From	0545-0545-004414	Vehicle Ins.	51.45
To	0545-0545-004968	Care of Animals	3951.45

From	0545-0545-004419	Property Ins	892.65
From	0545-0545-004999	Misc	799.69
From	0545-0545-004350	Printed Material	418.14
To	0545-0545-004975	Animal Medical Care	2110.48

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Contracts	1608.00
To	0100.0581.004705	Pre-Employment Screening	1608.00
From	0100.0581.004500	Maintenance Contracts	360.00
To	0100.0581.004211	Telephone Service	360.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004620	Equipment Rental	$20,000
From	0100.0510.004962	Janitorial Services	$4,000
From	0100.0510.003005	Furniture	$8,000
To	0100.0510.005300	Improvements	$32,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003005	Furniture	$6,500
From	0100.0510.004310	Advertising & Legal Notices	$2,500
From	0100.0510.003541	Contract Mowing	$3,611
From	0100.0510.003100	Small Equipment/tools	$1,752
To	0100.0510.005003	Equipment >5000.00	$14,363

10. Discuss, consider and take appropriate action on a line item transfer for County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
from	0100-0425-004131	court appt	3000
to	0100-0425-004141	Interp,	3000

11. Discuss, consider, and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0541-004414	Vehicle Insurance	$2,500
To:	0100-0541-004541	Vehicle Maintenance	$2,500

12. Discuss, consider, and take appropriate action on line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003316	Medical/Hospital	4000.00
From	0100.0576.004102	Residential Services	4000.00
To	0100.0576.004510	Facility Maintenance	8000.00

13. Discuss, consider and take appropriate action on a line item transfer for 425th Judicial District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0435.004132	Criminal Cases -Court	30,000
TO	0100.0435.004133	JUVENILE CASES-COURT	30,000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	$550,000.00
To	0200-0210-000777	Transfer to Capital Projects	$550,000.00

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

16. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (15) Monitor's, (9) Printer's, (1) Box of Misc. computer equipment, (33) Chairs, (1) Keyboard, (1) Mouse, (1) KVM Switch, (1) RS232 Data Sharen, (4) Rack Shelves, (1) Code 3 siren/ light control, (2) Strobe Power supply, (2) Motorola speakers, (1) Box of Misc. wire and lights, (1) Box of cables, (1) 3 shelf unit, (1) 4 drawer lateral file, (1) Laptop dock, (1) 3 pc mobile radio console (see attached lists) pursuant to Tx. Local Gov't code 263.152.

17. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Dell Latitude E6520, (1) 2003 W-W Cargo trailer (see attached list) pursuant to Tx. Local Gov't code 263.152.

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

19. Discuss, consider and take action on approving the Investment Reports for the Quarter ending March 31, 2017 which was approved by the Investment Committee on April 24, 2017 and for the Quarter ending June 30, 2017 which was approved by the Investment Committee on July 24, 2017.

20. Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates for the Pct. 3 Constable Office from Marilie Walker.

21. Consider and take appropriate action on accepting a donation of body armor ballistic plates and plate carriers for the Constable Precinct 2 office from Marilie Walker.

22. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for a parcel of the project area for roadway safety improvements for a 1.7 mile segment between Maple Street and Southwestern Boulevard.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 for On Call Geotechnical Engineering and Material Testing under contract for Engineering Services between Rodriguez Engineering Laboratories LLC and Williamson County Road and Bridge dated January 10, 2017.

REGULAR AGENDA

24. Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

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

26. Discuss, consider and take appropriate action on a Supplemental No. 3 to the Professional Services Agreement (PSA) for CR 110 Middle Section (Limmer Loop to CR 107) between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2013 Road Bond Program.

27. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of -$122,394.06 for Bill Pickett Trail, a Road Bond Project in Commissioner Pct. 4.

28. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $132,771.00 for Arterial H, a Road Bond Project in Commissioner Pct. 3.

29. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $875,000 from 2013 Road Bond Non-Departmental (P290) to Forest North Drainage Improvements (P225) of $600,000 and CR 366 Widening (P296) of $275,000.

30. Discuss, consider and take appropriate action on the Department of Infrastructure's presentation and recommendation regaridn the Cedar Hollow Relief Route, low water bridge flooding, and all other matters relating thereto.

31. Discuss, consider and take appropriate action on a Real Estate Contract with Fuessel Holdings, LLC for right of way needed on CR 101 (Parcel 6).

32. Discuss, consider and take appropriate action on a Real Estate Contract with SCR Property Owners Association, Inc. for right of way needed on CR 278 @ Bagdad Rd. (Parcel 2)

33. Discuss, consider and take appropriate action on a Partial Release of Judgment on 3.66 AC for Harlan & Vicki Leschber in exchange for right of way needed to widen CR 234.

34. Discuss 2017-2018 Budget.

35. 10:00am Hold Public Hearing on the 2017-2018 County Budget.

36. Discuss, consider and take appropriate action regarding the 2017-2018 County Budget.

37. Discuss, consider and take appropriate action on the 2017-2018 General Fund Budget.

38. Discuss, consider and take appropriate action on the Road and Bridge Fund County Budget.

39. Discuss, consider and take appropriate action on the 2017-2018 Debt Service Fund County Budget.

40. Discuss, consider and take appropriate action regarding the adoption of the 2017 tax rates for Williamson County.

41. Discuss, consider, and take appropriate action on the FY17/18 Budget Order.

42. Discuss, consider and take appropriate action regarding Trail and Access Use Agreement with Highlands at Mayfield Ranch Master Community, Inc. and Williamson County.

43. Consider approving the FY18 CSCD (Adult Probation) Co-Op Agreement for Felony Bond Pre-Trail Services.

44. Consider approving the FY18 CSCD (Adult Probation) CSR Memorandum of Understanding.

45. Consider approving a FY-18 DWI/Drug Specialty Court Memorandum of Understanding for individual counseling services, that is operated through CSCD (Adult Probation).

46. Discuss, consider and take appropriate action on a Waterline Easement between Williamson County, Texas, as Grantor, and Lone Star Regional Water Authority, as Grantee, relating to a strip of land near the intersection of State Highway 29 East and State Highway 95, which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, being situated in the County of Williamson, State of Texas.

47. Discuss, consider and take appropriate action on a Agreement to terminate the Interlocal Agreement for ambulance housing at Station #1, in ESD #1. EMS will continue to provide service in ESD #1.

48. Discuss, consider, and take any appropriate action regarding the approval of the early voting by personal appearance full time poling locations and voting hours for the Special Elections to be held November 7, 2017.

49. Discuss, consider and take any appropriate action regarding the approval of the Election Day Vote Centers for the Special Elections to be held November 7, 2017.

50. Discuss, consider and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve a one year term beginning September 1, 2017 and ending August 31, 2017.

51. Discuss, consider and take appropriate action on the Williamson County Cities Health District OSSF Department employees' current vacation, sick, holiday, floating holiday, compensatory time leave balances and longevity; as well as take action, if necessary, to retract and replace any prior action taken under item #35 of the Williamson County Commissioners Court's August 22, 2017 Regular Session.

52. Discuss, consider, and take appropriate action on approving agreement between Mtech Comfort Systems, USA and Williamson County for Installation Component of HVAC Units for the Justice Center, in the amount of $231,400.00 pursuant to TIPS contract # 1032615, and authorizing the execution of the agreement.

53. Discuss, consider and take appropriate action on a Promotional Examination Services and Materials Agreement for the Williamson County Sheriff's Office between Williamson County and LeaderSelect, LLC.

54. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive proposals for RFP 1708-185 Pharmaceutical Service and Supplies.

55. Discuss, consider, and take appropriate action on awarding IFB# 1706-170, for CR 403 Bridge Riprap Replacement to the lowest and best bidder, Patin Construction, and authorizing the execution of service agreement.

56. Discuss, consider, and take appropriate action on awarding IFB# 1706-168, for Inner Loop Improvements to the lowest and best bidder, Chasco Constructors, and authorizing the execution of service agreement.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	11,617.90

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0541.004541	Vehicle Repairs & Maint.	11,617.90

59. 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 General Fund in the Health District Department:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0630-004909	Uncompensated Care Program	$2,700,000.00

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)."

60. 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
g) Project New World

61. 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 278 @ Bagdad Rd.
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.
w) Discuss Cedar Hollow low water crossings and Lost River.
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 acquistiion of Real Estate for Tower Site.
aa) Discuss CR 234/CR 146 Leschber- tax lien

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.

62. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
i) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
j) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
m) Berry Springs Park and Preserve pipeline
n) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division
Commissary and the Williamson County Sheriff, In the United States District Court for the Western District of Texas – Austin Division
o) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
p) Requirements relating to grant of easement to Lone Star Regional Water Authority on Hwy 95
q) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Pokluda et al, In The Unites States District Court For The Western District of Texas – Austin Division.
r) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.

63. 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).

64. 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)

65. Discuss and take appropriate action concerning economic development.

66. Discuss and take appropriate action concerning real estate.

67. 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 Unites States District Court For The Western District of Texas – Austin Division.
r) Civil Action No. 1:17-cv-153-SS, Royce Belcher v. Williamson County, Texas, In The United States District Court for the Western District of Texas, Austin Division.

68. 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.

69. Comments from Commissioners.

_____
Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 08/29/2017

Line Item Transfer for County Sheriff

Submitted For: Robert Chody **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

The requested line item transfer is needed in order to purchase replacement furniture and furniture for additional personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003011	Computer Software	$3,185.00
To	0100.0560.003005	Office Furniture	$3,185.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2017 11:49 AM
Budget Office	Ashlie Koenig	08/21/2017 12:01 PM
Form Started By: Peggy Braun		Started On: 08/16/2017 11:31 AM
Final Approval Date: 08/21/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/29/2017

Line Item transfers

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on line item transfers for Animal Services (Williamson County Regional Animal Shelter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003200	Medical Supplies	3000.00
From	0545-0545-004976	Animal Disposal	400.00
From	0545-0545-004541	Vehicle Maintenance	500.00
From	0545-0545-004414	Vehicle Ins.	51.45
To	0545-0545-004968	Care of Animals	3951.45
From	0545-0545-004419	Property Ins	892.65
From	0545-0545-004999	Misc	799.69
From	0545-0545-004350	Printed Material	418.14
To	0545-0545-004975	Animal Medical Care	2110.48

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2017 11:49 AM
Budget Office	Ashlie Koenig	08/21/2017 12:01 PM
Form Started By: Cheryl Schneider		Started On: 08/18/2017 11:00 AM
Final Approval Date: 08/21/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/29/2017

Line Item Transfer

Submitted For: Scott Parker **Submitted By:** Melissa Pogue, Emergency Communications

Department: Emergency Communications

Agenda Category: Consent

Information

Agenda Item

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

Background

Line Item transfer to pre-employment screening due to increased number of candidates.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.004500	Maintenance Contracts	1608.00
To	0100.0581.004705	Pre-Employment Screening	1608.00
From	0100.0581.004500	Maintenance Contracts	360.00
To	0100.0581.004211	Telephone Service	360.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Budget Office	Ashlie Koenig	08/24/2017 09:45 AM
Form Started By: Melissa Pogue		Started On: 08/23/2017 05:53 PM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/29/2017

Line Item Transfer for Parks Department

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer necessary to acquire large blade fans at the Williamson County Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.004620	Equipment Rental	$20,000
From	0100.0510.004962	Janitorial Services	$4,000
From	0100.0510.003005	Furniture	$8,000
To	0100.0510.005300	Improvements	$32,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 10:02 AM
Budget Office	Ashlie Koenig	08/24/2017 10:12 AM
Form Started By: Randy Bell		Started On: 08/24/2017 09:28 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/29/2017

Line Item Transfer for Parks Department

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer necessary to acquire a shredder for the Williamson County Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0510.003005	Furniture	$6,500
From	0100.0510.004310	Advertising & Legal Notices	$2,500
From	0100.0510.003541	Contract Mowing	$3,611
From	0100.0510.003100	Small Equipment/tools	$1,752
To	0100.0510.005003	Equipment >5000.00	$14,363

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:09 AM
Budget Office	Ashlie Koenig	08/24/2017 11:36 AM
Form Started By: Randy Bell		Started On: 08/24/2017 09:46 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/29/2017

line item transfer

Submitted By: Sharrion Threadgill, County Court At Law #4

Department: County Court At Law #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Courts at Law.

Background

We had more cases than expected requiring an interpretor.

Fiscal Impact

From/To	Acct No.	Description	Amount
from	0100-0425-004131	court appt	3000
to	0100-0425-004141	Interp,	3000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:09 AM
Budget Office	Ashlie Koenig	08/24/2017 11:37 AM

Form Started By: Sharrion Threadgill Started On: 08/24/2017 10:45 AM

Final Approval Date: 08/24/2017

Commissioners Court - Regular Session **11.**

Meeting Date: 08/29/2017

Line Item Transfer for Emergency Management

Submitted For: Jarred Thomas **Submitted By:** Kelly Luna, EMS

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

The Emergency Management bus was involved in a collision and had to be taken to the manufacturer for repairs. The Auditor's Office has a placed a budget amendment for the TAC insurance payment; this line item transfer is to cover the deficit balance remaining for the repair invoice. Copy of TAC payment and invoice are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0541-004414	Vehicle Insurance	$2,500
To:	0100-0541-004541	Vehicle Maintenance	$2,500

Attachments

CV3 Repairs

TAC Payment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:54 AM
Budget Office	Ashlie Koenig	08/24/2017 11:56 AM
Form Started By: Kelly Luna		Started On: 08/24/2017 11:20 AM
Final Approval Date: 08/24/2017		

INVOICE

Number: 105939
Date: 7/19/2017

Farber Specialty Vehicles
7052 Americana Parkway
Reynoldsburg, Ohio 43068

To: Williamson County **Unit:** 15464

Quantity	Description	Unit Price	Total Price
8	R&I Mast	$130.00	$1,040.00
2	R&I Ladder	$130.00	$260.00
12	R&I Rear Cap	$130.00	$1,560.00
50	Fiberglass Repair	$130.00	$6,500.00
1	Fiberglass Materials	$250.00	$250.00
20	Refinish	$130.00	$2,600.00
1	Paint Materials	$600.00	$600.00
1	Roadside Rear Compartment Door	$847.90	$847.90
2	Labor	$130.00	$260.00
1	Graphics	$200.00	$200.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Total	$14,117.90

Please make payabel to: Farber Specialty Vehicles
Thank you

Jason Mills

26489

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

CHECK DATE	CHECK NO.
7/24/2017	26489

VENDOR ID	VENDOR NAME	ACCOUNT NUMBER
746000978-46	Williamson County	

DATE	INVOICE NO.	DESCRIPTION	AMOUNT
7/24/2017	APD20172181-1	For repairs on a 2008 Farber Bus; vin: 4199	$14,117.90
7/24/2017	APD20172181-1	Deductible	$-2,500.00

01.0100.0000.364100

27 JUL 17 3:24PM

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

26489

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS
1210 SAN ANTONIO STREET
AUSTIN, TX 78701
(512) 478-8753

FROST BANK
30-9/1140

DATE	AMOUNT
7/24/2017	$ 11,617.90

PAY ELEVEN THOUSAND SIX HUNDRED SEVENTEEN AND 90 / 100 DOLLARS

VOID AFTER 180 DAYS

TO THE ORDER OF:
Williamson County

301 S/E Inner Loop; Ste 108
Human Resources Department
Georgetown, TX 78626

Chris Munson

PAPER CONTAINS TONER ADHESION PROPERTIES
TRUE WATERMARK HOLD UP TO LIGHT
HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT
Details on back
Security Features Included.

⑈026489⑈ ⑆114000093⑆ 591736914⑈

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL-CLAIMS

26489

Williamson County

301 S/E Inner Loop; Ste 108
Human Resources Department
Georgetown, TX 78626

WILLIAMSON COUNTY TREASURER

FUNDS REVENUE REPORT

Date: August 7, 2017 — TREASURER RECEIPT #:

Department: HR — Division:

Person Submitting *(Please Print)*: Heather Kirkwood — Telephone Number: 512-943-1533

Receipt Number:

CREDIT CARDS *TOTAL DOLLAR AMOUNT* $

CHECKS/MONEY ORDERS TOTAL DOLLAR AMOUNT $ 11,617.90

NUMBER of Checks/Money Orders 1

CURRENCY-Dollar Amount

100's	$
50's	$
20's	$ 0.00
10's	$
5's	$
2's	$
1's	$

CURRENCY TOTAL DOLLAR AMOUNT $ 0.00

COIN-Dollar Amount

coin dollars	$
half dollars	$
quarters	$
dimes	$
nickels	$
pennies	$

COIN TOTAL DOLLAR AMOUNT $ 0.00

SUBTOTAL CHECKS/MONEY ORDERS/CURRENCY/COIN $ **11,617.90**

GRAND TOTAL OF DEPOSIT $ **11,617.90**

\\lloop\Groups\HR\HR Accounting\Cash Receipts\FY2017 Cash Receipts- HR\11 August 2017\HR Funds Revenue Report

Revenue Report

Date: 8/7/2017 **Treasurer Rec. #**

Dept: HR **Receipt #** NA to # NA

Submitted By Heather Kirkwood

Post to Line #:	Amount :	Description:
01.0100.0000.364100	$11,617.90	Insurance funds for repairs to Emergency Man. Command Vehicle VIN 4199

Total: $11,617.90

H6250270

NOTE: "FROM" Information MUST be filled in.

From:

WILLIAMSON COUNTY 1848

HUMAN RESOURCES DEPARTMENT
~~Yolanda Reed~~
301 S/E Inner Loop, Suite 108
Georgetown, Texas 78626

To: Williamson County Treasurer

Account/Store #:

Date: 8-7-17

Authorized Signature:

SAID TO CONTAIN:

Cash Amount: $

Check Amount: $

Other Amount: $

TOTAL DEPOSIT: $

Prepared By: H. Kirkwood

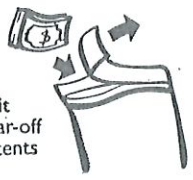
Verified By:

DEPOSIT BAG

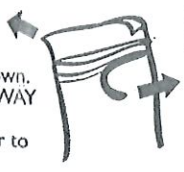
9x12

SEALING INSTRUCTIONS

1. Indicate bag number on transmittal/deposit sheet. Remove tear-off record. Load contents into bag.



2. Place bag on a flat surface front side down. Fold security tape AWAY from bag opening. Remove release liner to expose adhesive.



3. Press flap down and smooth closed. BAG IS NOW SEALED.



Made in U.S.A.

CUT ALONG BOTTOM TO REMOVE CONTENTS

ECO STAT® - DO NOT CUT - ECO STAT® - DO NOT CUT - ECO STAT® - DO NOT CUT - ECO STAT®

Commissioners Court - Regular Session **12.**

Meeting Date: 08/29/2017

Budget Line Item Transfer

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferred funds will be used to install new LED lighting in gym. Facilities reports that the installation of these new lights will create a long-term cost saving to the county.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003316	Medical/Hospital	4000.00
From	0100.0576.004102	Residential Services	4000.00
To	0100.0576.004510	Facility Maintenance	8000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:54 AM
Budget Office	Ashlie Koenig	08/24/2017 11:57 AM
Form Started By: John Pelczar		Started On: 08/24/2017 11:28 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/29/2017

425th Judicial District Court

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for 425th Judicial District Court.

Background

This request is to provide sufficient funds to cover the Court Appointed Attorney expenses for Juvenile Cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0435.004132	Criminal Cases -Court	30,000
TO	0100.0435.004133	JUVENILE CASES-COURT	30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:54 AM
Budget Office	Ashlie Koenig	08/24/2017 11:57 AM
Form Started By: Pam Navarrette		Started On: 08/24/2017 11:31 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **14.**

Meeting Date: 08/29/2017

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

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to continue projects associated with this line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003597	Roadway Rehab	$550,000.00
To	0200-0210-000777	Transfer to Capital Projects	$550,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 12:11 PM
Form Started By: Vicky Edwards		Started On: 08/24/2017 11:46 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **15.**

Meeting Date: 08/29/2017

Compensation Items

Submitted For: Tara Raymore **Submitted By:** Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tammy Fennell	08/24/2017 11:36 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:49 AM
Form Started By: Kristy Sutton		Started On: 08/24/2017 10:56 AM
Final Approval Date: 08/24/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
EMS	0875	Vacant	$34,995.90	$39,790.40	$4,794.50	13.70%	increase vacant position salary	Unallocated	9/1/2017
EMS	0800	Vacant	$54,163.20	$54,620.80	$457.60	0.84%	increase vacant position salary	Unallocated	9/1/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **16.**

Meeting Date: 08/29/2017

Asset Auction 8/29/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (15) Monitor's, (9) Printer's, (1) Box of Misc. computer equipment, (33) Chairs, (1) Keyboard, (1) Mouse, (1) KVM Switch, (1) RS232 Data Sharen, (4) Rack Shelves, (1) Code 3 siren/ light control, (2) Strobe Power supply, (2) Motorola speakers, (1) Box of Misc. wire and lights, (1) Box of cables, (1) 3 shelf unit, (1) 4 drawer lateral file, (1) Laptop dock, (1) 3 pc mobile radio console (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction 1

Asset Auction 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2017 10:55 AM
Form Started By: Jayme Jasso		Started On: 08/15/2017 09:29 AM
Final Approval Date: 08/23/2017		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL MONITOR	CN-OVHPX3-74445-26R-049L		Working
1	DELL MONITOR	CN-OTJKG1-74261-2AF-061U		Working
1	DELL MONITOR	MX02Y311-47605-42G-APZS		Working
1	DELL MONITOR	CN-OYVG53-72872-OAC-DGMU		Working
1	DELL MONITOR	CN-ODTOPH-74261-3A5-1KNU		Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Judy S. Hobbs
Print Name

Signature Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature Date

RECEIVED
AUG 10 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 19" Monitor	CN-0DT0PH-74261-3A5-1K8U		Working
1	Dell 19" Monitor	CN-0YVG53-72872-OAC-DH8U		Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature

Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Williamson County
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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell 19" Monitor	CN-OT6133-46633-59P-2G9S		Working
1	Dell 19" Monitor	CN-OX876H-72872-996-176S		Working
1	Dell 19" Monitor	CN-OC730C-71623-197-1753		Working
1	Epson Stylus C88+ Color Printer	JKDY410782		Non-Working
1	Epson Stylus C88+ Color Printer	JKDY401660		Non-Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature — Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Large Sony Monitor KDL-32L5000	477-0262		Non-Working
1	HP P4015n B/W Laser Printer	CNDY344625		Working
1	Dell 5360n B/W Laser Printer	Svc Tag: 15KTNB1		Working
1	HP 4700n Color Laser Printer - Tray broken	JP4LB244853		Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
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WILLIAMSON COUNTY, TEXAS

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
24	HON Stackable Lobby Chairs, Dk Burgundy Vinyl,Silver Mtl Frame	Some chair seats torn - some frames rusted		
1	Box Miscellaneous - computer keyboards, mouse, calculators, etc.			
1	Dell 19" Monitor	CN-OYG53-72872-OAC-DGNU		
1	Dell 19" Monitor	MX-0D2TM2-74262-18V-17DU		
1	Dell 19" Monitor	CN-OFP816-74261-84H-1WVS		

Parties involved:

FROM (Transferor Department): JP4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature — Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

RECEIVED
AUG 10 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell monitor, 19"			~~Non-Working~~
1	Dell keyboard			
1	Dell mouse			

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

August 8, 2017
Date

Contact Person:

Lisa V. moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

RECEIVED
AUG - 9 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Contact Person:

Print Name

Phone Number

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Forward to County Auditor's Office

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Williamson County
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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

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

Parties involved:

FROM (Transferor Department): District Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Lisa David
Print Name

Lisa David
Signature

August 7, 2017
Date

Contact Person:

Teresa Maskunas
Print Name

+1 (512) 943-1212
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Color Laserjet 4700n	s/n: JPTLB65058	100478	Non-Working

Parties involved:

FROM (Transferor Department): County Attorney

Transferor - Elected Official/Department Head/ Authorized Staff:

Dee Hobbs
Print Name

Doyle Dee Hobbs Jr.
Signature

8-8-17
Date

Contact Person:

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
AUG - 9 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL Color Printer Model 3130cn	Service Tag 60KBQM1		Working

Parties involved:

FROM (Transferor Department): Precinct 2 Constable's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

William H. Beechinor
Print Name

William H. Beechinor 8/3/17
Signature Date

Contact Person:

Lt. Kevin Thomas
Print Name

+1 (512) 260-4270
Phone Number

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

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

Print Name

Signature Date

Contact Person:

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	4 Port KVM Switch	32068100 1285		unk
1	RS232 Data Sharer Black Box	0712 4200 332		unk
4	19" Short Rack Shelves	—		New
1	CODE 3 Siren / light control	PP 00006416		Working
1	Whelan Strobe Power Supply	20373		Working

Parties involved:

FROM (Transferor Department): WCEC 0581

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wright
Print Name

Michael Wright
Signature

Date

Contact Person: Erica Dutland or Ken Mulgrew
Print Name

864.8244
Phone Number

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

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

Print Name

Signature

Date

Contact Person:
Print Name

Phone Number

RECEIVED
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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	comet Strobe Power Supply	PIJ51328		unk
2	Mororola Speakers	—		unk
1	Box Misc wire + Lights	—		unk
1	Box Misc cables	—		unk

Parties involved:

FROM (Transferor Department): WCEC 0581

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wyatt
Print Name

Michael Wyatt
Signature

Date

Contact Person:

Erin Outland or Ken Mahren
Print Name

864-8244
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
Print Name

AUG - 8 2017
Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	PLASTIC 3-SHELF UNIT			WORK
1	4-DRAWER lateral file			WORK
~~1~~	~~4-DRAWER LEGAL FILE~~			
1	Dell Laptop Dock	CN-0H0926-48643-7AB-2144		UNK
1	3 PC Mobile Radio console			WORK

Parties involved:

FROM (Transferor Department): WCEC → 0581

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wright

Print Name

Michael Wright

Signature Date

Contact Person:

Erica Butland or Ken Nalgren

Print Name

814 8244

Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
AUG - 8 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Hon desk chair, burgundy			Working

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

August 8, 2017
Date

Contact Person:

Lisa V. Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

RECEIVED
AUG - 8 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell B5460n B/W Laser Printer	Service Tag HQ50522		Working
1	Dell B5460n B/W Laser Printer	Service Tag 518MQ42		Working

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
AUG 17 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Commissioners Court - Regular Session **17.**

Meeting Date: 08/29/2017

Asset Transfer 8/29/2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Dell Latitude E6520, (1) 2003 W-W Cargo trailer (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer 1

Asset Transfer 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:07 AM
Form Started By: Jayme Jasso		Started On: 08/23/2017 09:37 AM
Final Approval Date: 08/24/2017		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Comments	Transferring Vehicle To
Department	214 - Commissioner Pct 4
County VIN/Serial Number	11WEC12273W271724
Equipment/Door Number	0928
License Plate	904260
Year	2003
Make	W-W Trailer
Model	Enclosed Cargo Trailer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Julia Cooper 8/14/2017 9:15 AM
Department Transfer	
Receiving Department Signature	✔ Randy Bell 8/9/2017 2:31 PM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 8/10/2017 11:56 AM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer to Parks
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/15/2017 10:54 AM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/16/2017 9:15 AM
To be completed by Auditor's Office **Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.**	
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Angela Schmidt 8/18/2017 9:18 AM
To be completed by Purchasing Department	
Fleet Comments	Transfer to Parks
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/23/2017 9:24 AM

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude E6520	44K1HV1		Working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

RECEIVED
AUG 14 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Linda Gunter
Print Name

X
Signature Date

Contact Person:

Linda Gunter
Print Name

512-943-3567
Phone Number

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **18.**

Meeting Date: 08/29/2017

July 2017 Treasurer's Report

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TR Report 07-2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Form Started By: David Heselmeyer		Started On: 08/22/2017 08:37 AM
Final Approval Date: 08/22/2017		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

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

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the _____day of _____, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMEYER, Treasurer of Williamson County, Texas, for **July 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $464,839,144.17.

_____
Dan A. Gattis, County Judge

_____
Terry Cook, Commissioner Pct. 1

_____
Cynthia Long, Commissioner Pct. 2

_____
Valerie Covey, Commissioner Pct. 3

_____
Larry Madsen, Commissioner Pct. 4

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

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

_____
By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

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

Date: 15-AUG-17 16:10:45
Page: 1

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	(3,899,891.13)	70,364,862.03	62,639,868.96	3,825,101.94
Investments - TexPool	61,023,752.55	5,285,468.24	13,092,827.04	53,216,393.75
Investments	312,502,732.25	12,198,469.39	28,000,057.18	296,701,144.46
Investments - Logic	107,113,795.44	16,238,544.04	15,697,117.95	107,655,221.53
Total General Operating	476,740,389.11	104,087,343.70	119,429,871.13	461,397,861.68
Payroll Fund				
Cash	1,550,266.91	12,121,596.26	12,108,361.17	1,563,502.00
Total Payroll Fund	1,550,266.91	12,121,596.26	12,108,361.17	1,563,502.00
SO Commissary Fund				
Cash	1,349,847.77	17,891.53		1,367,739.30
Investments - Texpool	509,620.72	420.47		510,041.19
Total SO Commissary Fund	1,859,468.49	18,312.00		1,877,780.49
Grand Total	480,150,124.51	116,227,251.96	131,538,232.30	464,839,144.17

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

Date: 15-AUG-17 16:10:45
Page: 1

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	(12,987,379.29)	30,995,411.32	19,121,700.59	(1,113,668.56)
101000	0200 ROAD & BRIDGE GENERAL FUND	(134,627.14)	10,996,746.96	12,001,335.71	(1,139,215.89)
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(8,625.68)			(8,625.68)
101000	0231 CAMPO PERSONNEL FUND	(514,675.93)		106,416.74	(621,092.67)
101000	0250 PASS THRU FUNDING PROGRAM	(684.02)			(684.02)
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	582,798.35			582,798.35
101000	0340 TOBACCO FUND	293,830.69		15,000.00	278,830.69
101000	0350 LAW LIBRARY FUND	36,546.37	35,947.52	42,534.31	29,959.58
101000	0353 JP #3 TEEN COURT PROGRAM	482.15	80.00	226.25	335.90
101000	0355 COURT REPORTER SERVICE FUND	112,484.31	17,283.56	11,803.18	117,964.69
101000	0360 COURTHOUSE SECURITY FUND	107,850.77	37,545.14	29,688.97	115,706.94
101000	0361 JP SECURITY FUND	135,630.84	2,621.78	1,310.89	136,941.73
101000	0364 PRETRIAL PREVENTION PROGRAMS	29,640.00	37,920.00	32,280.00	35,280.00
101000	0365 CHILD SAFETY FUND	117,799.95	109,158.17	54,748.48	172,209.64
101000	0366 CHILD ABUSE PREVENTION FUND	339.85	18.12	9.06	348.91
101000	0367 JP #3 TRUANCY PROGRAM FD	106,646.91	10,271.00	7,769.98	109,147.93
101000	0368 JP #2 TRUANCY PROGRAM FD	73,706.58	1,037.34	460.35	74,283.57
101000	0369 JP #4 TRUANCY PROGRAM FD	98,730.48	5,064.11	2,068.28	101,726.31
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	84,291.06	3,456.68	1,732.84	86,014.90
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	(44,176.86)	10,540.86	10,179.62	(43,815.62)
101000	0373 JP #1 TRUANCY PROGRAM FD	28,853.85	650.20	231.72	29,272.33
101000	0374 CTY & DIST CT TECHNOLOGY FUND	80,940.18	1,566.82	783.41	81,723.59
101000	0375 ELECTION SRVS CONTRACT FD	258,195.45	229,796.88	117,912.42	370,079.91
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	282,540.87		3,289.88	279,250.99
101000	0377 ELECTION CHAPTER 19 FUND	(1,890.00)	1,871.02	4,371.02	(4,390.00)
101000	0378 ELECTION HAVA - TITLE II	552,276.40		2,176.20	550,100.20
101000	0380 PROBATE COURT FUND	50,858.14	1,130.00	965.00	51,023.14
101000	0381 GUARDIANSHIP FUND	116,660.99	4,680.00	2,340.00	119,000.99
101000	0382 SPECIALITY COURTS FUND	131,031.32	11,661.36	697.83	141,994.85
101000	0384 RCDS ARCHIVE FUND - CO CLERK	345,368.31	105,850.00	74,256.61	376,961.70
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	642,257.72	220,348.22	150,349.19	712,256.75
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	200,468.20	4,756.44	2,648.35	202,576.29
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	294,370.64	9,034.24	5,964.83	297,440.05
101000	0388 COURT RCDS PRESERVATION FUND	527,557.34	12,872.50	6,451.25	533,978.59
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	153,526.58	16,494.40	12,760.37	157,260.61
101000	0399 STATE AGENCY FUND	777,748.36	513,797.10	1,033,010.06	258,535.40
101000	0406 CO ATTY HOT CHECK FUND	19,165.89	2,589.88	1,294.94	20,460.83
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	132,441.43	26,965.38	14,955.33	144,451.48
101000	0410 CO SHRF ASSET FORFEITURES	524,897.81	66,496.72	79,058.28	512,336.25
101000	0490 EMPLOYEE FUND	61,808.78	12.00	126.00	61,694.78
101000	0503 OUT OF ST/ICE INMATE BILL FD	1,479,255.65		1,479,255.65	
101000	0507 WC RADIO COMMUNICATION SYSTEM	283,664.22	242,323.99	88,002.73	437,985.48
101000	0508 WMSN CO CONSERVATION FUND	435,683.09	3,800.00	27,093.77	412,389.32
101000	0515 APPELLATE JUDICIAL SYS FD	3,246.39	5,991.28	6,249.53	2,988.14
101000	0545 REGIONAL ANIMAL SHELTER	247,338.23	218,721.42	154,534.35	311,525.30
101000	0546 REG ANIMAL SHELTER DONATION FUND	511,638.62	30,524.26	27,106.54	515,056.34

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

Date: 15-AUG-17 16:10:45
Page: 2

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0571 JJAEP TIER II FUNDING	353,223.13	25,284.00	15,865.98	362,641.15
101000	0600 DEBT SERVICE-COUNTY WIDE	37,510.15	520,660.90	433,634.83	124,536.22
101000	0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,726.23	100.00	55.00	6,771.23

101000 0777 CAPITAL PROJECTS FUND	472,198.09	22,681,864.30	24,217,221.43	(1,063,159.04)
101000 0831 831 CAMPO OPERATING	(311,911.46)	700.00	85,009.10	(396,220.56)
101000 0852 AVERY RANCH FUND	159.59	4,330.60	4,399.73	90.46
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		858.60	286.20	572.40
101000 0875 SO COMMISSARY FUND	1,349,847.77	17,891.53		1,367,739.30
101000 0880 PAYROLL FUND	1,550,266.91	12,121,596.26	12,108,361.17	1,563,502.00
101000 0882 FLEET MAINTENANCE	831,425.52	262,051.50	201,045.35	892,431.67
101000 0885 WSMN CO BENEFITS FUND	(414,732.45)	2,068,617.42	2,145,972.14	(492,087.17)
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS FD	(1,214,511.95)	805,358.04	801,228.69	(1,210,382.60)
Total Cash	(999,776.45)	82,504,349.82	74,748,230.13	6,756,343.24
151000 0100 GENERAL FUND	1,109.96	266.39		1,376.35
151000 0200 ROAD & BRIDGE GENERAL FUND	24,704.18	20.38		24,724.56
151000 0340 TOBACCO FUND	8,493.35	6.97		8,500.32
151000 0350 LAW LIBRARY FUND	303,618.78	250.49		303,869.27
151000 0355 COURT REPORTER SERVICE FUND	1,095,902.61	904.11		1,096,806.72
151000 0360 COURTHOUSE SECURITY FUND	128,740.02	106.19		128,846.21
151000 0365 CHILD SAFETY FUND	366,209.17	301.98	265.17	366,245.98
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	221,896.93	183.09		222,080.02
151000 0372 JUSTICE COURT TECHNOLOGY FUND	465,913.58	384.35		466,297.93
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,922,334.67	1,585.98		1,923,920.65
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,892,822.54	1,561.64		1,894,384.18
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	427,671.21	352.85		428,024.06
151000 0408 D/A ASSET FORFEITURES	123,891.50	102.23		123,993.73
151000 0410 CO SHRF ASSET FORFEITURES	357,478.19	294.96		357,773.15
151000 0508 WMSN CO CONSERVATION FUND	1,245,692.42	1,027.71		1,246,720.13
151000 0600 DEBT SERVICE-COUNTY WIDE	26,262.90	6.21	26,269.11	
151000 0875 SO COMMISSARY FUND	509,620.72	420.47		510,041.19
151100 0100 GENERAL FUND	11,616,606.06	8,598.68	7,155,862.56	4,469,342.18
151100 0200 ROAD & BRIDGE GENERAL FUND	11,616,933.84	5,042,434.47	5,060,708.34	11,598,659.97
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,171.60	25.82		25,197.42
151100 0311 WM-MASTER SITE DEVELOPMENT	687,548.01	705.49		688,253.50
151100 0312 WM-COMMUNITY REC FACILITY	496,698.92	509.68		497,208.60
151100 0340 TOBACCO FUND	1,246,585.27	1,279.16		1,247,864.43
151100 0600 DEBT SERVICE-COUNTY WIDE	17,816,485.29	213,187.29	849,721.86	17,179,950.72
151100 0852 AVERY RANCH FUND	1,511,682.82	3,785.65		1,515,468.47
151100 0885 WSMN CO BENEFITS FUND	3,218,921.26	3,303.05		3,222,224.31
151160 0777 CAPITAL PROJECTS FUND	222,556.02	228.33		222,784.35
151161 0777 CAPITAL PROJECTS FUND	411,235.96	421.96		411,657.92
151162 0777 CAPITAL PROJECTS FUND	3,540,585.49	3,633.13		3,544,218.62
Total TexPool/TexPool Prime	61,533,373.27	5,285,888.71	13,092,827.04	53,726,434.94

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

Date: 15-AUG-17 16:10:45
Page: 3

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
152000	0100 GENERAL FUND	122,826,196.50	39,258.95	5,000,000.00	117,865,455.45
152000	0200 ROAD & BRIDGE GENERAL FUND	15,928,521.44	5,040,231.30	5,000,000.00	15,968,752.74
152000	0250 PASS THRU FUNDING PROGRAM	31,076,469.01	8,524.78		31,084,993.79
152000	0310 WM-FUTURE ENVIRONMENTAL LIAB	1,491,075.00	1,808.34		1,492,883.34
152000	0340 TOBACCO FUND	2,000,644.30		57.18	2,000,587.12
152000	0508 WMSN CO CONSERVATION FUND	1,492,574.18	558.45		1,493,132.63
152180	0777 CAPITAL PROJECTS FUND	105,833,489.60	7,080,304.97	18,000,000.00	94,913,794.57
152181	0777 CAPITAL PROJECTS FUND	14,917,359.70	17,093.05		14,934,452.75
152182	0777 CAPITAL PROJECTS FUND	16,936,402.52	10,689.55		16,947,092.07
Total Investments		312,502,732.25	12,198,469.39	28,000,057.18	296,701,144.46
153500	0100 GENERAL FUND	18,672,232.15	5,137,296.13	12,072,500.00	11,737,028.28
153500	0250 PASS THRU FUNDING PROGRAM	10,087,554.37	10,629.99		10,098,184.36

153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	1,076,353.29	1,134.21	286.20	1,077,201.30
153780 0777 CAPITAL PROJECTS FUND	29,495,025.92	11,039,998.04	1,708,744.59	38,826,279.37
153781 0777 CAPITAL PROJECTS FUND	12,706,534.16	13,359.10	45,004.58	12,674,888.68
153782 0777 CAPITAL PROJECTS FUND	35,076,095.55	36,126.57	1,870,582.58	33,241,639.54
Total Logic	107,113,795.44	16,238,544.04	15,697,117.95	107,655,221.53
Grand Total	480,150,124.51	116,227,251.96	131,538,232.30	464,839,144.17

Commissioners Court - Regular Session **19.**

Meeting Date: 08/29/2017

Investment Reports 2nd and 3rd Qtr FY 2017

Submitted For: David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the Investment Reports for the Quarter ending March 31, 2017 which was approved by the Investment Committee on April 24, 2017 and for the Quarter ending June 30, 2017 which was approved by the Investment Committee on July 24, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Investment Report 2-17

Investment Report 3-17

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: David Heselmeyer		Started On: 08/24/2017 08:43 AM
Final Approval Date: 08/24/2017		

FirstSouthwest
AssetManagement
A Hilltop Holdings Company

Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

March 31, 2017

Prepared by
FirstSouthwest Asset Management

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

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Amortization and Accretion

Projected Fixed Income Cash Flows

MARKET RECAP - MARCH 2017:

As the month began, ebullient equity investors were busy sending the major stock averages to new record highs while bond yields were rising along with the quickly escalating chances that the Federal Reserve's FOMC would raise the target overnight fed funds rate at its March 15th meeting. Economic data did its part to support a rate hike. The ISM manufacturing index for February surged to 57.7, the highest level since August 2014, with very strong underlying components. The ISM non-manufacturing index rose to 57.6 in February, a 16-month high for the much larger service sector index. The ADP employment report blew the doors off with a +298k increase in private payrolls, the most since April 2014. Two days later the official Bureau of Labor Statistics employment report showed U.S. companies had added +235k jobs to payrolls in February, following a revised +238k increase in January, the best back-to-back gains since last summer. Factory payrolls were a positive surprise with the addition of +28k new manufacturing jobs, a three-year high. Unseasonably mild weather was one contributor, but near-record-high job openings and record low layoffs under-pin the strength. The unemployment rate inched down a tenth to 4.7% while average hourly earnings also moved higher, climbing to a +2.8% year-over-year pace in February. The retail sales report for February was weak with a meager gain of +0.1%. The consumer price index advanced +2.7% year-over-year through February, the fastest pace in almost five years, although the core rate was more contained at +2.2%. The Fed preferred inflation measure, core-PCE, was advancing at a lessor +1.8% pace but has been trending higher.

The strong economic reports pushed yields to their highs for the year with the two-year Treasury topping out at 1.38% and the 10-year at 2.63%. By the time of the FOMC meeting on March 15th, a rate hike was a forgone conclusion and the FOMC obliged, raising the fed funds rate to a range of 0.75% to 1.00%. It was the third quarter point hike since December 2015, following seven long years of zero interest rate policy. Despite the rate hike, the Fed's official statement was interpreted as somewhat dovish, which helped to send bond yields lower after the announcement. The reality is the Fed expects to gradually increase rates as long as the economy can stand it. It's worth mentioning at this point that the economy actually appears to be slowing down. The latest Atlanta Fed "GDPNow" measure is showing +1.0% annualized growth in the first quarter, down from +2.1% last quarter. Most believe the pace will pick up, but anytime GDP is advancing less than +1.0%, the Fed normally exercises caution.

Politics took center stage for the remainder of the month as the Trump administration's attempt to repeal and replace Obamacare failed. That raised doubts about the President's ability to push through other items on his agenda, including tax and regulatory reform, and infrastructure spending. Equity markets decided to take a breather and retreated slightly from their record highs while bond yields generally declined with the two-year and 10-year T-notes closing the month at 1.26% and 2.39% respectively.

For the Quarter Ended

March 31, 2017

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Scott Mosley
Treasurer

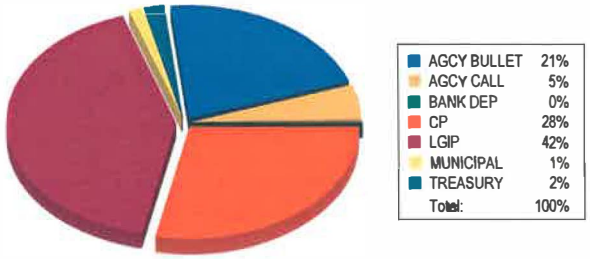
FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Executive Summary
As of 03/31/17

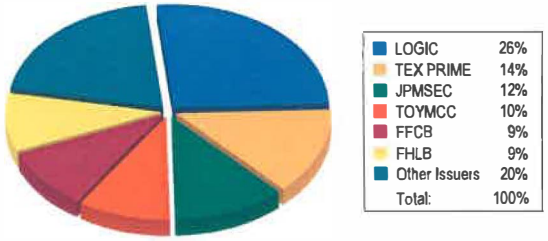
Account Summary

	Beginning Values as of 12/31/16	Ending Values as of 03/31/17
Par Value	534,946,280.91	530,101,595.88
Market Value	534,291,372.57	529,478,091.91
Book Value	534,500,865.41	529,685,968.33
Unrealized Gain /(Loss)	(209,492.84)	(207,876.42)
Market Value %	**99.96%**	**99.96%**
Weighted Avg. YTW	0.907%	1.022%
Weighted Avg. YTM	0.907%	1.022%

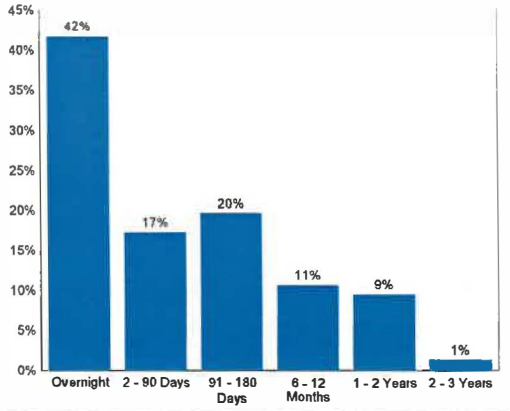
Allocation by Security Type



Allocation by Issuer

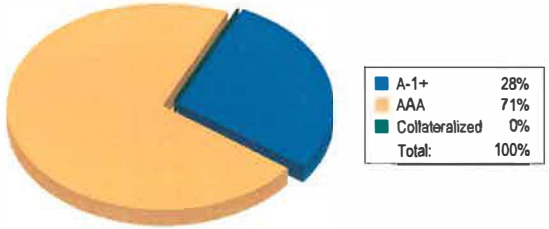


Maturity Distribution %



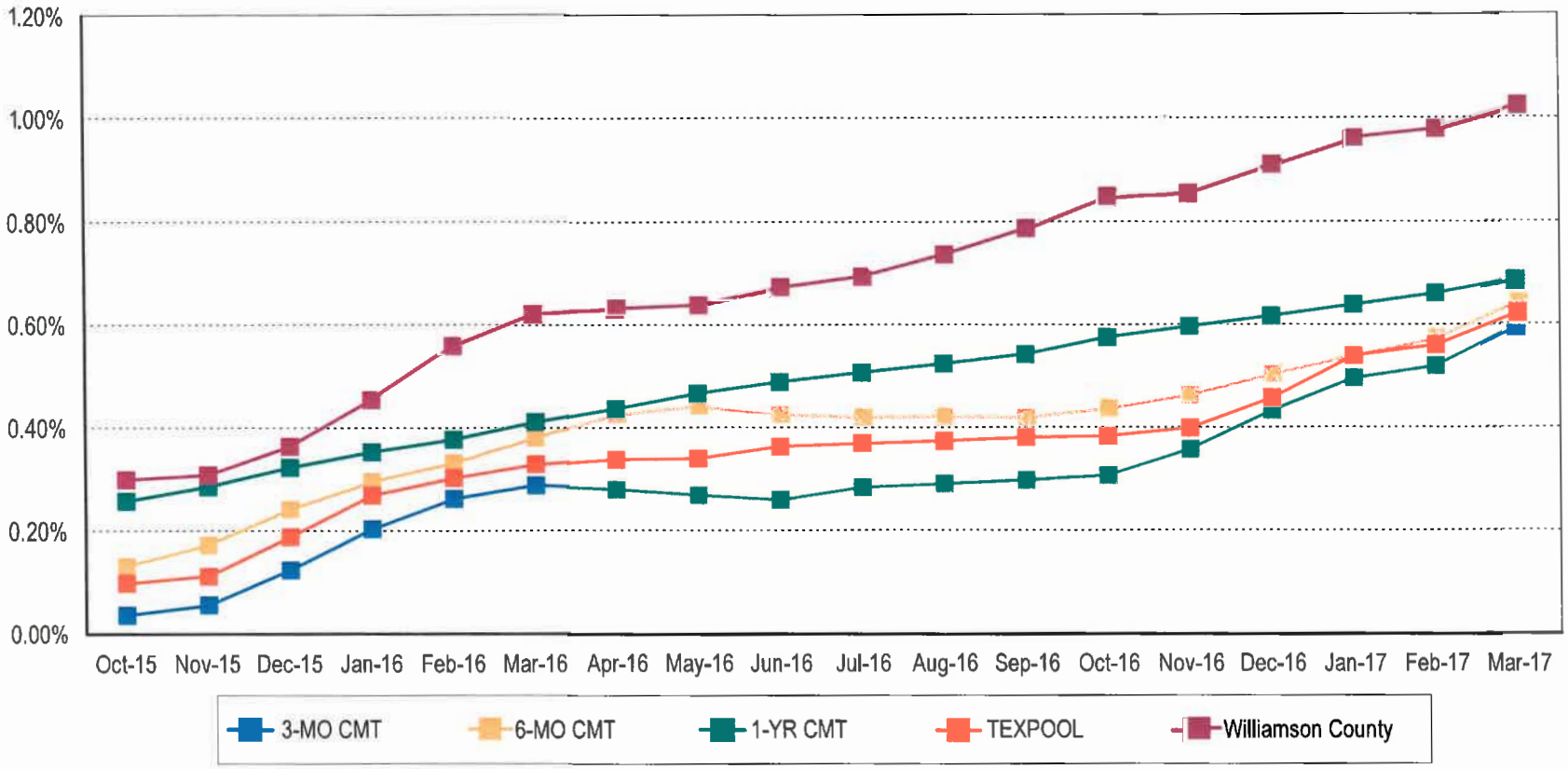
Weighted Average Days to Maturity: 119

Credit Quality



FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Williamson County
Benchmark Comparison
As of 03/31/2017



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					12,940,464.21	100.000	12,940,464.21	12,940,464.21	100.000	12,940,464.21	1		1.009	1.009
46640PT94	09/14/16	CP - DISC	J.P.Morgan Sec		06/09/17			10,000,000.00	99.159	9,915,877.78	9,978,341.70	99.813	9,981,280.00	70		1.140	1.140
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec		09/01/17			5,000,000.00	99.017	4,950,863.89	4,971,737.50	99.506	4,975,315.00	154		1.343	1.343
Total for 2013 Park Bond								**27,940,464.21**	**99.524**	**27,807,205.88**	**27,890,543.41**	**99.845**	**27,897,059.21**	**53**		**1.115**	**1.115**
2013 Road Bond																	
LOGIC		LGIP	LOGIC					22,683,561.69	100.000	22,683,561.69	22,683,561.69	100.000	22,683,561.69	1		1.009	1.009
89233GRB4	07/15/16	CP - DISC	Toyota Mtr Cr		04/11/17			8,000,000.00	99.213	7,937,000.00	7,997,666.64	99.975	7,997,992.00	11		1.058	1.058
3135G0JA2	02/22/16	AGCY BULET	FNMA	1.125	04/27/17			7,000,000.00	100.509	7,035,651.00	7,002,187.08	100.025	7,001,743.00	27		0.691	0.691
46640PS95	11/10/16	CP - DISC	J.P.Morgan Sec		05/09/17			4,500,000.00	99.480	4,476,600.00	4,495,059.99	99.902	4,495,590.00	39		1.045	1.045
3130A5EP0	03/03/16	AGCY BULET	FHLB	0.625	05/30/17			7,000,000.00	99.762	6,983,340.00	6,997,795.84	99.973	6,998,082.00	60		0.818	0.818
313379FW4	02/18/16	AGCY BULET	FHLB	1.000	06/09/17			2,560,000.00	100.332	2,568,499.20	2,561,231.56	100.030	2,560,768.00	70		0.744	0.744
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec		06/12/17			3,000,000.00	99.423	2,982,696.67	2,993,040.00	99.803	2,994,099.00	73		1.167	1.167
3133EEX62	02/18/16	AGCY BULET	FFCB	0.800	06/16/17			4,500,000.00	100.060	4,502,700.00	4,500,426.15	99.990	4,499,536.50	77		0.754	0.754
46640PTL7	09/26/16	CP - DISC	J.P.Morgan Sec		06/20/17			5,000,000.00	99.162	4,958,095.83	4,987,444.45	99.778	4,988,875.00	81		1.140	1.140
3133EFK30	03/10/16	AGCY BULET	FFCB	0.770	07/07/17			7,000,000.00	99.882	6,991,726.00	6,998,326.51	99.942	6,995,961.00	98		0.860	0.860
89233GU79	10/11/16	CP - DISC	Toyota Mtr Cr		07/07/17			9,000,000.00	99.051	8,914,592.50	8,969,202.54	99.711	8,973,981.00	98		1.282	1.282
3137EADJ5	03/10/16	AGCY BULET	FHLMC	1.000	07/28/17			2,000,000.00	100.173	2,003,450.00	2,000,814.58	100.036	2,000,716.00	119		0.874	0.874
48306AVF1	03/22/17	CP - DISC	Kaiser Foundation Hospital		08/15/17			4,000,000.00	99.517	3,980,695.56	3,982,017.76	99.574	3,982,952.00	137		1.196	1.196
89233GVX1	12/05/16	CP - DISC	Toyota Mtr Cr		08/31/17			4,000,000.00	99.073	3,962,937.78	3,979,057.76	99.499	3,979,940.00	153		1.252	1.252
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec		09/01/17			5,000,000.00	99.017	4,950,863.89	4,971,737.50	99.506	4,975,315.00	154		1.343	1.343
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ		09/01/17			7,000,000.00	99.433	6,960,333.33	6,964,300.00	99.491	6,964,363.00	154		1.207	1.207
3134G3J68	03/03/16	AGCY BULET	FHLMC	0.900	09/18/17			4,000,000.00	99.992	3,999,680.00	3,999,904.20	100.017	4,000,680.00	171		0.905	0.905
46640PZ14	03/07/17	CP - DISC	J.P.Morgan Sec		12/01/17			5,000,000.00	98.954	4,947,694.44	4,952,555.55	99.000	4,949,980.00	245		1.415	1.415
742651DK5	10/04/16	AGCY BULET	PEFCO	2.250	12/15/17			5,955,000.00	101.701	6,056,294.55	6,014,813.93	100.744	5,999,299.25	259		0.819	0.819
89233GZF6	03/24/17	CP - DISC	Toyota Mtr Cr		12/15/17			4,000,000.00	98.995	3,959,804.44	3,961,013.32	99.022	3,960,864.00	259		1.374	1.374
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury	0.750	02/28/18			6,000,000.00	99.652	5,979,140.63	5,980,473.54	99.707	5,982,420.00	334		1.109	1.109
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			9,000,000.00	100.058	9,005,256.00	9,004,502.07	99.938	8,994,438.00	369		0.990	0.990
313379DT3	02/13/17	AGCY BULET	FHLB	1.250	06/08/18			9,000,000.00	100.300	9,027,000.00	9,024,295.86	100.083	9,007,470.00	434		1.020	1.020
Total for 2013 Road Bond								**145,198,561.69**	**99.774**	**144,867,613.51**	**145,021,428.52**	**99.857**	**144,988,626.44**	**142**		**1.041**	**1.041**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2015 CO BONDS																	
LOGIC		LGIP	LOGIC					40,579,655.79	100.000	40,579,655.79	40,579,655.79	100.000	40,579,655.79	1		1.009	1.009
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec		06/12/17			3,000,000.00	99.423	2,982,696.67	2,993,040.00	99.803	2,994,099.00	73		1.167	1.167
46640PZN6	03/31/17	CP - DISC	J.P.Morgan Sec		12/22/17			8,000,000.00	98.921	7,913,697.78	7,914,022.24	98.951	7,916,064.00	266		1.476	1.476
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			6,000,000.00	100.058	6,003,504.00	6,003,001.38	99.938	5,996,292.00	369		0.990	0.990
Total for 2015 CO BONDS								**57,579,655.79**	**99.828**	**57,479,554.24**	**57,489,719.41**	**99.839**	**57,486,110.79**	**80**		**1.079**	**1.079**
Combination Tax & Rev Series 2006 CO																	
TEXPRIME		LGIP	TexPool Prime					221,955.48	100.000	221,955.48	221,955.48	100.000	221,955.48	1		0.967	0.967
Total for Combination Tax & Rev Series 2006 CO								**221,955.48**	**100.000**	**221,955.48**	**221,955.48**	**100.000**	**221,955.48**	**1**		**0.967**	**0.967**
Conservation Fund																	
3130A8PK3	02/06/17	AGCY BULET	FHLB	0.625	08/07/18			1,500,000.00	99.325	1,489,875.00	1,490,898.84	99.233	1,488,495.00	494		1.079	1.079
Total for Conservation Fund								**1,500,000.00**	**99.325**	**1,489,875.00**	**1,490,898.84**	**99.233**	**1,488,495.00**	**494**		**1.079**	**1.079**
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					3,210,235.85	100.000	3,210,235.85	3,210,235.85	100.000	3,210,235.85	1		0.967	0.967
Total for County Benefits Program								**3,210,235.85**	**100.000**	**3,210,235.85**	**3,210,235.85**	**100.000**	**3,210,235.85**	**1**		**0.967**	**0.967**
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					517,587.01	100.000	517,587.01	517,587.01	100.000	517,587.01	1		0.622	0.622
TEXPRIME		LGIP	TexPool Prime					26,136,680.10	100.000	26,136,680.10	26,136,680.10	100.000	26,136,680.10	1		0.967	0.967
Total for Debt Service Fund								**26,654,267.11**	**100.000**	**26,654,267.11**	**26,654,267.11**	**100.000**	**26,654,267.11**	**1**		**0.960**	**0.960**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					25,103.66	100.000	25,103.66	25,103.66	100.000	25,103.66	1		0.967	0.967
46640PZ14	03/08/17	CP - DISC	J.P.Morgan Sec		12/01/17			1,500,000.00	98.958	1,484,366.67	1,485,766.67	99.000	1,484,994.00	245		1.415	1.415
Total for Future Environmental Liability								**1,525,103.66**	**98.975**	**1,509,470.33**	**1,510,870.33**	**99.016**	**1,510,097.66**	**241**		**1.407**	**1.407**
General Fund																	
LOGIC		LGIP	LOGIC					49,807,486.66	100.000	49,807,486.66	49,807,486.66	100.000	49,807,486.66	1		1.009	1.009
TEXPOOL		LGIP	TexPool					862.12	100.000	862.12	862.12	100.000	862.12	1		0.622	0.622
TEXPRIME		LGIP	TexPool Prime					13,850,565.53	100.000	13,850,565.53	13,850,565.53	100.000	13,850,565.53	1		0.967	0.967
WF-CASH		BANK DEP	Wells Fargo					643,984.38	100.000	643,984.38	643,984.38	100.000	643,984.38	1		0.000	0.000
3133EFKR7	10/30/15	AGCY BULET	FFCB	0.500	04/21/17			5,000,000.00	99.899	4,994,935.00	4,999,808.75	99.994	4,999,675.00	21		0.569	0.569
66844CTE4	02/15/17	CP - DISC	Northwestern Univ		06/14/17			5,000,000.00	99.679	4,983,968.06	4,990,030.55	99.781	4,989,065.00	75		0.973	0.973
74081JTU9	02/27/17	CP - DISC	Harvard Univ		06/28/17			2,000,000.00	99.681	1,993,613.89	1,995,355.56	99.740	1,994,808.00	89		0.953	0.953
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury	0.625	07/31/17			5,000,000.00	99.715	4,985,742.19	4,997,213.15	99.930	4,996,480.00	122		0.792	0.792
89233GVQ6	12/22/16	CP - DISC	Toyota Mtr Cr		08/24/17			10,000,000.00	99.143	9,914,250.00	9,949,250.00	99.526	9,952,630.00	146		1.271	1.271
3133EFEU7	08/31/16	AGCY BULET	FFCB	0.780	08/28/17			3,000,000.00	100.080	3,002,400.00	3,001,097.10	99.979	2,999,361.00	150		0.699	0.699
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ		09/01/17			7,000,000.00	99.433	6,960,333.33	6,964,300.00	99.491	6,964,363.00	154		1.207	1.207
46640PWB5	12/16/16	CP - DISC	J.P.Morgan Sec		09/11/17			8,000,000.00	98.954	7,916,311.11	7,949,288.88	99.465	7,957,176.00	164		1.415	1.415
36164JWS9	02/27/17	CP - DISC	GE Capital Treasury		09/26/17			7,000,000.00	99.355	6,954,869.44	6,961,927.77	99.374	6,956,145.00	179		1.107	1.107
46640PX24	01/06/17	CP - DISC	J.P.Morgan Sec		10/02/17			3,000,000.00	98.954	2,968,616.67	2,978,533.32	99.296	2,978,880.00	185		1.415	1.415
89233GX35	01/06/17	CP - DISC	Toyota Mtr Cr		10/03/17			8,000,000.00	99.018	7,921,400.00	7,946,144.48	99.349	7,947,920.00	186		1.323	1.323
3134G7V99	10/29/15	AGCY CALL	FHLMC	0.830	10/27/17	04/27/17	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.945	4,997,230.00	210	27	0.830	0.830
313378A43	10/29/15	AGCY BULET	FHLB	1.375	03/09/18			5,000,000.00	101.332	5,066,617.00	5,026,643.80	100.227	5,011,335.00	343		0.804	0.804
3134G7M73	09/30/15	AGCY CALL	FHLMC	1.000	03/30/18	06/30/17	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.558	4,977,890.00	364	91	1.000	1.000
8827234A4	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO	5.000	04/01/18			2,000,000.00	105.775	2,115,500.00	2,081,827.10	104.048	2,080,960.00	366		0.882	0.882
3134G9JD0	05/17/16	AGCY CALL	FHLMC	1.000	05/11/18	05/11/17	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.774	4,988,675.00	406	41	1.000	1.000
3134G9NM5	06/28/16	AGCY CALL	FHLMC	1.150	09/28/18	06/28/17	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	99.709	5,483,967.50	546	89	1.150	1.150
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.213	4,960,650.00	549		0.985	0.985
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,996,653.55	99.575	4,978,770.00	577		0.973	0.973
742651DG4	02/17/17	AGCY BULET	PEFCO	4.375	03/15/19			2,000,000.00	106.019	2,120,380.00	2,113,407.66	105.710	2,114,194.00	714		1.424	1.424
3133EGZK4	10/31/16	AGCY CALL	FFCB	1.070	04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,990,722.83	99.239	6,946,730.00	754	5	1.135	1.135
Total for General Fund								**173,802,898.69**	**99.940**	**173,684,385.38**	**173,745,103.19**	**99.878**	**173,579,803.19**	**182**		**1.042**	**1.042**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 03/31/2017

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					410,126.31	100.000	410,126.31	410,126.31	100.000	410,126.31	1		0.967	0.967
Total for Pass Toll Series 2009								410,126.31	100.000	410,126.31	410,126.31	100.000	410,126.31	1		0.967	0.967
Passthrough Toll Reimb																	
LOGIC		LGIP	LOGIC					10,794,132.88	100.000	10,794,132.88	10,794,132.88	100.000	10,794,132.88	1		1.009	1.009
3130A7YB5	05/04/16	AGCY BULET	FHLB	0.625	05/04/17			4,800,000.00	99.972	4,798,665.60	4,799,877.50	99.997	4,799,870.40	34		0.653	0.653
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			7,000,000.00	100.055	7,003,850.00	7,000,499.80	100.030	7,002,100.00	70		0.962	0.962
313380EC7	06/20/16	AGCY BULET	FHLB	0.750	09/08/17			8,615,000.00	100.081	8,621,978.15	8,617,512.31	99.909	8,607,186.20	161		0.683	0.683
3133EDVU3	06/20/16	AGCY BULET	FFCB	1.125	09/22/17			3,597,000.00	100.546	3,616,639.62	3,604,452.59	100.101	3,600,622.18	175		0.687	0.687
Total for Passthrough Toll Reimb								34,806,132.88	100.084	34,835,266.25	34,816,475.08	99.994	34,803,911.66	77		0.836	0.836
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					1,075,997.91	100.000	1,075,997.91	1,075,997.91	100.000	1,075,997.91	1		1.009	1.009
Total for Pearson Place Debt Service Fund								1,075,997.91	100.000	1,075,997.91	1,075,997.91	100.000	1,075,997.91	1		1.009	1.009
Pooled Funds																	
TEXPOOL		LGIP	TexPool					10,265,246.69	100.000	10,265,246.69	10,265,246.69	100.000	10,265,246.69	1		0.622	0.622
TEXPRIME		LGIP	TexPool Prime					9,266,382.07	100.000	9,266,382.07	9,266,382.07	100.000	9,266,382.07	1		0.967	0.967
Total for Pooled Funds								19,531,628.76	100.000	19,531,628.76	19,531,628.76	100.000	19,531,628.76	1		0.786	0.786

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,655.66	100.000	24,655.66	24,655.66	100.000	24,655.66	1		0.622	0.622
TEXPRIME		LGIP	TexPool Prime					11,486,844.29	100.000	11,486,844.29	11,486,844.29	100.000	11,486,844.29	1		0.967	0.967
48306AR33	11/21/16	CP - DISC	Kaiser Foundation Hospital		04/03/17			5,000,000.00	99.645	4,982,266.67	4,999,733.35	99.992	4,999,590.00	3		0.963	0.963
89233GSS6	09/02/16	CP - DISC	Toyota Mtr Cr		05/26/17			3,000,000.00	99.128	2,973,843.33	2,994,591.66	99.844	2,995,314.00	56		1.190	1.190
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			3,000,000.00	100.055	3,001,650.00	3,000,214.20	100.030	3,000,900.00	70		0.962	0.962
89233GUR5	10/28/16	CP - DISC	Toyota Mtr Cr		07/25/17			5,000,000.00	99.093	4,954,625.00	4,980,673.60	99.644	4,982,195.00	116		1.221	1.221
Total for Road and Bridge General								**27,511,499.95**	**99.682**	**27,423,884.95**	**27,486,712.76**	**99.920**	**27,489,498.95**	**36**		**1.036**	**1.036**
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,476.70	100.000	8,476.70	8,476.70	100.000	8,476.70	1		0.622	0.622
TEXPRIME		LGIP	TexPool Prime					1,242,967.40	100.000	1,242,967.40	1,242,967.40	100.000	1,242,967.40	1		0.967	0.967
46640PSQ7	09/02/16	CP - DISC	J.P.Morgan Sec		05/24/17			2,000,000.00	99.237	1,984,746.67	1,996,937.78	99.860	1,997,210.00	54		1.048	1.048
Total for Tobacco Funds								**3,251,444.10**	**99.531**	**3,236,190.77**	**3,248,381.88**	**99.914**	**3,248,654.10**	**34**		**1.016**	**1.016**
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					5,881,623.49	100.000	5,881,623.49	5,881,623.49	100.000	5,881,623.49	1		0.967	0.967
Total for Unlimited Tax Road Bonds - Series 2007								**5,881,623.49**	**100.000**	**5,881,623.49**	**5,881,623.49**	**100.000**	**5,881,623.49**	**1**		**0.967**	**0.967**
Total for Williamson County								**530,101,595.88**	**99.856**	**529,319,281.22**	**529,685,968.33**	**99.885**	**529,478,091.91**	**119**		**1.022**	**1.022**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 12/31/2016 to 03/31/2017

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
2007 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN-COMPASS											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2008 TAN-COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond											
LOGIC	LGIP	LOGIC	13,323,801.41	0.00	(383,337.20)	0.00	0.00	12,940,464.21	13,323,801.41	12,940,464.21	(383,337.20)
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	9,950,091.70	0.00	0.00	28,250.00	0.00	9,978,341.70	9,947,050.00	9,981,280.00	34,230.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,955,112.50	0.00	0.00	16,625.00	0.00	4,971,737.50	4,952,555.00	4,975,315.00	22,760.00
Total for 2013 Park Bond			28,229,005.61	0.00	(383,337.20)	44,875.00	0.00	27,890,543.41	28,223,406.41	27,897,059.21	(326,347.20)

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
2013 Road Bond											
LOGIC	LGIP	LOGIC	18,995,789.09	6,579,010.79	(2,891,238.19)	0.00	0.00	22,683,561.69	18,995,789.09	22,683,561.69	3,687,772.60
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	9,002,174.13	0.00	(9,000,000.00)	(2,174.13)	0.00	0.00	9,003,582.00	0.00	(9,003,582.00)
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	9,001,154.70	0.00	(9,000,000.00)	(1,154.70)	0.00	0.00	9,002,241.00	0.00	(9,002,241.00)
48306AQ75	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17	15,068,378.65	0.00	(15,097,000.00)	28,621.35	0.00	0.00	15,069,749.92	0.00	(15,069,749.92)
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	6,003,995.58	0.00	(6,000,000.00)	(3,995.58)	0.00	0.00	6,004,806.00	0.00	(6,004,806.00)
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	7,076,180.87	0.00	(7,092,000.00)	15,819.13	0.00	0.00	7,076,489.80	0.00	(7,076,489.80)
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	7,983,053.36	0.00	(8,000,000.00)	16,946.64	0.00	0.00	7,984,488.00	0.00	(7,984,488.00)
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	7,976,666.64	0.00	0.00	21,000.00	0.00	7,997,666.64	7,979,920.00	7,997,992.00	18,072.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	7,009,757.72	0.00	0.00	(7,570.64)	0.00	7,002,187.08	7,010,549.00	7,001,743.00	(8,806.00)
46640PS95	CP - DISC	J.P.Morgan Sec 0.000 05/09/17	4,483,359.99	0.00	0.00	11,700.00	0.00	4,495,059.99	4,481,181.00	4,495,590.00	14,409.00
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	6,994,433.60	0.00	0.00	3,362.24	0.00	6,997,795.84	6,997,018.00	6,998,082.00	1,064.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	2,562,861.57	0.00	0.00	(1,630.01)	0.00	2,561,231.56	2,563,458.56	2,560,768.00	(2,690.56)
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	2,984,340.00	0.00	0.00	8,700.00	0.00	2,993,040.00	2,982,342.00	2,994,099.00	11,757.00
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	4,500,937.58	0.00	0.00	(511.43)	0.00	4,500,426.15	4,501,345.50	4,499,536.50	(1,809.00)
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	4,973,319.45	0.00	0.00	14,125.00	0.00	4,987,444.45	4,971,500.00	4,988,875.00	17,375.00
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	6,996,758.02	0.00	0.00	1,568.49	0.00	6,998,326.51	6,997,207.00	6,995,961.00	(1,246.00)
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	8,940,627.54	0.00	0.00	28,575.00	0.00	8,969,202.54	8,945,424.00	8,973,981.00	28,557.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	2,001,440.38	0.00	0.00	(625.80)	0.00	2,000,814.58	2,003,108.00	2,000,716.00	(2,392.00)
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	0.00	3,980,695.56	0.00	1,322.20	0.00	3,982,017.76	0.00	3,982,952.00	3,982,952.00
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	3,966,657.76	0.00	0.00	12,400.00	0.00	3,979,057.76	3,964,632.00	3,979,940.00	15,308.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,955,112.50	0.00	0.00	16,625.00	0.00	4,971,737.50	4,952,555.00	4,975,315.00	22,760.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	6,960,333.33	0.00	3,966.67	0.00	6,964,300.00	0.00	6,964,363.00	6,964,363.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	3,999,852.76	0.00	0.00	51.44	0.00	3,999,904.20	4,002,388.00	4,000,680.00	(1,708.00)
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	4,947,694.44	0.00	4,861.11	0.00	4,952,555.55	0.00	4,949,980.00	4,949,980.00
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	6,035,946.49	0.00	0.00	(21,132.56)	0.00	6,014,813.93	6,021,928.25	5,999,299.25	(22,629.00)
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	0.00	3,959,804.44	0.00	1,208.88	0.00	3,961,013.32	0.00	3,960,864.00	3,960,864.00
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	0.00	5,979,140.63	0.00	1,332.91	0.00	5,980,473.54	0.00	5,982,420.00	5,982,420.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	0.00	9,005,256.00	0.00	(753.93)	0.00	9,004,502.07	0.00	8,994,438.00	8,994,438.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	9,027,000.00	0.00	(2,704.14)	0.00	9,024,295.86	0.00	9,007,470.00	9,007,470.00
Total for 2013 Road Bond			**151,512,798.38**	**50,438,935.19**	**(57,080,238.19)**	**149,933.14**	**0.00**	**145,021,428.52**	**151,511,702.12**	**144,988,626.44**	**(6,523,075.68)**

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
2015 CO BONDS											
LOGIC	LGIP	LOGIC	24,720,682.72	16,341,245.33	(482,272.26)	0.00	0.00	40,579,655.79	24,720,682.72	40,579,655.79	15,858,973.07
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	5,999,944.38	0.00	(6,000,000.00)	55.62	0.00	0.00	5,999,952.00	0.00	(5,999,952.00)
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	3,027,588.25	0.00	(3,025,000.00)	(2,588.25)	0.00	0.00	3,027,843.50	0.00	(3,027,843.50)
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	7,982,155.52	0.00	(8,000,000.00)	17,844.48	0.00	0.00	7,982,504.00	0.00	(7,982,504.00)
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	5,999,042.40	0.00	(6,000,000.00)	957.60	0.00	0.00	6,001,344.00	0.00	(6,001,344.00)
48306AQW0	CP - DISC	Kaiser Foundation Hospital 0.000 03/30/17	8,976,899.97	0.00	(9,000,000.00)	23,100.03	0.00	0.00	8,973,000.00	0.00	(8,973,000.00)
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	2,984,340.00	0.00	0.00	8,700.00	0.00	2,993,040.00	2,982,342.00	2,994,099.00	11,757.00
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	0.00	7,913,697.78	0.00	324.46	0.00	7,914,022.24	0.00	7,916,064.00	7,916,064.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	0.00	6,003,504.00	0.00	(502.62)	0.00	6,003,001.38	0.00	5,996,292.00	5,996,292.00
Total for 2015 CO BONDS			**59,690,653.24**	**30,258,447.11**	**(32,507,272.26)**	**47,891.32**	**0.00**	**57,489,719.41**	**59,687,668.22**	**57,486,110.79**	**(2,201,557.43)**
Combination Tax & Rev Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	221,445.87	509.61	0.00	0.00	0.00	221,955.48	221,445.87	221,955.48	509.61
Total for Combination Tax & Rev Series 2006 CO			**221,445.87**	**509.61**	**0.00**	**0.00**	**0.00**	**221,955.48**	**221,445.87**	**221,955.48**	**509.61**
Conservation Fund											
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	0.00	1,489,875.00	0.00	1,023.84	0.00	1,490,898.84	0.00	1,488,495.00	1,488,495.00
Total for Conservation Fund			**0.00**	**1,489,875.00**	**0.00**	**1,023.84**	**0.00**	**1,490,898.84**	**0.00**	**1,488,495.00**	**1,488,495.00**
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,202,864.64	7,371.21	0.00	0.00	0.00	3,210,235.85	3,202,864.64	3,210,235.85	7,371.21
Total for County Benefits Program			**3,202,864.64**	**7,371.21**	**0.00**	**0.00**	**0.00**	**3,210,235.85**	**3,202,864.64**	**3,210,235.85**	**7,371.21**

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
Debt Service Fund											
TEXPOOL	LGIP	TexPool	516,855.52	731.49	0.00	0.00	0.00	517,587.01	516,855.52	517,587.01	731.49
TEXPRIME	LGIP	TexPool Prime	5,217,427.85	69,428,604.46	(48,509,352.21)	0.00	0.00	26,136,680.10	5,217,427.85	26,136,680.10	20,919,252.25
Total for Debt Service Fund			**5,734,283.37**	**69,429,335.95**	**(48,509,352.21)**	**0.00**	**0.00**	**26,654,267.11**	**5,734,283.37**	**26,654,267.11**	**20,919,983.74**
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	972,078.21	1,438.07	(948,412.62)	0.00	0.00	25,103.66	972,078.21	25,103.66	(946,974.55)
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	1,484,366.67	0.00	1,400.00	0.00	1,485,766.67	0.00	1,484,994.00	1,484,994.00
Total for Future Environmental Liability			**972,078.21**	**1,485,804.74**	**(948,412.62)**	**1,400.00**	**0.00**	**1,510,870.33**	**972,078.21**	**1,510,097.66**	**538,019.45**

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
General Fund											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	99,375,297.36	0.00	(49,567,810.70)	0.00	0.00	49,807,486.66	99,375,297.36	49,807,486.66	(49,567,810.70)
TEXPOOL	LGIP	TexPool	2,136.11	300.42	(1,574.41)	0.00	0.00	862.12	2,136.11	862.12	(1,273.99)
TEXPRIME	LGIP	TexPool Prime	8,185,955.74	8,302,800.25	(2,638,190.46)	0.00	0.00	13,850,565.53	8,185,955.74	13,850,565.53	5,664,609.79
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	2,768,916.99	3,260,655.05	(5,385,587.66)	0.00	0.00	643,984.38	2,768,916.99	643,984.38	(2,124,932.61)
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	6,987,697.50	0.00	(7,000,000.00)	12,302.50	0.00	0.00	6,992,006.00	0.00	(6,992,006.00)
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,998,948.00	0.00	0.00	860.75	0.00	4,999,808.75	4,998,695.00	4,999,675.00	980.00
66844CTE4	CP - DISC	Northwestern Univ 0.000 06/14/17	0.00	4,983,968.06	0.00	6,062.49	0.00	4,990,030.55	0.00	4,989,065.00	4,989,065.00
74081JTU9	CP - DISC	Harvard Univ 0.000 06/28/17	0.00	1,993,613.89	0.00	1,741.67	0.00	1,995,355.56	0.00	1,994,808.00	1,994,808.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	4,995,154.20	0.00	0.00	2,058.95	0.00	4,997,213.15	4,997,825.00	4,996,480.00	(1,345.00)
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	9,917,750.00	0.00	0.00	31,500.00	0.00	9,949,250.00	9,916,740.00	9,952,630.00	35,890.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	3,001,671.60	0.00	0.00	(574.50)	0.00	3,001,097.10	2,998,074.00	2,999,361.00	1,287.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	6,960,333.33	0.00	3,966.67	0.00	6,964,300.00	0.00	6,964,363.00	6,964,363.00
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	7,921,288.88	0.00	0.00	28,000.00	0.00	7,949,288.88	7,920,976.00	7,957,176.00	36,200.00
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	0.00	6,954,869.44	0.00	7,058.33	0.00	6,961,927.77	0.00	6,956,145.00	6,956,145.00
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	0.00	2,968,616.67	0.00	9,916.65	0.00	2,978,533.32	0.00	2,978,880.00	2,978,880.00
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	0.00	7,921,400.00	0.00	24,744.48	0.00	7,946,144.48	0.00	7,947,920.00	7,947,920.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,875.00	4,997,230.00	(645.00)
313378A43	AGCY BULET	FHLB 1.375 03/09/18	5,033,701.75	0.00	0.00	(7,057.95)	0.00	5,026,643.80	5,017,210.00	5,011,335.00	(5,875.00)
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,977,670.00	4,977,890.00	220.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/	2,102,166.44	0.00	0.00	(20,339.34)	0.00	2,081,827.10	2,095,680.00	2,080,960.00	(14,720.00)
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,988,345.00	4,988,675.00	330.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	0.00	0.00	0.00	5,500,000.00	5,480,926.00	5,483,967.50	3,041.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,964,600.00	4,960,650.00	(3,950.00)
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,996,128.20	0.00	0.00	525.35	0.00	4,996,653.55	4,965,695.00	4,978,770.00	13,075.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	0.00	2,120,380.00	0.00	(6,972.34)	0.00	2,113,407.66	0.00	2,114,194.00	2,114,194.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,989,618.51	0.00	0.00	1,104.32	0.00	6,990,722.83	6,935,103.00	6,946,730.00	11,627.00
Total for General Fund			**192,776,431.28**	**45,466,937.11**	**(64,593,163.23)**	**94,898.03**	**0.00**	**173,745,103.19**	**192,579,726.20**	**173,579,803.19**	**(18,999,923.01)**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 12/31/2016 to 03/31/2017

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	380,481.32	29,644.99	0.00	0.00	0.00	410,126.31	380,481.32	410,126.31	29,644.99
Total for Pass Toll Series 2009			**380,481.32**	**29,644.99**	**0.00**	**0.00**	**0.00**	**410,126.31**	**380,481.32**	**410,126.31**	**29,644.99**
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	10,715,601.80	78,531.08	0.00	0.00	0.00	10,794,132.88	10,715,601.80	10,794,132.88	78,531.08
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	4,799,543.33	0.00	0.00	334.17	0.00	4,799,877.50	4,799,366.40	4,799,870.40	504.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,001,161.30	0.00	0.00	(661.50)	0.00	7,000,499.80	7,009,457.00	7,002,100.00	(7,357.00)
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	8,618,948.77	0.00	0.00	(1,436.46)	0.00	8,617,512.31	8,610,761.42	8,607,186.20	(3,575.22)
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	3,608,362.92	0.00	0.00	(3,910.33)	0.00	3,604,452.59	3,605,262.31	3,600,622.18	(4,640.13)
Total for Passthrough Toll Reimb			**34,743,618.12**	**78,531.08**	**0.00**	**(5,674.12)**	**0.00**	**34,816,475.08**	**34,740,448.93**	**34,803,911.66**	**63,462.73**
Pearson Place Construction Fund											
LOGIC	LGIP	LOGIC	701,316.40	522.64	(701,839.04)	0.00	0.00	0.00	701,316.40	0.00	(701,316.40)
Total for Pearson Place Construction Fund			**701,316.40**	**522.64**	**(701,839.04)**	**0.00**	**0.00**	**0.00**	**701,316.40**	**0.00**	**(701,316.40)**
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	332,220.49	767,071.35	(23,293.93)	0.00	0.00	1,075,997.91	332,220.49	1,075,997.91	743,777.42
Total for Pearson Place Debt Service Fund			**332,220.49**	**767,071.35**	**(23,293.93)**	**0.00**	**0.00**	**1,075,997.91**	**332,220.49**	**1,075,997.91**	**743,777.42**
Pooled Funds											
TEXPOOL	LGIP	TexPool	11,615,315.88	0.00	(1,350,069.19)	0.00	0.00	10,265,246.69	11,615,315.88	10,265,246.69	(1,350,069.19)
TEXPRIME	LGIP	TexPool Prime	5,180,803.11	4,085,578.96	0.00	0.00	0.00	9,266,382.07	5,180,803.11	9,266,382.07	4,085,578.96
Total for Pooled Funds			**16,796,118.99**	**4,085,578.96**	**(1,350,069.19)**	**0.00**	**0.00**	**19,531,628.76**	**16,796,118.99**	**19,531,628.76**	**2,735,509.77**

FirstSouthwest AssetManagement
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Williamson County
Change in Value
From 12/31/2016 to 03/31/2017

CUSIP	Security Type	Security Description	12/31/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	03/31/17 Book Value	12/31/16 Market Value	03/31/17 Market Value	Change in Mkt Value
PTT I-35											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Road and Bridge General											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,620.76	34.90	0.00	0.00	0.00	24,655.66	24,620.76	24,655.66	34.90
TEXPRIME	LGIP	TexPool Prime	11,460,469.11	26,375.18	0.00	0.00	0.00	11,486,844.29	11,460,469.11	11,486,844.29	26,375.18
48306AR33	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17	4,987,733.35	0.00	0.00	12,000.00	0.00	4,999,733.35	4,984,070.00	4,999,590.00	15,520.00
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	2,985,741.66	0.00	0.00	8,850.00	0.00	2,994,591.66	2,987,445.00	2,995,314.00	7,869.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	3,000,497.70	0.00	0.00	(283.50)	0.00	3,000,214.20	3,004,053.00	3,000,900.00	(3,153.00)
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	4,965,548.60	0.00	0.00	15,125.00	0.00	4,980,673.60	4,965,185.00	4,982,195.00	17,010.00
Total for Road and Bridge General			**27,424,611.18**	**26,410.08**	**0.00**	**35,691.50**	**0.00**	**27,486,712.76**	**27,425,842.87**	**27,489,498.95**	**63,656.08**
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,464.75	11.95	0.00	0.00	0.00	8,476.70	8,464.75	8,476.70	11.95
TEXPRIME	LGIP	TexPool Prime	1,762,295.32	1,906.95	(521,234.87)	0.00	0.00	1,242,967.40	1,762,295.32	1,242,967.40	(519,327.92)
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	1,991,737.78	0.00	0.00	5,200.00	0.00	1,996,937.78	1,990,568.00	1,997,210.00	6,642.00
Total for Tobacco Funds			**3,762,497.85**	**1,918.90**	**(521,234.87)**	**5,200.00**	**0.00**	**3,248,381.88**	**3,761,328.07**	**3,248,654.10**	**(512,673.97)**
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	8,020,440.46	4,823.74	(2,143,640.71)	0.00	0.00	5,881,623.49	8,020,440.46	5,881,623.49	(2,138,816.97)
Total for Unlimited Tax Road Bonds - Series 2007			**8,020,440.46**	**4,823.74**	**(2,143,640.71)**	**0.00**	**0.00**	**5,881,623.49**	**8,020,440.46**	**5,881,623.49**	**(2,138,816.97)**
Total for Williamson County			**534,500,865.41**	**203,571,717.66**	**(208,761,853.45)**	**375,238.71**	**0.00**	**529,685,968.33**	**534,291,372.57**	**529,478,091.91**	**(4,813,280.66)**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Park Limited -06									
Total for 2007 Park Limited -06			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2008 TAN–COMPASS									
Total for 2008 TAN–COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	31,703.04	31,703.04	0.00	0.00	0.00	31,703.04
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	0.00	0.00	0.00	0.00	0.00	28,250.00	28,250.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	16,625.00	16,625.00
Total for 2013 Park Bond			0.00	31,703.04	31,703.04	0.00	0.00	44,875.00	76,578.04

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	47,483.32	47,483.32	0.00	0.00	0.00	47,483.32
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	32,955.16	6,419.84	39,375.00	0.00	0.00	(2,174.13)	4,245.71
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	25,875.00	7,875.00	33,750.00	0.00	0.00	(1,154.70)	6,720.30
48306AQ75	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17	0.00	0.00	0.00	0.00	0.00	28,621.35	28,621.35
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	18,833.33	11,166.67	30,000.00	0.00	0.00	(3,995.58)	7,171.09
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	0.00	0.00	0.00	0.00	15,819.13	15,819.13
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	0.00	0.00	0.00	0.00	0.00	16,946.64	16,946.64
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	0.00	0.00	0.00	0.00	0.00	21,000.00	21,000.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	14,000.00	19,687.50	0.00	0.00	33,687.50	(7,570.64)	12,116.86
46640PS95	CP - DISC	J.P.Morgan Sec 0.000 05/09/17	0.00	0.00	0.00	0.00	0.00	11,700.00	11,700.00
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	3,767.36	10,937.50	0.00	0.00	14,704.86	3,362.24	14,299.74
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	1,564.44	6,400.00	0.00	0.00	7,964.44	(1,630.01)	4,769.99
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	0.00	0.00	0.00	0.00	0.00	8,700.00	8,700.00
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	1,500.00	9,000.00	0.00	0.00	10,500.00	(511.43)	8,488.57
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	0.00	0.00	0.00	0.00	0.00	14,125.00	14,125.00
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	26,051.67	13,475.00	26,950.00	0.00	12,576.67	1,568.49	15,043.49
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	0.00	0.00	0.00	0.00	0.00	28,575.00	28,575.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	8,500.00	5,000.00	10,000.00	0.00	3,500.00	(625.80)	4,374.20
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	0.00	0.00	0.00	0.00	0.00	1,322.20	1,322.20
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	0.00	0.00	0.00	0.00	0.00	12,400.00	12,400.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	16,625.00	16,625.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	3,966.67	3,966.67
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	10,300.00	9,000.00	18,000.00	0.00	1,300.00	51.44	9,051.44
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	4,861.11	4,861.11
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	5,955.00	33,496.88	0.00	0.00	39,451.88	(21,132.56)	12,364.32
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	0.00	0.00	0.00	0.00	0.00	1,208.88	1,208.88
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	0.00	2,812.50	0.00	(1,100.54)	3,913.04	1,332.91	4,145.41
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	0.00	15,600.00	0.00	(7,020.00)	22,620.00	(753.93)	14,846.07
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	15,000.00	0.00	(20,312.50)	35,312.50	(2,704.14)	12,295.86
Total for 2013 Road Bond			**149,301.96**	**213,354.21**	**205,558.32**	**(28,433.04)**	**185,530.89**	**149,933.14**	**363,287.35**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2015 CO BONDS									
LOGIC	LGIP	LOGIC	0.00	68,599.55	68,599.55	0.00	0.00	0.00	68,599.55
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	23,191.67	1,558.33	24,750.00	0.00	0.00	55.62	1,613.95
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	15,713.19	5,083.69	20,796.88	0.00	0.00	(2,588.25)	2,495.44
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	0.00	0.00	0.00	0.00	17,844.48	17,844.48
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	9,583.33	9,166.67	18,750.00	0.00	0.00	957.60	10,124.27
48306AQW0	CP - DISC	Kaiser Foundation Hospital 0.000 03/30/17	0.00	0.00	0.00	0.00	0.00	23,100.03	23,100.03
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	0.00	0.00	0.00	0.00	0.00	8,700.00	8,700.00
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	0.00	0.00	0.00	0.00	0.00	324.46	324.46
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	0.00	10,400.00	0.00	(4,680.00)	15,080.00	(502.62)	9,897.38
Total for 2015 CO BONDS			48,488.19	94,808.24	132,896.43	(4,680.00)	15,080.00	47,891.32	142,699.56
Combination Tax & Rev Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	509.61	509.61	0.00	0.00	0.00	509.61
Total for Combination Tax & Rev Series 2006 CO			0.00	509.61	509.61	0.00	0.00	0.00	509.61
Conservation Fund									
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	0.00	1,432.29	4,687.50	(4,661.46)	1,406.25	1,023.84	2,456.13
Total for Conservation Fund			0.00	1,432.29	4,687.50	(4,661.46)	1,406.25	1,023.84	2,456.13
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	7,371.21	7,371.21	0.00	0.00	0.00	7,371.21
Total for County Benefits Program			0.00	7,371.21	7,371.21	0.00	0.00	0.00	7,371.21
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	731.49	731.49	0.00	0.00	0.00	731.49
TEXPRIME	LGIP	TexPool Prime	0.00	90,195.54	90,195.54	0.00	0.00	0.00	90,195.54
Total for Debt Service Fund			0.00	90,927.03	90,927.03	0.00	0.00	0.00	90,927.03

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	1,627.71	1,627.71	0.00	0.00	0.00	1,627.71
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	1,400.00	1,400.00
Total for Future Environmental Liability			**0.00**	**1,627.71**	**1,627.71**	**0.00**	**0.00**	**1,400.00**	**3,027.71**
General Fund									
LOGIC	LGIP	LOGIC	0.00	173,667.33	173,667.33	0.00	0.00	0.00	173,667.33
TEXPOOL	LGIP	TexPool	0.00	2.32	2.32	0.00	0.00	0.00	2.32
TEXPRIME	LGIP	TexPool Prime	0.00	30,956.17	30,956.17	0.00	0.00	0.00	30,956.17
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	0.00	0.00	0.00	0.00	0.00	12,302.50	12,302.50
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,861.11	6,250.00	0.00	0.00	11,111.11	860.75	7,110.75
66844CTE4	CP - DISC	Northwestern Univ 0.000 06/14/17	0.00	0.00	0.00	0.00	0.00	6,062.49	6,062.49
74081JTU9	CP - DISC	Harvard Univ 0.000 06/28/17	0.00	0.00	0.00	0.00	0.00	1,741.67	1,741.67
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	13,077.45	7,727.11	15,625.00	0.00	5,179.56	2,058.95	9,786.06
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	0.00	0.00	0.00	0.00	0.00	31,500.00	31,500.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	7,995.00	5,720.00	11,700.00	0.00	2,015.00	(574.50)	5,145.50
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	3,966.67	3,966.67
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	0.00	0.00	0.00	0.00	0.00	28,000.00	28,000.00
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	0.00	0.00	0.00	0.00	0.00	7,058.33	7,058.33
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	0.00	0.00	0.00	0.00	0.00	9,916.65	9,916.65
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	0.00	0.00	0.00	0.00	0.00	24,744.48	24,744.48
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	7,377.78	10,375.00	0.00	0.00	17,752.78	0.00	10,375.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	21,388.89	17,187.50	34,375.00	0.00	4,201.39	(7,057.95)	10,129.55
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	12,638.89	12,500.00	25,000.00	0.00	138.89	0.00	12,500.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	16,388.89	25,000.00	0.00	0.00	41,388.89	(20,339.34)	4,660.66
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	6,944.44	12,500.00	0.00	0.00	19,444.44	0.00	12,500.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	16,339.58	15,812.50	31,625.00	0.00	527.08	0.00	15,812.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	12,312.50	12,312.50	0.00	0.00	24,625.00	0.00	12,312.50
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	8,008.33	11,625.00	0.00	0.00	19,633.33	525.35	12,150.35
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	0.00	10,694.45	43,750.00	(36,944.44)	3,888.89	(6,972.34)	3,722.11
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	13,939.72	18,725.00	0.00	0.00	32,664.72	1,104.32	19,829.32
Total for General Fund			**141,272.58**	**371,054.88**	**366,700.82**	**(36,944.44)**	**182,571.08**	**94,898.03**	**465,952.91**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	934.24	934.24	0.00	0.00	0.00	934.24
Total for Pass Toll Series 2009			**0.00**	**934.24**	**934.24**	**0.00**	**0.00**	**0.00**	**934.24**
Passthrough Toll Reimb									
LOGIC	LGIP	LOGIC	0.00	25,991.70	25,991.70	0.00	0.00	0.00	25,991.70
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	4,750.00	7,500.00	0.00	0.00	12,250.00	334.17	7,834.17
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	4,277.78	17,500.00	0.00	0.00	21,777.78	(661.50)	16,838.50
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	20,281.15	16,153.12	32,306.25	0.00	4,128.02	(1,436.46)	14,716.66
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	11,128.22	10,116.57	20,233.13	0.00	1,011.66	(3,910.33)	6,206.24
Total for Passthrough Toll Reimb			**40,437.15**	**77,261.39**	**78,531.08**	**0.00**	**39,167.46**	**(5,674.12)**	**71,587.27**
Pearson Place Construction Fund									
LOGIC	LGIP	LOGIC	0.00	1,096.46	1,096.46	0.00	0.00	0.00	1,096.46
Total for Pearson Place Construction Fund			**0.00**	**1,096.46**	**1,096.46**	**0.00**	**0.00**	**0.00**	**1,096.46**
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	1,515.04	1,515.04	0.00	0.00	0.00	1,515.04
Total for Pearson Place Debt Service Fund			**0.00**	**1,515.04**	**1,515.04**	**0.00**	**0.00**	**0.00**	**1,515.04**
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	14,715.42	14,715.42	0.00	0.00	0.00	14,715.42
TEXPRIME	LGIP	TexPool Prime	0.00	17,007.08	17,007.08	0.00	0.00	0.00	17,007.08
Total for Pooled Funds			**0.00**	**31,722.50**	**31,722.50**	**0.00**	**0.00**	**0.00**	**31,722.50**
PTT I-35									
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	34.90	34.90	0.00	0.00	0.00	34.90
TEXPRIME	LGIP	TexPool Prime	0.00	26,375.18	26,375.18	0.00	0.00	0.00	26,375.18
48306AR33	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17	0.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	0.00	0.00	0.00	0.00	0.00	8,850.00	8,850.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	1,833.33	7,500.00	0.00	0.00	9,333.33	(283.50)	7,216.50
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	0.00	0.00	0.00	0.00	0.00	15,125.00	15,125.00
Total for Road and Bridge General			1,833.33	33,910.08	26,410.08	0.00	9,333.33	35,691.50	69,601.58
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	11.95	11.95	0.00	0.00	0.00	11.95
TEXPRIME	LGIP	TexPool Prime	0.00	2,878.83	2,878.83	0.00	0.00	0.00	2,878.83
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	0.00	0.00	0.00	0.00	0.00	5,200.00	5,200.00
Total for Tobacco Funds			0.00	2,890.78	2,890.78	0.00	0.00	5,200.00	8,090.78
Unlimited Tax Road Bonds - Series 2007									
TEXPRIME	LGIP	TexPool Prime	0.00	15,298.75	15,298.75	0.00	0.00	0.00	15,298.75
Total for Unlimited Tax Road Bonds - Series 2007			0.00	15,298.75	15,298.75	0.00	0.00	0.00	15,298.75
Total for Williamson County			381,333.21	977,417.46	1,000,380.60	(74,718.94)	433,089.01	375,238.71	1,352,656.17

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Investment Transactions
From 01/01/2017 to 03/31/2017

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Road Bond															
Maturities															
01/31/17	01/31/17	912828SC5	TREAS NOTE	U.S. Treasury	0.875	01/31/17		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		0.578	
02/13/17	02/13/17	3130A4AQ5	AGCY BULET	FHLB	0.750	02/13/17		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		0.640	
03/07/17	03/07/17	48306AQ75	CP - DISC	Kaiser Foundation Hospital		03/07/17		15,097,000.00	100.000	15,097,000.00	0.00	15,097,000.00		1.056	
03/08/17	03/08/17	3137EADC0	AGCY BULET	FHLMC	1.000	03/08/17		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		0.641	
03/15/17	03/15/17	48306AQF7	CP - DISC	Kaiser Foundation Hospital		03/15/17		7,092,000.00	100.000	7,092,000.00	0.00	7,092,000.00		1.106	
03/24/17	03/24/17	89233GQQ2	CP - DISC	Toyota Mtr Cr		03/24/17		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.936	
Total for: Maturities								**54,189,000.00**		**54,189,000.00**	**0.00**	**54,189,000.00**		**0.851**	
Purchases															
01/30/17	01/31/17	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18		9,000,000.00	100.058	9,005,256.00	7,020.00	9,012,276.00		0.990	0.990
02/09/17	02/13/17	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		9,000,000.00	100.300	9,027,000.00	20,312.50	9,047,312.50		1.020	1.020
03/06/17	03/07/17	46640PZ14	CP - DISC	J.P.Morgan Sec		12/01/17		5,000,000.00	98.954	4,947,694.44	0.00	4,947,694.44		1.415	1.415
03/08/17	03/09/17	912828UR9	TREAS NOTE	U.S. Treasury	0.750	02/28/18		6,000,000.00	99.652	5,979,140.63	1,100.54	5,980,241.17		1.109	1.109
03/14/17	03/15/17	92181NW11	CP - DISC	Vanderbilt Univ		09/01/17		7,000,000.00	99.433	6,960,333.33	0.00	6,960,333.33		1.207	1.207
03/21/17	03/24/17	89233GZF6	CP - DISC	Toyota Mtr Cr		12/15/17		4,000,000.00	98.995	3,959,804.44	0.00	3,959,804.44		1.374	1.374
03/21/17	03/22/17	48306AVF1	CP - DISC	Kaiser Foundation Hospital		08/15/17		4,000,000.00	99.517	3,980,695.56	0.00	3,980,695.56		1.196	1.196
Total for: Purchases								**44,000,000.00**		**43,859,924.40**	**28,433.04**	**43,888,357.44**		**1.149**	**1.149**
Income Payments															
01/09/17	01/07/17	3133EFK30	AGCY BULET	FFCB	0.770	07/07/17				0.00	26,950.00	26,950.00			
01/29/17	01/28/17	3137EADJ5	AGCY BULET	FHLMC	1.000	07/28/17				0.00	10,000.00	10,000.00			
01/31/17	01/31/17	912828SC5	TREAS NOTE	U.S. Treasury	0.875	01/31/17				0.00	39,375.00	39,375.00			
02/13/17	02/13/17	3130A4AQ5	AGCY BULET	FHLB	0.750	02/13/17				0.00	33,750.00	33,750.00			
03/08/17	03/08/17	3137EADC0	AGCY BULET	FHLMC	1.000	03/08/17				0.00	30,000.00	30,000.00			
03/20/17	03/18/17	3134G3J68	AGCY BULET	FHLMC	0.900	09/18/17				0.00	18,000.00	18,000.00			
Total for: Income Payments										**0.00**	**158,075.00**	**158,075.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2015 CO BONDS															
Maturities															
01/18/17	01/18/17	3130A7T62	AGCY BULET	FHLB	0.550	01/18/17		6,000,000.00	100.000	6,000,000.00	24,750.00	6,024,750.00		0.570	
02/15/17	02/15/17	742651DN9	AGCY BULET	PEFCO	1.375	02/15/17		3,025,000.00	100.000	3,025,000.00	0.00	3,025,000.00		0.673	
03/15/17	03/15/17	48306AQF7	CP - DISC	Kaiser Foundation Hospital		03/15/17		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		1.106	
03/29/17	03/29/17	3130A7N84	AGCY BULET	FHLB	0.625	03/29/17		6,000,000.00	100.000	6,000,000.00	0.00	6,000,000.00		0.691	
03/30/17	03/30/17	48306AQW0	CP - DISC	Kaiser Foundation Hospital		03/30/17		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		1.055	
Total for: Maturities								**32,025,000.00**		**32,025,000.00**	**24,750.00**	**32,049,750.00**		**0.873**	
Purchases															
01/30/17	01/31/17	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18		6,000,000.00	100.058	6,003,504.00	4,680.00	6,008,184.00		0.990	0.990
03/30/17	03/31/17	46640PZN6	CP - DISC	J.P.Morgan Sec		12/22/17		8,000,000.00	98.921	7,913,697.78	0.00	7,913,697.78		1.476	1.476
Total for: Purchases								**14,000,000.00**		**13,917,201.78**	**4,680.00**	**13,921,881.78**		**1.268**	**1.268**
Income Payments															
02/15/17	02/15/17	742651DN9	AGCY BULET	PEFCO	1.375	02/15/17				0.00	20,796.88	20,796.88			
03/29/17	03/29/17	3130A7N84	AGCY BULET	FHLB	0.625	03/29/17				0.00	18,750.00	18,750.00			
Total for: Income Payments										**0.00**	**39,546.88**	**39,546.88**			
Conservation Fund															
Purchases															
02/03/17	02/06/17	3130A8PK3	AGCY BULET	FHLB	0.625	08/07/18		1,500,000.00	99.325	1,489,875.00	4,661.46	1,494,536.46		1.079	1.079
Total for: Purchases								**1,500,000.00**		**1,489,875.00**	**4,661.46**	**1,494,536.46**		**1.079**	**1.079**
Income Payments															
02/07/17	02/07/17	3130A8PK3	AGCY BULET	FHLB	0.625	08/07/18				0.00	4,687.50	4,687.50			
Total for: Income Payments										**0.00**	**4,687.50**	**4,687.50**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Future Environmental Liability															
Purchases															
03/07/17	03/08/17	46640PZ14	CP - DISC	J.P.Morgan Sec		12/01/17		1,500,000.00	98.958	1,484,366.67	0.00	1,484,366.67		1.415	1.415
Total for: Purchases								**1,500,000.00**		**1,484,366.67**	**0.00**	**1,484,366.67**		**1.415**	**1.415**
General Fund															
Maturities															
02/27/17	02/27/17	46640PPT4	CP - DISC	J.P.Morgan Sec		02/27/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.119	
Total for: Maturities								**7,000,000.00**		**7,000,000.00**	**0.00**	**7,000,000.00**		**1.119**	
Purchases															
01/05/17	01/06/17	89233GX35	CP - DISC	Toyota Mtr Cr		10/03/17		8,000,000.00	99.018	7,921,400.00	0.00	7,921,400.00		1.323	1.323
01/05/17	01/06/17	46640PX24	CP - DISC	J.P.Morgan Sec		10/02/17		3,000,000.00	98.954	2,968,616.67	0.00	2,968,616.67		1.415	1.415
02/14/17	02/15/17	66844CTE4	CP - DISC	Northwestern Univ		06/14/17		5,000,000.00	99.679	4,983,968.06	0.00	4,983,968.06		0.973	0.973
02/16/17	02/17/17	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19		2,000,000.00	106.019	2,120,380.00	36,944.44	2,157,324.44		1.424	1.424
02/23/17	02/27/17	36164JWS9	CP - DISC	GE Capital Treasury		09/26/17		7,000,000.00	99.355	6,954,869.44	0.00	6,954,869.44		1.107	1.107
02/24/17	02/27/17	74081JTU9	CP - DISC	Harvard Univ		06/28/17		2,000,000.00	99.681	1,993,613.89	0.00	1,993,613.89		0.953	0.953
03/14/17	03/15/17	92181NW11	CP - DISC	Vanderbilt Univ		09/01/17		7,000,000.00	99.433	6,960,333.33	0.00	6,960,333.33		1.207	1.207
Total for: Purchases								**34,000,000.00**		**33,903,181.39**	**36,944.44**	**33,940,125.83**		**1.195**	**1.195**
Income Payments															
01/31/17	01/31/17	912828XP0	TREAS NOTE	U.S. Treasury	0.625	07/31/17				0.00	15,625.00	15,625.00			
02/28/17	02/28/17	3133EFEU7	AGCY BULET	FFCB	0.780	08/28/17				0.00	11,700.00	11,700.00			
03/09/17	03/09/17	313378A43	AGCY BULET	FHLB	1.375	03/09/18				0.00	34,375.00	34,375.00			
03/15/17	03/15/17	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19				0.00	43,750.00	43,750.00			
03/28/17	03/28/17	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18				0.00	31,625.00	31,625.00			
03/30/17	03/30/17	3134G7M73	AGCY CALL	FHLMC	1.000	03/30/18				0.00	25,000.00	25,000.00			
Total for: Income Payments										**0.00**	**162,075.00**	**162,075.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Passthrough Toll Reimb															
Income Payments															
03/08/17	03/08/17	313380EC7	AGCY BULET	FHLB	0.750	09/08/17				0.00	32,306.25	32,306.25			
03/22/17	03/22/17	3133EDVU3	AGCY BULET	FFCB	1.125	09/22/17				0.00	20,233.13	20,233.13			
Total for: Income Payments										0.00	52,539.38	52,539.38			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	93,214,000.00	93,238,750.00		0.878	
Total Purchases	95,000,000.00	94,729,268.18		1.186	1.186
Total Income Payments	0.00	416,923.76			

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CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
46640PT94	09/14/16	CP - DISC	J.P.Morgan Sec 0.000 06/09/17		10,000,000.00	99.159	9,915,877.78	28,250.00	62,463.92	21,658.30	9,978,341.70
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		5,000,000.00	99.017	4,950,863.89	16,625.00	20,873.61	28,262.50	4,971,737.50
Total for 2013 Park Bond					15,000,000.00		14,866,741.67	44,875.00	83,337.53	49,920.80	14,950,079.20
2013 Road Bond											
912828SC5	02/18/16	TREAS NOTE	U.S. Treasury 0.875 01/31/17		0.00	100.281	0.00	(2,174.13)	0.00	0.00	0.00
3130A4AQ5	02/09/16	AGCY BULET	FHLB 0.750 02/13/17		0.00	100.111	0.00	(1,154.70)	0.00	0.00	0.00
48306AQ75	08/11/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17		0.00	99.393	0.00	28,621.35	0.00	0.00	0.00
3137EADC0	02/22/16	AGCY BULET	FHLMC 1.000 03/08/17		0.00	100.373	0.00	(3,995.58)	0.00	0.00	0.00
48306AQF7	09/07/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17		0.00	99.423	0.00	15,819.13	0.00	0.00	0.00
89233GQQ2	06/30/16	CP - DISC	Toyota Mtr Cr 0.000 03/24/17		0.00	99.310	0.00	16,946.64	0.00	0.00	0.00
89233GRB4	07/15/16	CP - DISC	Toyota Mtr Cr 0.000 04/11/17		8,000,000.00	99.213	7,937,000.00	21,000.00	60,666.64	2,333.36	7,997,666.64
3135G0JA2	02/22/16	AGCY BULET	FNMA 1.125 04/27/17		7,000,000.00	100.509	7,035,651.00	(7,570.64)	(33,463.92)	(2,187.08)	7,002,187.08
46640PS95	11/10/16	CP - DISC	J.P.Morgan Sec 0.000 05/09/17		4,500,000.00	99.480	4,476,600.00	11,700.00	18,459.99	4,940.01	4,495,059.99
3130A5EP0	03/03/16	AGCY BULET	FHLB 0.625 05/30/17		7,000,000.00	99.762	6,983,340.00	3,362.24	14,455.84	2,204.16	6,997,795.84
313379FW4	02/18/16	AGCY BULET	FHLB 1.000 06/09/17		2,560,000.00	100.332	2,568,499.20	(1,630.01)	(7,267.64)	(1,231.56)	2,561,231.56
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec 0.000 06/12/17		3,000,000.00	99.423	2,982,696.67	8,700.00	10,343.33	6,960.00	2,993,040.00
3133EEX62	02/18/16	AGCY BULET	FFCB 0.800 06/16/17		4,500,000.00	100.060	4,502,700.00	(511.43)	(2,273.85)	(426.15)	4,500,426.15
46640PTL7	09/26/16	CP - DISC	J.P.Morgan Sec 0.000 06/20/17		5,000,000.00	99.162	4,958,095.83	14,125.00	29,348.62	12,555.55	4,987,444.45
3133EFK30	03/10/16	AGCY BULET	FFCB 0.770 07/07/17		7,000,000.00	99.882	6,991,726.00	1,568.49	6,600.51	1,673.49	6,998,326.51
89233GU79	10/11/16	CP - DISC	Toyota Mtr Cr 0.000 07/07/17		9,000,000.00	99.051	8,914,592.50	28,575.00	54,610.04	30,797.46	8,969,202.54
3137EADJ5	03/10/16	AGCY BULET	FHLMC 1.000 07/28/17		2,000,000.00	100.173	2,003,450.00	(625.80)	(2,635.42)	(814.58)	2,000,814.58
48306AVF1	03/22/17	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17		4,000,000.00	99.517	3,980,695.56	1,322.20	1,322.20	17,982.24	3,982,017.76
89233GVX1	12/05/16	CP - DISC	Toyota Mtr Cr 0.000 08/31/17		4,000,000.00	99.073	3,962,937.78	12,400.00	16,119.98	20,942.24	3,979,057.76
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		5,000,000.00	99.017	4,950,863.89	16,625.00	20,873.61	28,262.50	4,971,737.50
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		7,000,000.00	99.433	6,960,333.33	3,966.67	3,966.67	35,700.00	6,964,300.00
3134G3J68	03/03/16	AGCY BULET	FHLMC 0.900 09/18/17		4,000,000.00	99.992	3,999,680.00	51.44	224.20	95.80	3,999,904.20
46640PZ14	03/07/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		5,000,000.00	98.954	4,947,694.44	4,861.11	4,861.11	47,444.45	4,952,555.55
742651DK5	10/04/16	AGCY BULET	PEFCO 2.250 12/15/17		5,955,000.00	101.701	6,056,294.55	(21,132.56)	(41,480.62)	(59,813.93)	6,014,813.93
89233GZF6	03/24/17	CP - DISC	Toyota Mtr Cr 0.000 12/15/17		4,000,000.00	98.995	3,959,804.44	1,208.88	1,208.88	38,986.68	3,961,013.32
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury 0.750 02/28/18		6,000,000.00	99.652	5,979,140.63	1,332.91	1,332.91	19,526.46	5,980,473.54

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CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Road Bond											
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		9,000,000.00	100.058	9,005,256.00	(753.93)	(753.93)	(4,502.07)	9,004,502.07
313379DT3	02/13/17	AGCY BULET	FHLB 1.250 06/08/18		9,000,000.00	100.300	9,027,000.00	(2,704.14)	(2,704.14)	(24,295.86)	9,024,295.86
Total for 2013 Road Bond					**122,515,000.00**		**122,184,051.82**	**149,933.14**	**153,815.01**	**177,133.17**	**122,337,866.83**
2015 CO BONDS											
3130A7T62	04/18/16	AGCY BULET	FHLB 0.550 01/18/17		0.00	99.985	0.00	55.62	0.00	0.00	0.00
742651DN9	04/18/16	AGCY BULET	PEFCO 1.375 02/15/17		0.00	100.577	0.00	(2,588.25)	0.00	0.00	0.00
48306AQF7	09/06/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17		0.00	99.419	0.00	17,844.48	0.00	0.00	0.00
3130A7N84	03/30/16	AGCY BULET	FHLB 0.625 03/29/17		0.00	99.935	0.00	957.60	0.00	0.00	0.00
48306AQW0	10/03/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/30/17		0.00	99.481	0.00	23,100.03	0.00	0.00	0.00
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec 0.000 06/12/17		3,000,000.00	99.423	2,982,696.67	8,700.00	10,343.33	6,960.00	2,993,040.00
46640PZN6	03/31/17	CP - DISC	J.P.Morgan Sec 0.000 12/22/17		8,000,000.00	98.921	7,913,697.78	324.46	324.46	85,977.76	7,914,022.24
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		6,000,000.00	100.058	6,003,504.00	(502.62)	(502.62)	(3,001.38)	6,003,001.38
Total for 2015 CO BONDS					**17,000,000.00**		**16,899,898.45**	**47,891.32**	**10,165.17**	**89,936.38**	**16,910,063.62**
Conservation Fund											
3130A8PK3	02/06/17	AGCY BULET	FHLB 0.625 08/07/18		1,500,000.00	99.325	1,489,875.00	1,023.84	1,023.84	9,101.16	1,490,898.84
Total for Conservation Fund					**1,500,000.00**		**1,489,875.00**	**1,023.84**	**1,023.84**	**9,101.16**	**1,490,898.84**
Future Environmental Liability											
46640PZ14	03/08/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		1,500,000.00	98.958	1,484,366.67	1,400.00	1,400.00	14,233.33	1,485,766.67
Total for Future Environmental Liability					**1,500,000.00**		**1,484,366.67**	**1,400.00**	**1,400.00**	**14,233.33**	**1,485,766.67**

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CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund											
46640PPT4	06/06/16	CP - DISC	J.P.Morgan Sec 0.000 02/27/17		0.00	99.180	0.00	12,302.50	0.00	0.00	0.00
3133EFKR7	10/30/15	AGCY BULET	FFCB 0.500 04/21/17		5,000,000.00	99.899	4,994,935.00	860.75	4,873.75	191.25	4,999,808.75
66844CTE4	02/15/17	CP - DISC	Northwestern Univ 0.000 06/14/17		5,000,000.00	99.679	4,983,968.06	6,062.49	6,062.49	9,969.45	4,990,030.55
74081JTU9	02/27/17	CP - DISC	Harvard Univ 0.000 06/28/17		2,000,000.00	99.681	1,993,613.89	1,741.67	1,741.67	4,644.44	1,995,355.56
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury 0.625 07/31/17		5,000,000.00	99.715	4,985,742.19	2,058.95	11,470.96	2,786.85	4,997,213.15
89233GVQ6	12/22/16	CP - DISC	Toyota Mtr Cr 0.000 08/24/17		10,000,000.00	99.143	9,914,250.00	31,500.00	35,000.00	50,750.00	9,949,250.00
3133EFEU7	08/31/16	AGCY BULET	FFCB 0.780 08/28/17		3,000,000.00	100.080	3,002,400.00	(574.50)	(1,302.90)	(1,097.10)	3,001,097.10
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		7,000,000.00	99.433	6,960,333.33	3,966.67	3,966.67	35,700.00	6,964,300.00
46640PWB5	12/16/16	CP - DISC	J.P.Morgan Sec 0.000 09/11/17		8,000,000.00	98.954	7,916,311.11	28,000.00	32,977.77	50,711.12	7,949,288.88
36164JWS9	02/27/17	CP - DISC	GE Capital Treasury 0.000 09/26/17		7,000,000.00	99.355	6,954,869.44	7,058.33	7,058.33	38,072.23	6,961,927.77
46640PX24	01/06/17	CP - DISC	J.P.Morgan Sec 0.000 10/02/17		3,000,000.00	98.954	2,968,616.67	9,916.65	9,916.65	21,466.68	2,978,533.32
89233GX35	01/06/17	CP - DISC	Toyota Mtr Cr 0.000 10/03/17		8,000,000.00	99.018	7,921,400.00	24,744.48	24,744.48	53,855.52	7,946,144.48
3134G7V99	10/29/15	AGCY CALL	FHLMC 0.830 10/27/17	04/27/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
313378A43	10/29/15	AGCY BULET	FHLB 1.375 03/09/18		5,000,000.00	101.332	5,066,617.00	(7,057.95)	(39,973.20)	(26,643.80)	5,026,643.80
3134G7M73	09/30/15	AGCY CALL	FHLMC 1.000 03/30/18	06/30/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
8827234A4	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18		2,000,000.00	105.775	2,115,500.00	(20,339.34)	(33,672.90)	(81,827.10)	2,081,827.10
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18	05/11/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	06/28/17	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	525.35	2,973.55	3,346.45	4,996,653.55
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(6,972.34)	(6,972.34)	(113,407.66)	2,113,407.66
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19	01/24/17	7,000,000.00	99.841	6,988,870.00	1,104.32	1,852.83	9,277.17	6,990,722.83
Total for General Fund					**109,500,000.00**		**109,381,486.69**	**94,898.03**	**60,717.81**	**57,795.50**	**109,442,204.50**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Passthrough Toll Reimb											
3130A7YB5	05/04/16	AGCY BULET	FHLB 0.625 05/04/17		4,800,000.00	99.972	4,798,665.60	334.17	1,211.90	122.50	4,799,877.50
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		7,000,000.00	100.055	7,003,850.00	(661.50)	(3,350.20)	(499.80)	7,000,499.80
313380EC7	06/20/16	AGCY BULET	FHLB 0.750 09/08/17		8,615,000.00	100.081	8,621,978.15	(1,436.46)	(4,465.84)	(2,512.31)	8,617,512.31
3133EDVU3	06/20/16	AGCY BULET	FFCB 1.125 09/22/17		3,597,000.00	100.546	3,616,639.62	(3,910.33)	(12,187.03)	(7,452.59)	3,604,452.59
Total for Passthrough Toll Reimb					**24,012,000.00**		**24,041,133.37**	**(5,674.12)**	**(18,791.17)**	**(10,342.20)**	**24,022,342.20**
Road and Bridge General											
48306AR33	11/21/16	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17		5,000,000.00	99.645	4,982,266.67	12,000.00	17,466.68	266.65	4,999,733.35
89233GSS6	09/02/16	CP - DISC	Toyota Mtr Cr 0.000 05/26/17		3,000,000.00	99.128	2,973,843.33	8,850.00	20,748.33	5,408.34	2,994,591.66
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		3,000,000.00	100.055	3,001,650.00	(283.50)	(1,435.80)	(214.20)	3,000,214.20
89233GUR5	10/28/16	CP - DISC	Toyota Mtr Cr 0.000 07/25/17		5,000,000.00	99.093	4,954,625.00	15,125.00	26,048.60	19,326.40	4,980,673.60
Total for Road and Bridge General					**16,000,000.00**		**15,912,385.00**	**35,691.50**	**62,827.81**	**24,787.19**	**15,975,212.81**
Tobacco Funds											
46640PSQ7	09/02/16	CP - DISC	J.P.Morgan Sec 0.000 05/24/17		2,000,000.00	99.237	1,984,746.67	5,200.00	12,191.11	3,062.22	1,996,937.78
Total for Tobacco Funds					**2,000,000.00**		**1,984,746.67**	**5,200.00**	**12,191.11**	**3,062.22**	**1,996,937.78**
Total for Williamson County					**309,027,000.00**		**308,244,685.34**	**375,238.71**	**366,687.11**	**415,627.55**	**308,611,372.45**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Park Bond						
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	06/09/17	0.00	10,000,000.00	10,000,000.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	09/01/17	0.00	5,000,000.00	5,000,000.00
Total for 2013 Park Bond				**0.00**	**15,000,000.00**	**15,000,000.00**
2013 Road Bond						
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	04/04/17	23,400.00	0.00	23,400.00
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	04/11/17	0.00	8,000,000.00	8,000,000.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	04/27/17	39,375.00	7,000,000.00	7,039,375.00
46640PS95	CP - DISC	J.P.Morgan Sec 0.000 05/09/17	05/09/17	0.00	4,500,000.00	4,500,000.00
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	05/30/17	21,875.00	7,000,000.00	7,021,875.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	06/08/17	56,250.00	0.00	56,250.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	06/09/17	12,800.00	2,560,000.00	2,572,800.00
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	06/12/17	0.00	3,000,000.00	3,000,000.00
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	06/15/17	66,993.75	0.00	66,993.75
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	06/16/17	18,000.00	4,500,000.00	4,518,000.00
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	06/20/17	0.00	5,000,000.00	5,000,000.00
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	07/07/17	26,950.00	7,000,000.00	7,026,950.00
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	07/07/17	0.00	9,000,000.00	9,000,000.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	07/28/17	10,000.00	2,000,000.00	2,010,000.00
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	08/15/17	0.00	4,000,000.00	4,000,000.00
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	08/31/17	0.00	4,000,000.00	4,000,000.00
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	08/31/17	22,500.00	0.00	22,500.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	09/01/17	0.00	5,000,000.00	5,000,000.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	09/01/17	0.00	7,000,000.00	7,000,000.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	09/18/17	18,000.00	4,000,000.00	4,018,000.00
Total for 2013 Road Bond				**316,143.75**	**83,560,000.00**	**83,876,143.75**
2015 CO BONDS						
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	04/04/17	15,600.00	0.00	15,600.00
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	06/12/17	0.00	3,000,000.00	3,000,000.00
Total for 2015 CO BONDS				**15,600.00**	**3,000,000.00**	**3,015,600.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Conservation Fund						
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	08/07/17	4,687.50	0.00	4,687.50
Total for Conservation Fund				**4,687.50**	**0.00**	**4,687.50**
General Fund						
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	04/01/17	24,625.00	0.00	24,625.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	04/01/17	41,388.88	0.00	41,388.88
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	04/21/17	12,500.00	5,000,000.00	5,012,500.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	04/24/17	37,450.00	0.00	37,450.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	04/27/17	20,750.00	0.00	20,750.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	04/29/17	23,250.00	0.00	23,250.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	05/11/17	25,000.00	0.00	25,000.00
66844CTE4	CP - DISC	Northwestern Univ 0.000 06/14/17	06/14/17	0.00	5,000,000.00	5,000,000.00
74081JTU9	CP - DISC	Harvard Univ 0.000 06/28/17	06/28/17	0.00	2,000,000.00	2,000,000.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	07/31/17	15,625.00	5,000,000.00	5,015,625.00
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	08/24/17	0.00	10,000,000.00	10,000,000.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	08/28/17	11,700.00	3,000,000.00	3,011,700.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	09/01/17	0.00	7,000,000.00	7,000,000.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	09/09/17	34,375.00	0.00	34,375.00
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	09/11/17	0.00	8,000,000.00	8,000,000.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	09/15/17	43,750.00	0.00	43,750.00
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	09/26/17	0.00	7,000,000.00	7,000,000.00
Total for General Fund				**290,413.88**	**52,000,000.00**	**52,290,413.88**
Passthrough Toll Reimb						
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	05/04/17	15,000.00	4,800,000.00	4,815,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	06/09/17	35,000.00	7,000,000.00	7,035,000.00
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	09/08/17	32,306.25	8,615,000.00	8,647,306.25
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	09/22/17	20,233.12	3,597,000.00	3,617,233.12
Total for Passthrough Toll Reimb				**102,539.37**	**24,012,000.00**	**24,114,539.37**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Road and Bridge General						
48306AR33	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17	04/03/17	0.00	5,000,000.00	5,000,000.00
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	05/26/17	0.00	3,000,000.00	3,000,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	06/09/17	15,000.00	3,000,000.00	3,015,000.00
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	07/25/17	0.00	5,000,000.00	5,000,000.00
Total for Road and Bridge General				**15,000.00**	**16,000,000.00**	**16,015,000.00**
Tobacco Funds						
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	05/24/17	0.00	2,000,000.00	2,000,000.00
Total for Tobacco Funds				**0.00**	**2,000,000.00**	**2,000,000.00**

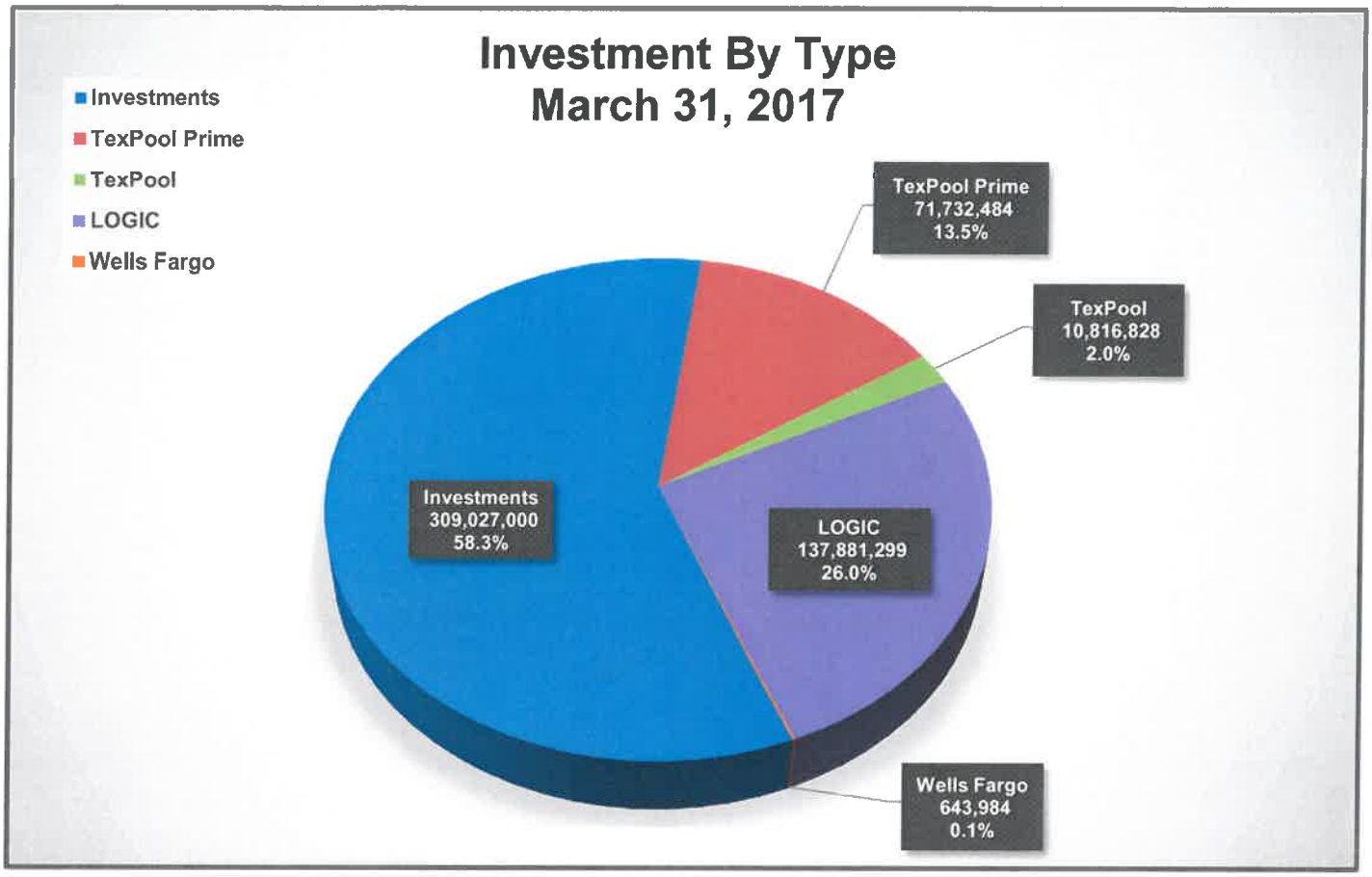
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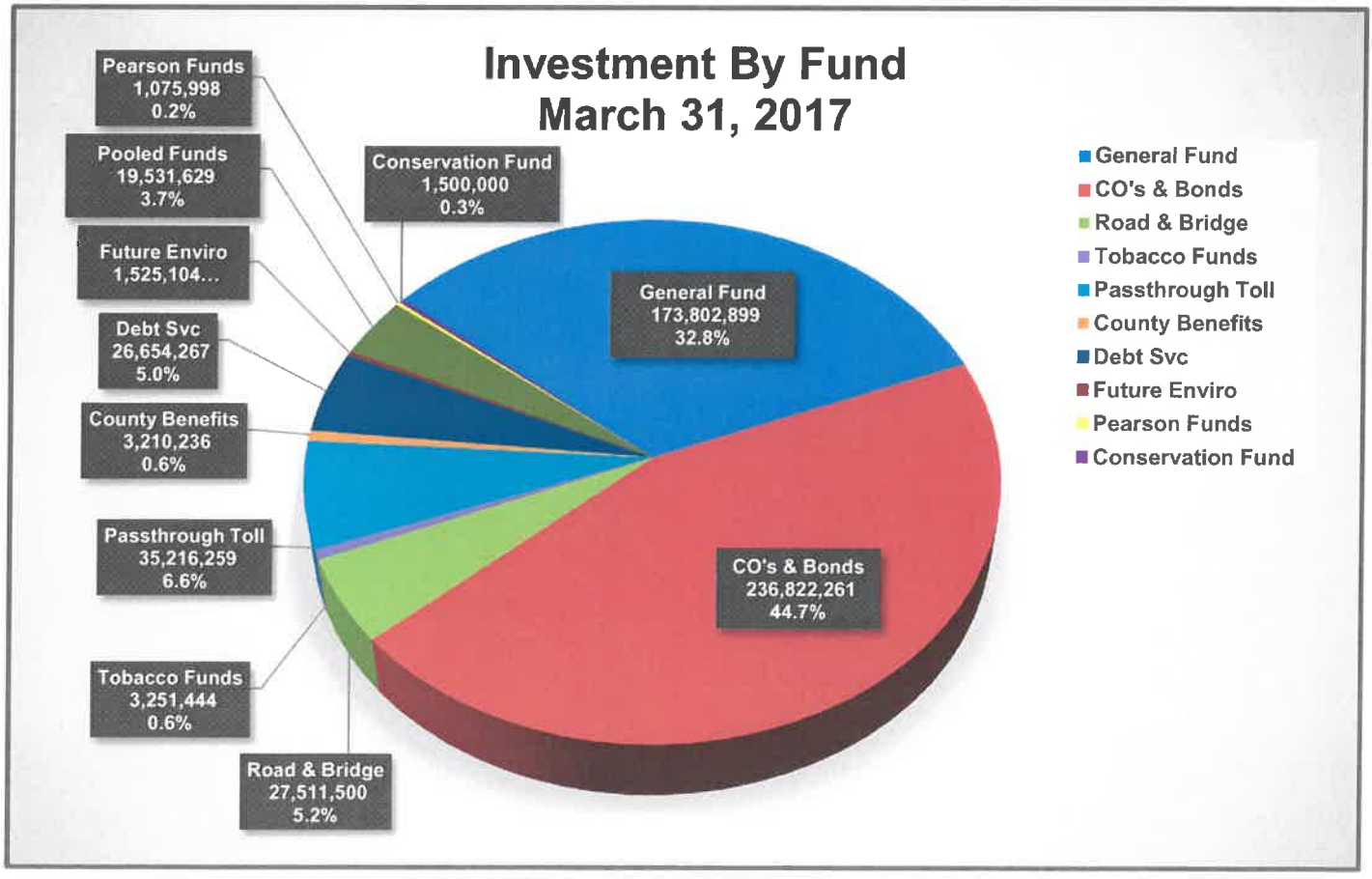
Williamson County

Projected Cash Flows

Cash Flows for next 180 days from 03/31/2017

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			April 2017	238,338.88	25,000,000.00	25,238,338.88
			May 2017	61,875.00	21,300,000.00	21,361,875.00
			June 2017	204,043.75	45,060,000.00	45,264,043.75
			July 2017	52,575.00	28,000,000.00	28,052,575.00
			August 2017	38,887.50	21,000,000.00	21,038,887.50
			September 2017	148,664.37	55,212,000.00	55,360,664.37
		Total Projected Cash Flows for Williamson County		**744,384.50**	**195,572,000.00**	**196,316,384.50**


Investment By Type
March 31, 2017
Investments
TexPool Prime
TexPool
LOGIC
Wells Fargo
TexPool Prime
71,732,484
13.5%
TexPool
10,816,828
2.0%
Investments
309,027,000
58.3%
LOGIC
137,881,299
26.0%
Wells Fargo
643,984
0.1%


Investment By Fund
March 31, 2017
Pearson Funds
1,075,998
0.2%
Pooled Funds
19,531,629
3.7%
Future Enviro
1,525,104...
Debt Svc
26,654,267
5.0%
County Benefits
3,210,236
0.6%
Passthrough Toll
35,216,259
6.6%
Tobacco Funds
3,251,444
0.6%
Road & Bridge
27,511,500
5.2%
Conservation Fund
1,500,000
0.3%
General Fund
173,802,899
32.8%
CO's & Bonds
236,822,261
44.7%
General Fund
CO's & Bonds
Road & Bridge
Tobacco Funds
Passthrough Toll
County Benefits
Debt Svc
Future Enviro
Pearson Funds
Conservation Fund

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Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

June 30, 2017

Prepared by
FirstSouthwest Asset Management

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

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MARKET RECAP -JUNE 2017:

Most of the major economic indicators released during June came in below expectations, but despite the widespread softness in data the Fed plowed ahead with the second rate hike of the year. Non-farm payrolls for May increased by just +138k, short of forecasts for a gain of +182k, but the even bigger surprise was a -66k downward revision to the prior two months. Average payroll growth over the last three months now stands at +121k. By comparison, the monthly average for 2014 was +250k, while 2015 and 2016 averaged +226k and +187k respectively. The unemployment rate fell to a 16-year low of 4.3%, so perhaps some slowing in job growth should be expected as it becomes more difficult for employers to find qualified candidates. That idea was supported by the Job Openings and Labor Turnover (JOLT) survey which showed job openings had risen to the highest level in the 17-year history of the series.

Turning to other data, vehicle sales missed forecasts again, slipping to a 16.6 million unit annual pace. The ISM manufacturing index rose a tenth to 54.9 while the non-manufacturing index fell from 57.5 to 56.9, both still indicating growth. Retail sales fell by -0.3% during May on widespread weakness. Inflation moderated further with the headline consumer price index declining -0.1% and the core rate advancing just +0.1%, both below forecasts. That took year-over-year CPI down from +2.2% to +1.9% and core CPI from +1.9% to +1.7%. The Fed's preferred core PCE index slowed to +1.4% year-over-year through May, well off the +1.8% pace reached four months ago. With oil tumbling to $43 during June, there is little reason to expect a quick rebound in these inflation figures. Wrapping up the key economic data, durable goods orders fell -1.1% in May while the final revision to first quarter GDP brought growth up to +1.4%.

The once data dependent Fed managed to shrug off the weakening inflation trend, calling it "transitory" and perhaps focusing more on the rising stock markets which continued their march into record territory. On June 14th, the FOMC voted to raise the overnight fed funds target by 25 basis points to a range of 1.00% to 1.25%. Oddly, the 10-year Treasury note yield fell to 2.13% on the same day, its lowest level this year. This suggests the market doesn't perceive inflation as a threat and isn't buying the Fed's latest dot plot, which calls for another rate hike this year and three in 2018. Rates drifted higher through the remainder of June, spurred on by hints from European Central Bank President Mario Draghi during the final week of the month that the ECB could be nearing the end of its quantitative easing program. The two-year Treasury note yield closed the month at 1.38%, its high for the year, while the 10-year rose to 2.30%.

For the Quarter Ended

June 30, 2017

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

Name: D. Scott Heselmeyer Title: County Treasurer

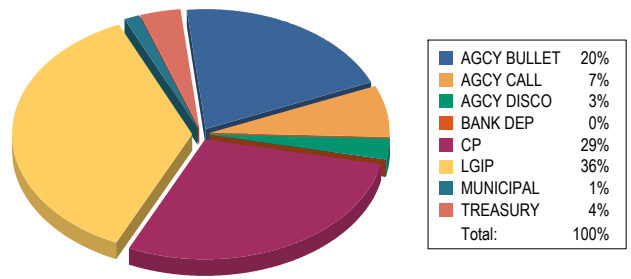
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Williamson County
Executive Summary
As of 06/30/17

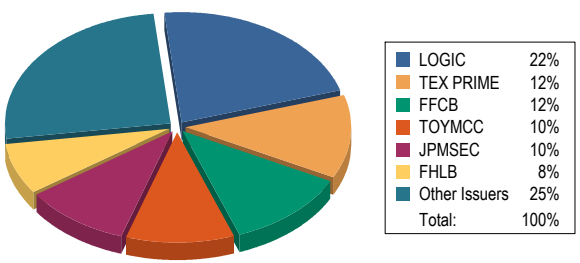
Account Summary

	Beginning Values as of 03/31/17	Ending Values as of 06/30/17
Par Value	530,101,595.88	490,886,154.73
Market Value	529,478,091.91	490,165,512.05
Book Value	529,685,968.33	490,466,886.98
Unrealized Gain /(Loss)	(207,876.42)	(301,374.93)
Market Value %	**99.96%**	**99.94%**
Weighted Avg. YTW	1.022%	1.140%
Weighted Avg. YTM	1.022%	1.140%

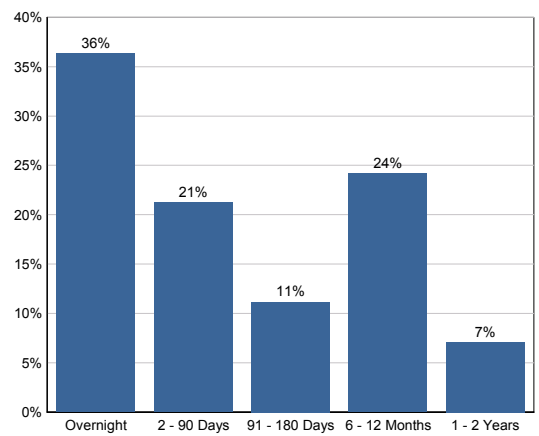
Allocation by Security Type



Allocation by Issuer

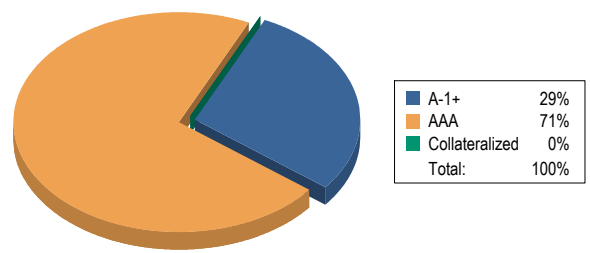


Maturity Distribution %



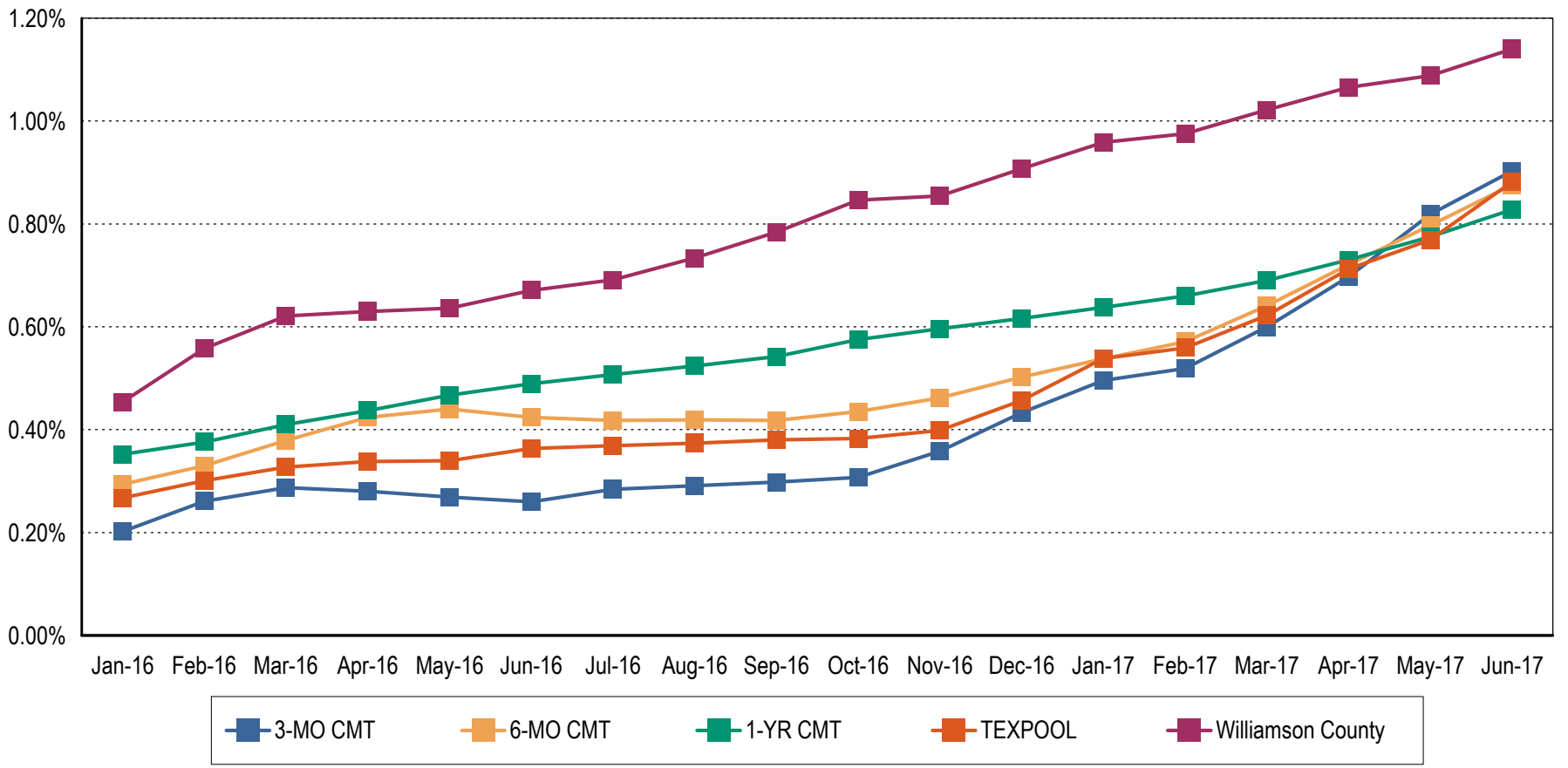
Weighted Average Days to Maturity: 131

Credit Quality



FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Benchmark Comparison
As of 06/30/2017



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

Williamson County
Detail of Security Holdings
As of 06/30/2017

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					12,706,534.16	100.000	12,706,534.16	12,706,534.16	100.000	12,706,534.16	1		1.133	1.133
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec		09/01/17			5,000,000.00	99.017	4,950,863.89	4,988,547.20	99.790	4,989,475.00	63		1.343	1.343
92181NYF8	04/13/17	CP - DISC	Vanderbilt Univ		11/15/17			5,000,000.00	99.262	4,963,100.00	4,976,595.85	99.521	4,976,040.00	138		1.239	1.239
46640QC25	06/09/17	CP - DISC	J.P.Morgan Sec		03/02/18			5,000,000.00	98.958	4,947,908.33	4,952,216.65	99.000	4,949,980.00	245		1.425	1.425
Total for 2013 Park Bond								**27,706,534.16**	**99.503**	**27,568,406.38**	**27,623,893.86**	**99.696**	**27,622,029.16**	**81**		**1.243**	**1.243**
2013 Road Bond																	
LOGIC		LGIP	LOGIC					29,495,025.92	100.000	29,495,025.92	29,495,025.92	100.000	29,495,025.92	1		1.133	1.133
3133EFK30	03/10/16	AGCY BULET	FFCB	0.770	07/07/17			7,000,000.00	99.882	6,991,726.00	6,999,895.42	99.996	6,999,692.00	7		0.860	0.860
89233GU79	10/11/16	CP - DISC	Toyota Mtr Cr		07/07/17			9,000,000.00	99.051	8,914,592.50	8,998,094.97	99.980	8,998,173.00	7		1.282	1.282
3137EADJ5	03/10/16	AGCY BULET	FHLMC	1.000	07/28/17			2,000,000.00	100.173	2,003,450.00	2,000,187.98	99.996	1,999,930.00	28		0.874	0.874
48306AVF1	03/22/17	CP - DISC	Kaiser Foundation Hospital		08/15/17			4,000,000.00	99.517	3,980,695.56	3,994,050.00	99.849	3,993,968.00	46		1.196	1.196
89233GVX1	12/05/16	CP - DISC	Toyota Mtr Cr		08/31/17			4,000,000.00	99.073	3,962,937.78	3,991,595.56	99.805	3,992,208.00	62		1.252	1.252
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec		09/01/17			5,000,000.00	99.017	4,950,863.89	4,988,547.20	99.790	4,989,475.00	63		1.343	1.343
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ		09/01/17			7,000,000.00	99.433	6,960,333.33	6,985,533.31	99.790	6,985,300.00	63		1.207	1.207
3134G3J68	03/03/16	AGCY BULET	FHLMC	0.900	09/18/17			4,000,000.00	99.992	3,999,680.00	3,999,955.84	99.967	3,998,696.00	80		0.905	0.905
46640PZ14	03/07/17	CP - DISC	J.P.Morgan Sec		12/01/17			5,000,000.00	98.954	4,947,694.44	4,970,250.00	99.401	4,970,055.00	154		1.415	1.415
742651DK5	10/04/16	AGCY BULET	PEFCO	2.250	12/15/17			5,955,000.00	101.701	6,056,294.55	5,993,665.93	100.394	5,978,444.84	168		0.819	0.819
89233GZF6	03/24/17	CP - DISC	Toyota Mtr Cr		12/15/17			4,000,000.00	98.995	3,959,804.44	3,974,764.44	99.393	3,975,732.00	168		1.374	1.374
89233HA46	04/11/17	CP - DISC	Toyota Mtr Cr		01/04/18			8,000,000.00	99.002	7,920,195.56	7,944,315.52	99.274	7,941,928.00	188		1.354	1.354
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury	0.750	02/28/18			6,000,000.00	99.652	5,979,140.63	5,985,747.12	99.688	5,981,250.00	243		1.109	1.109
46640QC58	06/12/17	CP - DISC	J.P.Morgan Sec		03/05/18			5,000,000.00	98.958	4,947,908.33	4,951,629.15	99.005	4,950,230.00	248		1.425	1.425
46640QCL3	06/26/17	CP - DISC	J.P.Morgan Sec		03/20/18			5,000,000.00	98.895	4,944,745.83	4,945,780.55	98.875	4,943,745.00	263		1.507	1.507
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			9,000,000.00	100.058	9,005,256.00	9,003,388.68	99.899	8,990,928.00	278		0.990	0.990
912828QG8	04/27/17	TREAS NOTE	U.S. Treasury	2.625	04/30/18			7,000,000.00	101.504	7,105,273.44	7,086,874.27	101.078	7,075,467.00	304		1.121	1.121
313379DT3	02/13/17	AGCY BULET	FHLB	1.250	06/08/18			9,000,000.00	100.300	9,027,000.00	9,019,213.65	99.962	8,996,589.00	343		1.020	1.020
Total for 2013 Road Bond								**135,450,025.92**	**99.784**	**135,152,618.20**	**135,328,515.51**	**99.859**	**135,256,836.76**	**128**		**1.157**	**1.157**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2015 CO BONDS																	
LOGIC		LGIP	LOGIC					35,076,095.55	100.000	35,076,095.55	35,076,095.55	100.000	35,076,095.55	1		1.133	1.133
46640PZN6	03/31/17	CP - DISC	J.P.Morgan Sec		12/22/17			8,000,000.00	98.921	7,913,697.78	7,943,546.64	99.338	7,947,072.00	175		1.476	1.476
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			6,000,000.00	100.058	6,003,504.00	6,002,259.12	99.899	5,993,952.00	278		0.990	0.990
3135G0WJ8	06/12/17	AGCY BULET	FNMA	0.875	05/21/18			3,000,000.00	99.668	2,990,040.00	2,990,596.77	99.657	2,989,710.00	325		1.231	1.231
Total for 2015 CO BONDS								**52,076,095.55**	**99.823**	**51,983,337.33**	**52,012,498.08**	**99.868**	**52,006,829.55**	**78**		**1.175**	**1.175**
Combination Tax & Rev Series 2006 CO																	
TEXPRIME		LGIP	TexPool Prime					222,556.02	100.000	222,556.02	222,556.02	100.000	222,556.02	1		1.137	1.137
Total for Combination Tax & Rev Series 2006 CO								**222,556.02**	**100.000**	**222,556.02**	**222,556.02**	**100.000**	**222,556.02**	**1**		**1.137**	**1.137**
Conservation Fund																	
TEXPOOL		LGIP	TexPool					1,245,692.42	100.000	1,245,692.42	1,245,692.42	100.000	1,245,692.42	1		0.882	0.882
3130A8PK3	02/06/17	AGCY BULET	FHLB	0.625	08/07/18			1,500,000.00	99.325	1,489,875.00	1,492,574.18	99.227	1,488,403.50	403		1.079	1.079
Total for Conservation Fund								**2,745,692.42**	**99.632**	**2,735,567.42**	**2,738,266.60**	**99.579**	**2,734,095.92**	**220**		**0.989**	**0.989**
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					3,218,921.26	100.000	3,218,921.26	3,218,921.26	100.000	3,218,921.26	1		1.137	1.137
Total for County Benefits Program								**3,218,921.26**	**100.000**	**3,218,921.26**	**3,218,921.26**	**100.000**	**3,218,921.26**	**1**		**1.137**	**1.137**
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					26,262.90	100.000	26,262.90	26,262.90	100.000	26,262.90	1		0.882	0.882
TEXPRIME		LGIP	TexPool Prime					17,816,485.29	100.000	17,816,485.29	17,816,485.29	100.000	17,816,485.29	1		1.137	1.137
Total for Debt Service Fund								**17,842,748.19**	**100.000**	**17,842,748.19**	**17,842,748.19**	**100.000**	**17,842,748.19**	**1**		**1.137**	**1.137**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					25,171.60	100.000	25,171.60	25,171.60	100.000	25,171.60	1		1.137	1.137
46640PZ14	03/08/17	CP - DISC	J.P.Morgan Sec		12/01/17			1,500,000.00	98.958	1,484,366.67	1,491,075.00	99.401	1,491,016.50	154		1.415	1.415
Total for Future Environmental Liability								**1,525,171.60**	**98.975**	**1,509,538.27**	**1,516,246.60**	**99.411**	**1,516,188.10**	**151**		**1.410**	**1.410**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
General Fund																	
LOGIC		LGIP	LOGIC					18,672,232.15	100.000	18,672,232.15	18,672,232.15	100.000	18,672,232.15	1		1.133	1.133
TEXPOOL		LGIP	TexPool					1,109.96	100.000	1,109.96	1,109.96	100.000	1,109.96	1		0.882	0.882
TEXPRIME		LGIP	TexPool Prime					11,616,606.06	100.000	11,616,606.06	11,616,606.06	100.000	11,616,606.06	1		1.137	1.137
WF-CASH		BANK DEP	Wells Fargo					369,578.81	100.000	369,578.81	369,578.81	100.000	369,578.81	1		0.000	0.000
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury	0.625	07/31/17			5,000,000.00	99.715	4,985,742.19	4,999,309.05	99.980	4,999,005.00	31		0.792	0.792
89233GVQ6	12/22/16	CP - DISC	Toyota Mtr Cr		08/24/17			10,000,000.00	99.143	9,914,250.00	9,981,100.00	99.829	9,982,860.00	55		1.271	1.271
3133EFEU7	08/31/16	AGCY BULET	FFCB	0.780	08/28/17			3,000,000.00	100.080	3,002,400.00	3,000,425.40	99.949	2,998,479.00	59		0.699	0.699
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ		09/01/17			7,000,000.00	99.433	6,960,333.33	6,985,533.31	99.790	6,985,300.00	63		1.207	1.207
46640PWB5	12/16/16	CP - DISC	J.P.Morgan Sec		09/11/17			8,000,000.00	98.954	7,916,311.11	7,977,600.00	99.754	7,980,320.00	73		1.415	1.415
36164JWS9	02/27/17	CP - DISC	GE Capital Treasury		09/26/17			7,000,000.00	99.355	6,954,869.44	6,981,391.69	99.707	6,979,469.00	88		1.107	1.107
46640PX24	01/06/17	CP - DISC	J.P.Morgan Sec		10/02/17			3,000,000.00	98.954	2,968,616.67	2,989,149.99	99.684	2,990,523.00	94		1.415	1.415
89233GX35	01/06/17	CP - DISC	Toyota Mtr Cr		10/03/17			8,000,000.00	99.018	7,921,400.00	7,972,635.52	99.681	7,974,456.00	95		1.323	1.323
91514BAA1	05/02/17	CP - INT	Univ of TX	1.200	10/20/17			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.005	5,000,250.00	112		1.200	1.200
3134G7V99	10/29/15	AGCY CALL	FHLMC	0.830	10/27/17	7/27/2017	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.957	4,997,840.00	119	27	0.830	0.830
74081JYM1	06/29/17	CP - DISC	Harvard Univ		11/21/17			4,500,000.00	99.497	4,477,343.75	4,477,656.24	99.509	4,477,896.00	144		1.256	1.256
313378A43	10/29/15	AGCY BULET	FHLB	1.375	03/09/18			5,000,000.00	101.332	5,066,617.00	5,019,564.45	100.100	5,004,990.00	252		0.804	0.804
3134G7M73	09/30/15	AGCY CALL	FHLMC	1.000	03/30/18	9/30/2017	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.615	4,980,770.00	273	92	1.000	1.000
8827234A4	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO	5.000	04/01/18			2,000,000.00	105.775	2,115,500.00	2,061,415.30	103.007	2,060,140.00	275		0.882	0.882
3134G9JD0	05/17/16	AGCY CALL	FHLMC	1.000	05/11/18	8/11/2017	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.746	4,987,295.00	315	42	1.000	1.000
313379DT3	06/16/17	AGCY BULET	FHLB	1.250	06/08/18			7,000,000.00	99.977	6,998,390.00	6,998,458.67	99.962	6,997,347.00	343		1.274	1.274
742651DS8	06/28/17	AGCY BULET	PEFCO	1.875	07/15/18			1,800,000.00	100.569	1,810,236.60	1,810,156.48	100.457	1,808,224.20	380		1.326	1.326
3134G9NM5	06/28/16	AGCY CALL	FHLMC	1.150	09/28/18	9/28/2017	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	99.612	5,478,665.50	455	90	1.150	1.150
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.225	4,961,250.00	458		0.985	0.985
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,997,180.70	99.452	4,972,600.00	486		0.973	0.973
3136G1KL2	05/25/17	AGCY CALL	FNMA	1.150	10/30/18	7/30/2017	QRTLY	7,000,000.00	99.750	6,982,500.00	6,983,717.79	99.677	6,977,397.00	487	30	1.327	1.327
742651DG4	02/17/17	AGCY BULET	PEFCO	4.375	03/15/19			2,000,000.00	106.019	2,120,380.00	2,099,066.92	104.763	2,095,264.00	623		1.424	1.424
3133EGZK4	10/31/16	AGCY CALL	FFCB	1.070	04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,991,834.99	99.181	6,942,663.00	663	5	1.135	1.135
Total for General Fund								**153,459,526.98**	**99.927**	**153,336,967.07**	**153,485,723.48**	**99.896**	**153,292,530.68**	**194**		**1.137**	**1.137**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					411,235.96	100.000	411,235.96	411,235.96	100.000	411,235.96	1		1.137	1.137
Total for Pass Toll Series 2009								**411,235.96**	**100.000**	**411,235.96**	**411,235.96**	**100.000**	**411,235.96**	**1**		**1.137**	**1.137**
Passthrough Toll Reimb																	
LOGIC		LGIP	LOGIC					10,087,554.37	100.000	10,087,554.37	10,087,554.37	100.000	10,087,554.37	1		1.133	1.133
313380EC7	06/20/16	AGCY BULET	FHLB	0.750	09/08/17			8,615,000.00	100.081	8,621,978.15	8,616,072.14	99.941	8,609,943.00	70		0.683	0.683
3133EDVU3	06/20/16	AGCY BULET	FFCB	1.125	09/22/17			3,597,000.00	100.546	3,616,639.62	3,600,530.17	99.991	3,596,683.46	84		0.687	0.687
313313VJ4	06/09/17	AGCY DISCO	FFCB		04/10/18			8,000,000.00	98.983	7,918,666.67	7,924,533.36	99.071	7,925,688.00	284		1.212	1.212
3133EF3B1	04/27/17	AGCY BULET	FFCB	0.750	04/18/18			6,155,000.00	99.639	6,132,780.45	6,136,821.15	99.602	6,130,527.72	292		1.123	1.123
3130A4GJ5	05/04/17	AGCY BULET	FHLB	1.125	04/25/18			4,800,000.00	99.963	4,798,224.00	4,798,512.19	99.890	4,794,705.60	299		1.163	1.163
Total for Passthrough Toll Reimb								**41,254,554.37**	**99.811**	**41,175,843.26**	**41,164,023.38**	**99.736**	**41,145,102.15**	**155**		**1.017**	**1.017**
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					1,076,353.29	100.000	1,076,353.29	1,076,353.29	100.000	1,076,353.29	1		1.133	1.133
Total for Pearson Place Debt Service Fund								**1,076,353.29**	**100.000**	**1,076,353.29**	**1,076,353.29**	**100.000**	**1,076,353.29**	**1**		**1.133**	**1.133**
Pooled Funds																	
TEXPOOL		LGIP	TexPool					9,368,457.66	100.000	9,368,457.66	9,368,457.66	100.000	9,368,457.66	1		0.882	0.882
TEXPRIME		LGIP	TexPool Prime					10,090,979.22	100.000	10,090,979.22	10,090,979.22	100.000	10,090,979.22	1		1.137	1.137
Total for Pooled Funds								**19,459,436.88**	**100.000**	**19,459,436.88**	**19,459,436.88**	**100.000**	**19,459,436.88**	**1**		**1.014**	**1.014**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,704.18	100.000	24,704.18	24,704.18	100.000	24,704.18	1		0.882	0.882
TEXPRIME		LGIP	TexPool Prime					11,616,933.84	100.000	11,616,933.84	11,616,933.84	100.000	11,616,933.84	1		1.137	1.137
89233GUR5	10/28/16	CP - DISC	Toyota Mtr Cr		07/25/17			5,000,000.00	99.093	4,954,625.00	4,995,966.65	99.926	4,996,280.00	25		1.221	1.221
313313SV1	04/04/17	AGCY DISCO	FFCB		02/08/18			5,000,000.00	99.079	4,953,930.56	4,967,008.35	99.303	4,965,165.00	223		1.080	1.080
89233HBC7	05/26/17	CP - DISC	Toyota Mtr Cr		02/12/18			3,000,000.00	99.032	2,970,961.67	2,974,951.68	99.098	2,972,949.00	227		1.343	1.343
3135G0WJ8	06/09/17	AGCY BULET	FNMA	0.875	05/21/18			3,000,000.00	99.665	2,989,950.00	2,990,594.76	99.657	2,989,710.00	325		1.231	1.231
Total for Road and Bridge General								**27,641,638.02**	**99.529**	**27,511,105.25**	**27,570,159.46**	**99.726**	**27,565,742.02**	**105**		**1.174**	**1.174**
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,493.35	100.000	8,493.35	8,493.35	100.000	8,493.35	1		0.882	0.882
TEXPRIME		LGIP	TexPool Prime					1,246,585.27	100.000	1,246,585.27	1,246,585.27	100.000	1,246,585.27	1		1.137	1.137
313379DT3	05/24/17	AGCY BULET	FHLB	1.250	06/08/18			2,000,000.00	100.036	2,000,712.00	2,000,644.30	99.962	1,999,242.00	343		1.215	1.215
Total for Tobacco Funds								**3,255,078.62**	**100.022**	**3,255,790.62**	**3,255,722.92**	**99.977**	**3,254,320.62**	**211**		**1.184**	**1.184**
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					3,540,585.49	100.000	3,540,585.49	3,540,585.49	100.000	3,540,585.49	1		1.137	1.137
Total for Unlimited Tax Road Bonds - Series 2007								**3,540,585.49**	**100.000**	**3,540,585.49**	**3,540,585.49**	**100.000**	**3,540,585.49**	**1**		**1.137**	**1.137**
Total for Williamson County								**490,886,154.73**	**99.823**	**490,001,010.89**	**490,466,886.98**	**99.856**	**490,165,512.05**	**131**		**1.140**	**1.140**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
2007 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2007 Park Limited -06			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2008 TAN–COMPASS											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2008 TAN–COMPASS			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2013 Park Bond											
LOGIC	LGIP	LOGIC	12,940,464.21	4,939,758.16	(5,173,688.21)	0.00	0.00	12,706,534.16	12,940,464.21	12,706,534.16	(233,930.05)
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	9,978,341.70	0.00	(10,000,000.00)	21,658.30	0.00	0.00	9,981,280.00	0.00	(9,981,280.00)
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,971,737.50	0.00	0.00	16,809.70	0.00	4,988,547.20	4,975,315.00	4,989,475.00	14,160.00
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	0.00	4,963,100.00	0.00	13,495.85	0.00	4,976,595.85	0.00	4,976,040.00	4,976,040.00
46640QC25	CP - DISC	J.P.Morgan Sec 0.000 03/02/18	0.00	4,947,908.33	0.00	4,308.32	0.00	4,952,216.65	0.00	4,949,980.00	4,949,980.00
Total for 2013 Park Bond			**27,890,543.41**	**14,850,766.49**	**(15,173,688.21)**	**56,272.17**	**0.00**	**27,623,893.86**	**27,897,059.21**	**27,622,029.16**	**(275,030.05)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
2013 Road Bond											
LOGIC	LGIP	LOGIC	22,683,561.69	8,905,429.92	(2,093,965.69)	0.00	0.00	29,495,025.92	22,683,561.69	29,495,025.92	6,811,464.23
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	7,997,666.64	0.00	(8,000,000.00)	2,333.36	0.00	0.00	7,997,992.00	0.00	(7,997,992.00)
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	7,002,187.08	0.00	(7,000,000.00)	(2,187.08)	0.00	0.00	7,001,743.00	0.00	(7,001,743.00)
46640PS95	CP - DISC	J.P.Morgan Sec 0.000 05/09/17	4,495,059.99	0.00	(4,500,000.00)	4,940.01	0.00	0.00	4,495,590.00	0.00	(4,495,590.00)
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	6,997,795.84	0.00	(7,000,000.00)	2,204.16	0.00	0.00	6,998,082.00	0.00	(6,998,082.00)
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	2,561,231.56	0.00	(2,560,000.00)	(1,231.56)	0.00	0.00	2,560,768.00	0.00	(2,560,768.00)
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	2,993,040.00	0.00	(3,000,000.00)	6,960.00	0.00	0.00	2,994,099.00	0.00	(2,994,099.00)
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	4,500,426.15	0.00	(4,500,000.00)	(426.15)	0.00	0.00	4,499,536.50	0.00	(4,499,536.50)
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	4,987,444.45	0.00	(5,000,000.00)	12,555.55	0.00	0.00	4,988,875.00	0.00	(4,988,875.00)
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	6,998,326.51	0.00	0.00	1,568.91	0.00	6,999,895.42	6,995,961.00	6,999,692.00	3,731.00
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	8,969,202.54	0.00	0.00	28,892.43	0.00	8,998,094.97	8,973,981.00	8,998,173.00	24,192.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	2,000,814.58	0.00	0.00	(626.60)	0.00	2,000,187.98	2,000,716.00	1,999,930.00	(786.00)
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	3,982,017.76	0.00	0.00	12,032.24	0.00	3,994,050.00	3,982,952.00	3,993,968.00	11,016.00
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	3,979,057.76	0.00	0.00	12,537.80	0.00	3,991,595.56	3,979,940.00	3,992,208.00	12,268.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,971,737.50	0.00	0.00	16,809.70	0.00	4,988,547.20	4,975,315.00	4,989,475.00	14,160.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	6,964,300.00	0.00	0.00	21,233.31	0.00	6,985,533.31	6,964,363.00	6,985,300.00	20,937.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	3,999,904.20	0.00	0.00	51.64	0.00	3,999,955.84	4,000,680.00	3,998,696.00	(1,984.00)
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	4,952,555.55	0.00	0.00	17,694.45	0.00	4,970,250.00	4,949,980.00	4,970,055.00	20,075.00
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	6,014,813.93	0.00	0.00	(21,148.00)	0.00	5,993,665.93	5,999,299.25	5,978,444.84	(20,854.41)
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	3,961,013.32	0.00	0.00	13,751.12	0.00	3,974,764.44	3,960,864.00	3,975,732.00	14,868.00
89233HA46	CP - DISC	Toyota Mtr Cr 0.000 01/04/18	0.00	7,920,195.56	0.00	24,119.96	0.00	7,944,315.52	0.00	7,941,928.00	7,941,928.00
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	5,980,473.54	0.00	0.00	5,273.58	0.00	5,985,747.12	5,982,420.00	5,981,250.00	(1,170.00)
46640QC58	CP - DISC	J.P.Morgan Sec 0.000 03/05/18	0.00	4,947,908.33	0.00	3,720.82	0.00	4,951,629.15	0.00	4,950,230.00	4,950,230.00
46640QCL3	CP - DISC	J.P.Morgan Sec 0.000 03/20/18	0.00	4,944,745.83	0.00	1,034.72	0.00	4,945,780.55	0.00	4,943,745.00	4,943,745.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	9,004,502.07	0.00	0.00	(1,113.39)	0.00	9,003,388.68	8,994,438.00	8,990,928.00	(3,510.00)
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	0.00	7,105,273.44	0.00	(18,399.17)	0.00	7,086,874.27	0.00	7,075,467.00	7,075,467.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	9,024,295.86	0.00	0.00	(5,082.21)	0.00	9,019,213.65	9,007,470.00	8,996,589.00	(10,881.00)
Total for 2013 Road Bond			**145,021,428.52**	**33,823,553.08**	**(43,653,965.69)**	**137,499.60**	**0.00**	**135,328,515.51**	**144,988,626.44**	**135,256,836.76**	**(9,731,789.68)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
2015 CO BONDS											
LOGIC	LGIP	LOGIC	40,579,655.79	0.00	(5,503,560.24)	0.00	0.00	35,076,095.55	40,579,655.79	35,076,095.55	(5,503,560.24)
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	2,993,040.00	0.00	(3,000,000.00)	6,960.00	0.00	0.00	2,994,099.00	0.00	(2,994,099.00)
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	7,914,022.24	0.00	0.00	29,524.40	0.00	7,943,546.64	7,916,064.00	7,947,072.00	31,008.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	6,003,001.38	0.00	0.00	(742.26)	0.00	6,002,259.12	5,996,292.00	5,993,952.00	(2,340.00)
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	0.00	2,990,040.00	0.00	556.77	0.00	2,990,596.77	0.00	2,989,710.00	2,989,710.00
Total for 2015 CO BONDS			**57,489,719.41**	**2,990,040.00**	**(8,503,560.24)**	**36,298.91**	**0.00**	**52,012,498.08**	**57,486,110.79**	**52,006,829.55**	**(5,479,281.24)**
Combination Tax & Rev Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	221,955.48	600.54	0.00	0.00	0.00	222,556.02	221,955.48	222,556.02	600.54
Total for Combination Tax & Rev Series 2006 CO			**221,955.48**	**600.54**	**0.00**	**0.00**	**0.00**	**222,556.02**	**221,955.48**	**222,556.02**	**600.54**
Conservation Fund											
TEXPOOL	LGIP	TexPool	0.00	1,245,692.44	0.00	0.00	0.00	1,245,692.42	0.00	1,245,692.42	1,245,692.42
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,490,898.84	0.00	0.00	1,675.34	0.00	1,492,574.18	1,488,495.00	1,488,403.50	(91.50)
Total for Conservation Fund			**1,490,898.84**	**1,245,692.44**	**0.00**	**1,675.34**	**0.00**	**2,738,266.60**	**1,488,495.00**	**2,734,095.92**	**1,245,600.92**
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,210,235.85	8,685.41	0.00	0.00	0.00	3,218,921.26	3,210,235.85	3,218,921.26	8,685.41
Total for County Benefits Program			**3,210,235.85**	**8,685.41**	**0.00**	**0.00**	**0.00**	**3,218,921.26**	**3,210,235.85**	**3,218,921.26**	**8,685.41**
Debt Service Fund											
TEXPOOL	LGIP	TexPool	517,587.01	641.13	(491,965.24)	0.00	0.00	26,262.90	517,587.01	26,262.90	(491,324.11)
TEXPRIME	LGIP	TexPool Prime	26,136,680.10	1,286,076.24	(9,606,271.05)	0.00	0.00	17,816,485.29	26,136,680.10	17,816,485.29	(8,320,194.81)
Total for Debt Service Fund			**26,654,267.11**	**1,286,717.37**	**(10,098,236.29)**	**0.00**	**0.00**	**17,842,748.19**	**26,654,267.11**	**17,842,748.19**	**(8,811,518.92)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	25,103.66	67.94	0.00	0.00	0.00	25,171.60	25,103.66	25,171.60	67.94
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	1,485,766.67	0.00	0.00	5,308.33	0.00	1,491,075.00	1,484,994.00	1,491,016.50	6,022.50
Total for Future Environmental Liability			**1,510,870.33**	**67.94**	**0.00**	**5,308.33**	**0.00**	**1,516,246.60**	**1,510,097.66**	**1,516,188.10**	**6,090.44**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
General Fund											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	49,807,486.66	0.00	(31,135,254.51)	0.00	0.00	18,672,232.15	49,807,486.66	18,672,232.15	(31,135,254.51)
TEXPOOL	LGIP	TexPool	862.12	454.63	(206.79)	0.00	0.00	1,109.96	862.12	1,109.96	247.84
TEXPRIME	LGIP	TexPool Prime	13,850,565.53	2,497,150.48	(4,731,109.95)	0.00	0.00	11,616,606.06	13,850,565.53	11,616,606.06	(2,233,959.47)
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	643,984.38	2,032,309.27	(2,306,714.84)	0.00	0.00	369,578.81	643,984.38	369,578.81	(274,405.57)
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,999,808.75	0.00	(5,000,000.00)	191.25	0.00	0.00	4,999,675.00	0.00	(4,999,675.00)
66844CTE4	CP - DISC	Northwestern Univ 0.000 06/14/17	4,990,030.55	0.00	(5,000,000.00)	9,969.45	0.00	0.00	4,989,065.00	0.00	(4,989,065.00)
74081JTU9	CP - DISC	Harvard Univ 0.000 06/28/17	1,995,355.56	0.00	(2,000,000.00)	4,644.44	0.00	0.00	1,994,808.00	0.00	(1,994,808.00)
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	4,997,213.15	0.00	0.00	2,095.90	0.00	4,999,309.05	4,996,480.00	4,999,005.00	2,525.00
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	9,949,250.00	0.00	0.00	31,850.00	0.00	9,981,100.00	9,952,630.00	9,982,860.00	30,230.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	3,001,097.10	0.00	0.00	(671.70)	0.00	3,000,425.40	2,999,361.00	2,998,479.00	(882.00)
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	6,964,300.00	0.00	0.00	21,233.31	0.00	6,985,533.31	6,964,363.00	6,985,300.00	20,937.00
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	7,949,288.88	0.00	0.00	28,311.12	0.00	7,977,600.00	7,957,176.00	7,980,320.00	23,144.00
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	6,961,927.77	0.00	0.00	19,463.92	0.00	6,981,391.69	6,956,145.00	6,979,469.00	23,324.00
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	2,978,533.32	0.00	0.00	10,616.67	0.00	2,989,149.99	2,978,880.00	2,990,523.00	11,643.00
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	7,946,144.48	0.00	0.00	26,491.04	0.00	7,972,635.52	7,947,920.00	7,974,456.00	26,536.00
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	5,000,250.00	5,000,250.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,230.00	4,997,840.00	610.00
74081JYM1	CP - DISC	Harvard Univ 0.000 11/21/17	0.00	4,477,343.75	0.00	312.49	0.00	4,477,656.24	0.00	4,477,896.00	4,477,896.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	5,026,643.80	0.00	0.00	(7,079.35)	0.00	5,019,564.45	5,011,335.00	5,004,990.00	(6,345.00)
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,977,890.00	4,980,770.00	2,880.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/	2,081,827.10	0.00	0.00	(20,411.80)	0.00	2,061,415.30	2,080,960.00	2,060,140.00	(20,820.00)
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,988,675.00	4,987,295.00	(1,380.00)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	6,998,390.00	0.00	68.67	0.00	6,998,458.67	0.00	6,997,347.00	6,997,347.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	0.00	1,810,236.60	0.00	(80.12)	0.00	1,810,156.48	0.00	1,808,224.20	1,808,224.20
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	0.00	0.00	0.00	5,500,000.00	5,483,967.50	5,478,665.50	(5,302.00)
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,960,650.00	4,961,250.00	600.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,996,653.55	0.00	0.00	527.15	0.00	4,997,180.70	4,978,770.00	4,972,600.00	(6,170.00)
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	6,982,500.00	0.00	1,217.79	0.00	6,983,717.79	0.00	6,977,397.00	6,977,397.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	2,113,407.66	0.00	0.00	(14,340.74)	0.00	2,099,066.92	2,114,194.00	2,095,264.00	(18,930.00)
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,990,722.83	0.00	0.00	1,112.16	0.00	6,991,834.99	6,946,730.00	6,942,663.00	(4,067.00)
Total for General Fund			**173,745,103.19**	**29,798,384.73**	**(50,173,286.09)**	**115,521.65**	**0.00**	**153,485,723.48**	**173,579,803.19**	**153,292,530.68**	**(20,287,272.51)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	410,126.31	1,109.65	0.00	0.00	0.00	411,235.96	410,126.31	411,235.96	1,109.65
Total for Pass Toll Series 2009			**410,126.31**	**1,109.65**	**0.00**	**0.00**	**0.00**	**411,235.96**	**410,126.31**	**411,235.96**	**1,109.65**
Passthrough Toll Reimb											
LOGIC	LGIP	LOGIC	10,794,132.88	167,490.72	(874,069.23)	0.00	0.00	10,087,554.37	10,794,132.88	10,087,554.37	(706,578.51)
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	4,799,877.50	0.00	(4,800,000.00)	122.50	0.00	0.00	4,799,870.40	0.00	(4,799,870.40)
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,000,499.80	0.00	(7,000,000.00)	(499.80)	0.00	0.00	7,002,100.00	0.00	(7,002,100.00)
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	8,617,512.31	0.00	0.00	(1,440.17)	0.00	8,616,072.14	8,607,186.20	8,609,943.00	2,756.80
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	3,604,452.59	0.00	0.00	(3,922.42)	0.00	3,600,530.17	3,600,622.18	3,596,683.46	(3,938.72)
313313VJ4	AGCY DISCO	FFCB 0.000 04/10/18	0.00	7,918,666.67	0.00	5,866.69	0.00	7,924,533.36	0.00	7,925,688.00	7,925,688.00
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	0.00	6,132,780.45	0.00	4,040.70	0.00	6,136,821.15	0.00	6,130,527.72	6,130,527.72
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	0.00	4,798,224.00	0.00	288.19	0.00	4,798,512.19	0.00	4,794,705.60	4,794,705.60
Total for Passthrough Toll Reimb			**34,816,475.08**	**19,017,161.84**	**(12,674,069.23)**	**4,455.69**	**0.00**	**41,164,023.38**	**34,803,911.66**	**41,145,102.15**	**6,341,190.49**
Pearson Place Construction Fund											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for Pearson Place Construction Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	1,075,997.91	1,558.80	(1,203.42)	0.00	0.00	1,076,353.29	1,075,997.91	1,076,353.29	355.38
Total for Pearson Place Debt Service Fund			**1,075,997.91**	**1,558.80**	**(1,203.42)**	**0.00**	**0.00**	**1,076,353.29**	**1,075,997.91**	**1,076,353.29**	**355.38**
Pooled Funds											
TEXPOOL	LGIP	TexPool	10,265,246.69	520,582.37	(1,417,371.40)	0.00	0.00	9,368,457.66	10,265,246.69	9,368,457.66	(896,789.03)
TEXPRIME	LGIP	TexPool Prime	9,266,382.07	876,738.27	(52,141.12)	0.00	0.00	10,090,979.22	9,266,382.07	10,090,979.22	824,597.15
Total for Pooled Funds			**19,531,628.76**	**1,397,320.64**	**(1,469,512.52)**	**0.00**	**0.00**	**19,459,436.88**	**19,531,628.76**	**19,459,436.88**	**(72,191.88)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
PTT I-35											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Road and Bridge General											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,655.66	48.52	0.00	0.00	0.00	24,704.18	24,655.66	24,704.18	48.52
TEXPRIME	LGIP	TexPool Prime	11,486,844.29	130,089.55	0.00	0.00	0.00	11,616,933.84	11,486,844.29	11,616,933.84	130,089.55
48306AR33	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17	4,999,733.35	0.00	(5,000,000.00)	266.65	0.00	0.00	4,999,590.00	0.00	(4,999,590.00)
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	2,994,591.66	0.00	(3,000,000.00)	5,408.34	0.00	0.00	2,995,314.00	0.00	(2,995,314.00)
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	3,000,214.20	0.00	(3,000,000.00)	(214.20)	0.00	0.00	3,000,900.00	0.00	(3,000,900.00)
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	4,980,673.60	0.00	0.00	15,293.05	0.00	4,995,966.65	4,982,195.00	4,996,280.00	14,085.00
313313SV1	AGCY DISCO	FFCB 0.000 02/08/18	0.00	4,953,930.56	0.00	13,077.79	0.00	4,967,008.35	0.00	4,965,165.00	4,965,165.00
89233HBC7	CP - DISC	Toyota Mtr Cr 0.000 02/12/18	0.00	2,970,961.67	0.00	3,990.01	0.00	2,974,951.68	0.00	2,972,949.00	2,972,949.00
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	0.00	2,989,950.00	0.00	644.76	0.00	2,990,594.76	0.00	2,989,710.00	2,989,710.00
Total for Road and Bridge General			**27,486,712.76**	**11,044,980.30**	**(11,000,000.00)**	**38,466.40**	**0.00**	**27,570,159.46**	**27,489,498.95**	**27,565,742.02**	**76,243.07**
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,476.70	16.65	0.00	0.00	0.00	8,493.35	8,476.70	8,493.35	16.65
TEXPRIME	LGIP	TexPool Prime	1,242,967.40	14,731.75	(11,113.88)	0.00	0.00	1,246,585.27	1,242,967.40	1,246,585.27	3,617.87
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	1,996,937.78	0.00	(2,000,000.00)	3,062.22	0.00	0.00	1,997,210.00	0.00	(1,997,210.00)
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	2,000,712.00	0.00	(67.70)	0.00	2,000,644.30	0.00	1,999,242.00	1,999,242.00
Total for Tobacco Funds			**3,248,381.88**	**2,015,460.40**	**(2,011,113.88)**	**2,994.52**	**0.00**	**3,255,722.92**	**3,248,654.10**	**3,254,320.62**	**5,666.52**
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	5,881,623.49	5,065.06	(2,346,103.06)	0.00	0.00	3,540,585.49	5,881,623.49	3,540,585.49	(2,341,038.00)
Total for Unlimited Tax Road Bonds - Series 2007			**5,881,623.49**	**5,065.06**	**(2,346,103.06)**	**0.00**	**0.00**	**3,540,585.49**	**5,881,623.49**	**3,540,585.49**	**(2,341,038.00)**

CUSIP	Security Type	Security Description	03/31/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	06/30/17 Book Value	03/31/17 Market Value	06/30/17 Market Value	Change in Mkt Value
Total for Williamson County			529,685,968.33	117,487,164.69	(157,104,738.63)	398,492.61	0.00	490,466,886.98	529,478,091.91	490,165,512.05	(39,312,579.86)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Park Limited -06									
Total for 2007 Park Limited -06			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2008 TAN–COMPASS									
Total for 2008 TAN–COMPASS			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	26,496.28	26,496.28	0.00	0.00	0.00	26,496.28
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	0.00	0.00	0.00	0.00	0.00	21,658.30	21,658.30
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	16,809.70	16,809.70
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	0.00	0.00	0.00	0.00	0.00	13,495.85	13,495.85
46640QC25	CP - DISC	J.P.Morgan Sec 0.000 03/02/18	0.00	0.00	0.00	0.00	0.00	4,308.32	4,308.32
Total for 2013 Park Bond			**0.00**	**26,496.28**	**26,496.28**	**0.00**	**0.00**	**56,272.17**	**82,768.45**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	69,325.36	69,325.36	0.00	0.00	0.00	69,325.36
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	0.00	0.00	0.00	0.00	0.00	2,333.36	2,333.36
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	33,687.50	5,687.50	39,375.00	0.00	0.00	(2,187.08)	3,500.42
46640PS95	CP - DISC	J.P.Morgan Sec 0.000 05/09/17	0.00	0.00	0.00	0.00	0.00	4,940.01	4,940.01
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	14,704.86	7,170.14	21,875.00	0.00	0.00	2,204.16	9,374.30
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,964.44	4,835.56	12,800.00	0.00	0.00	(1,231.56)	3,604.00
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	0.00	0.00	0.00	0.00	0.00	6,960.00	6,960.00
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	10,500.00	7,500.00	18,000.00	0.00	0.00	(426.15)	7,073.85
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	0.00	0.00	0.00	0.00	0.00	12,555.55	12,555.55
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	12,576.67	13,475.00	0.00	0.00	26,051.67	1,568.91	15,043.91
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	0.00	0.00	0.00	0.00	0.00	28,892.43	28,892.43
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	3,500.00	5,000.00	0.00	0.00	8,500.00	(626.60)	4,373.40
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	0.00	0.00	0.00	0.00	0.00	12,032.24	12,032.24
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	0.00	0.00	0.00	0.00	0.00	12,537.80	12,537.80
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	16,809.70	16,809.70
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	21,233.31	21,233.31
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	1,300.00	9,000.00	0.00	0.00	10,300.00	51.64	9,051.64
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	17,694.45	17,694.45
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	39,451.88	33,496.87	66,993.75	0.00	5,955.00	(21,148.00)	12,348.87
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	0.00	0.00	0.00	0.00	0.00	13,751.12	13,751.12
89233HA46	CP - DISC	Toyota Mtr Cr 0.000 01/04/18	0.00	0.00	0.00	0.00	0.00	24,119.96	24,119.96
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	3,913.04	11,127.72	0.00	0.00	15,040.76	5,273.58	16,401.30
46640QC58	CP - DISC	J.P.Morgan Sec 0.000 03/05/18	0.00	0.00	0.00	0.00	0.00	3,720.82	3,720.82
46640QCL3	CP - DISC	J.P.Morgan Sec 0.000 03/20/18	0.00	0.00	0.00	0.00	0.00	1,034.72	1,034.72
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	22,620.00	23,400.00	23,400.00	0.00	22,620.00	(1,113.39)	22,286.61
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	0.00	32,480.67	91,875.00	(90,352.21)	30,957.88	(18,399.17)	14,081.50
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	35,312.50	28,125.00	56,250.00	0.00	7,187.50	(5,082.21)	23,042.79
Total for 2013 Road Bond			**185,530.89**	**250,623.82**	**399,894.11**	**(90,352.21)**	**126,612.81**	**137,499.60**	**388,123.42**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2015 CO BONDS									
LOGIC	LGIP	LOGIC	0.00	103,035.02	103,035.02	0.00	0.00	0.00	103,035.02
46640PTC7	CP - DISC	J.P.Morgan Sec 0.000 06/12/17	0.00	0.00	0.00	0.00	0.00	6,960.00	6,960.00
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	0.00	0.00	0.00	0.00	0.00	29,524.40	29,524.40
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	15,080.00	15,600.00	15,600.00	0.00	15,080.00	(742.26)	14,857.74
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	0.00	1,385.42	0.00	(1,531.25)	2,916.67	556.77	1,942.19
Total for 2015 CO BONDS			**15,080.00**	**120,020.44**	**118,635.02**	**(1,531.25)**	**17,996.67**	**36,298.91**	**156,319.35**
Combination Tax & Rev Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	600.54	600.54	0.00	0.00	0.00	600.54
Total for Combination Tax & Rev Series 2006 CO			**0.00**	**600.54**	**600.54**	**0.00**	**0.00**	**0.00**	**600.54**
Conservation Fund									
TEXPOOL	LGIP	TexPool	0.00	2,442.09	2,442.09	0.00	0.00	0.00	2,442.09
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,406.25	2,343.75	0.00	0.00	3,750.00	1,675.34	4,019.09
Total for Conservation Fund			**1,406.25**	**4,785.84**	**2,442.09**	**0.00**	**3,750.00**	**1,675.34**	**6,461.18**
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	8,685.41	8,685.41	0.00	0.00	0.00	8,685.41
Total for County Benefits Program			**0.00**	**8,685.41**	**8,685.41**	**0.00**	**0.00**	**0.00**	**8,685.41**
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	716.66	716.66	0.00	0.00	0.00	716.66
TEXPRIME	LGIP	TexPool Prime	0.00	57,137.17	57,137.17	0.00	0.00	0.00	57,137.17
Total for Debt Service Fund			**0.00**	**57,853.83**	**57,853.83**	**0.00**	**0.00**	**0.00**	**57,853.83**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	67.94	67.94	0.00	0.00	0.00	67.94
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	5,308.33	5,308.33
Total for Future Environmental Liability			**0.00**	**67.94**	**67.94**	**0.00**	**0.00**	**5,308.33**	**5,376.27**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
General Fund									
LOGIC	LGIP	LOGIC	0.00	95,039.66	95,039.66	0.00	0.00	0.00	95,039.66
TEXPOOL	LGIP	TexPool	0.00	1.92	1.92	0.00	0.00	0.00	1.92
TEXPRIME	LGIP	TexPool Prime	0.00	39,428.91	39,428.91	0.00	0.00	0.00	39,428.91
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	11,111.11	1,388.89	12,500.00	0.00	0.00	191.25	1,580.14
66844CTE4	CP - DISC	Northwestern Univ 0.000 06/14/17	0.00	0.00	0.00	0.00	0.00	9,969.45	9,969.45
74081JTU9	CP - DISC	Harvard Univ 0.000 06/28/17	0.00	0.00	0.00	0.00	0.00	4,644.44	4,644.44
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	5,179.56	7,855.66	0.00	0.00	13,035.22	2,095.90	9,951.56
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	0.00	0.00	0.00	0.00	0.00	31,850.00	31,850.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	2,015.00	5,850.00	0.00	0.00	7,865.00	(671.70)	5,178.30
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	21,233.31	21,233.31
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	0.00	0.00	0.00	0.00	0.00	28,311.12	28,311.12
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	0.00	0.00	0.00	0.00	0.00	19,463.92	19,463.92
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	0.00	0.00	0.00	0.00	0.00	10,616.67	10,616.67
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	0.00	0.00	0.00	0.00	0.00	26,491.04	26,491.04
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	0.00	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	17,752.78	10,375.00	20,750.00	0.00	7,377.78	0.00	10,375.00
74081JYM1	CP - DISC	Harvard Univ 0.000 11/21/17	0.00	0.00	0.00	0.00	0.00	312.49	312.49
313378A43	AGCY BULET	FHLB 1.375 03/09/18	4,201.39	17,187.50	0.00	0.00	21,388.89	(7,079.35)	10,108.15
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	138.89	12,500.00	0.00	0.00	12,638.89	0.00	12,500.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	41,388.89	25,000.00	41,388.89	0.00	25,000.00	(20,411.80)	4,588.20
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	19,444.44	12,500.00	25,000.00	0.00	6,944.44	0.00	12,500.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	3,645.84	0.00	(1,944.44)	5,590.28	68.67	3,714.51
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	0.00	281.25	0.00	(15,281.25)	15,562.50	(80.12)	201.13
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	527.08	15,812.50	0.00	0.00	16,339.58	0.00	15,812.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	24,625.00	12,312.50	24,625.00	0.00	12,312.50	0.00	12,312.50
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	19,633.33	11,625.00	23,250.00	0.00	8,008.33	527.15	12,152.15
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	0.00	8,050.00	0.00	(5,590.28)	13,640.28	1,217.79	9,267.79
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	3,888.89	21,875.00	0.00	0.00	25,763.89	(14,340.74)	7,534.26
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	32,664.72	18,725.00	37,450.00	0.00	13,939.72	1,112.16	19,837.16
Total for General Fund			**182,571.08**	**329,454.63**	**319,434.38**	**(22,815.97)**	**215,407.30**	**115,521.65**	**444,976.28**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	1,109.65	1,109.65	0.00	0.00	0.00	1,109.65
Total for Pass Toll Series 2009			**0.00**	**1,109.65**	**1,109.65**	**0.00**	**0.00**	**0.00**	**1,109.65**
Passthrough Toll Reimb									
LOGIC	LGIP	LOGIC	0.00	29,120.55	29,120.55	0.00	0.00	0.00	29,120.55
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	12,250.00	2,750.00	15,000.00	0.00	0.00	122.50	2,872.50
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	21,777.78	13,222.22	35,000.00	0.00	0.00	(499.80)	12,722.42
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	4,128.02	16,153.13	0.00	0.00	20,281.15	(1,440.17)	14,712.96
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	1,011.66	10,116.56	0.00	0.00	11,128.22	(3,922.42)	6,194.14
313313VJ4	AGCY DISCO	FFCB 0.000 04/10/18	0.00	0.00	0.00	0.00	0.00	5,866.69	5,866.69
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	0.00	8,206.67	0.00	(1,154.06)	9,360.73	4,040.70	12,247.37
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	0.00	8,550.00	0.00	(1,350.00)	9,900.00	288.19	8,838.19
Total for Passthrough Toll Reimb			**39,167.46**	**88,119.13**	**79,120.55**	**(2,504.06)**	**50,670.10**	**4,455.69**	**92,574.82**
Pearson Place Construction Fund									
Total for Pearson Place Construction Fund			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	2,934.03	2,934.03	0.00	0.00	0.00	2,934.03
Total for Pearson Place Debt Service Fund			**0.00**	**2,934.03**	**2,934.03**	**0.00**	**0.00**	**0.00**	**2,934.03**
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	18,388.31	18,388.31	0.00	0.00	0.00	18,388.31
TEXPRIME	LGIP	TexPool Prime	0.00	25,145.54	25,145.54	0.00	0.00	0.00	25,145.54
Total for Pooled Funds			**0.00**	**43,533.85**	**43,533.85**	**0.00**	**0.00**	**0.00**	**43,533.85**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
PTT I-35									
Total for PTT I-35			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	48.52	48.52	0.00	0.00	0.00	48.52
TEXPRIME	LGIP	TexPool Prime	0.00	31,244.28	31,244.28	0.00	0.00	0.00	31,244.28
48306AR33	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17	0.00	0.00	0.00	0.00	0.00	266.65	266.65
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	0.00	0.00	0.00	0.00	0.00	5,408.34	5,408.34
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	9,333.33	5,666.67	15,000.00	0.00	0.00	(214.20)	5,452.47
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	0.00	0.00	0.00	0.00	0.00	15,293.05	15,293.05
313313SV1	AGCY DISCO	FFCB 0.000 02/08/18	0.00	0.00	0.00	0.00	0.00	13,077.79	13,077.79
89233HBC7	CP - DISC	Toyota Mtr Cr 0.000 02/12/18	0.00	0.00	0.00	0.00	0.00	3,990.01	3,990.01
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	0.00	1,604.17	0.00	(1,312.50)	2,916.67	644.76	2,248.93
Total for Road and Bridge General			**9,333.33**	**38,563.64**	**46,292.80**	**(1,312.50)**	**2,916.67**	**38,466.40**	**77,030.04**
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	16.65	16.65	0.00	0.00	0.00	16.65
TEXPRIME	LGIP	TexPool Prime	0.00	3,357.65	3,357.65	0.00	0.00	0.00	3,357.65
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	0.00	0.00	0.00	0.00	0.00	3,062.22	3,062.22
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	0.00	2,569.44	12,500.00	(11,527.78)	1,597.22	(67.70)	2,501.74
Total for Tobacco Funds			**0.00**	**5,943.74**	**15,874.30**	**(11,527.78)**	**1,597.22**	**2,994.52**	**8,938.26**
Unlimited Tax Road Bonds - Series 2007									
TEXPRIME	LGIP	TexPool Prime	0.00	13,086.22	13,086.22	0.00	0.00	0.00	13,086.22
Total for Unlimited Tax Road Bonds - Series 2007			**0.00**	**13,086.22**	**13,086.22**	**0.00**	**0.00**	**0.00**	**13,086.22**
Total for Williamson County			**433,089.01**	**991,878.99**	**1,136,061.00**	**(130,043.77)**	**418,950.77**	**398,492.61**	**1,390,371.60**

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Investment Transactions
From 04/01/2017 to 06/30/2017

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Park Bond															
Maturities															
06/09/17	06/09/17	46640PT94	CP - DISC	J.P.Morgan Sec		06/09/17		10,000,000.00	100.000	10,000,000.00	0.00	10,000,000.00		1.140	
Total for: Maturities								**10,000,000.00**		**10,000,000.00**	**0.00**	**10,000,000.00**		**1.140**	
Purchases															
04/13/17	04/13/17	92181NYF8	CP - DISC	Vanderbilt Univ		11/15/17		5,000,000.00	99.262	4,963,100.00	0.00	4,963,100.00		1.239	1.239
06/07/17	06/09/17	46640QC25	CP - DISC	J.P.Morgan Sec		03/02/18		5,000,000.00	98.958	4,947,908.33	0.00	4,947,908.33		1.425	1.425
Total for: Purchases								**10,000,000.00**		**9,911,008.33**	**0.00**	**9,911,008.33**		**1.332**	**1.332**

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Road Bond															
Maturities															
04/11/17	04/11/17	89233GRB4	CP - DISC	Toyota Mtr Cr		04/11/17		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		1.058	
04/27/17	04/27/17	3135G0JA2	AGCY BULET	FNMA	1.125	04/27/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.691	
05/09/17	05/09/17	46640PS95	CP - DISC	J.P.Morgan Sec		05/09/17		4,500,000.00	100.000	4,500,000.00	0.00	4,500,000.00		1.045	
05/30/17	05/30/17	3130A5EP0	AGCY BULET	FHLB	0.625	05/30/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.818	
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17		2,560,000.00	100.000	2,560,000.00	0.00	2,560,000.00		0.744	
06/12/17	06/12/17	46640PTC7	CP - DISC	J.P.Morgan Sec		06/12/17		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.167	
06/16/17	06/16/17	3133EEX62	AGCY BULET	FFCB	0.800	06/16/17		4,500,000.00	100.000	4,500,000.00	0.00	4,500,000.00		0.754	
06/20/17	06/20/17	46640PTL7	CP - DISC	J.P.Morgan Sec		06/20/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.140	
Total for: Maturities								**41,560,000.00**		**41,560,000.00**	**0.00**	**41,560,000.00**		**0.920**	
Purchases															
04/07/17	04/11/17	89233HA46	CP - DISC	Toyota Mtr Cr		01/04/18		8,000,000.00	99.002	7,920,195.56	0.00	7,920,195.56		1.354	1.354
04/26/17	04/27/17	912828QG8	TREAS NOTE	U.S. Treasury	2.625	04/30/18		7,000,000.00	101.504	7,105,273.44	90,352.21	7,195,625.65		1.121	1.121
06/08/17	06/12/17	46640QC58	CP - DISC	J.P.Morgan Sec		03/05/18		5,000,000.00	98.958	4,947,908.33	0.00	4,947,908.33		1.425	1.425
06/23/17	06/26/17	46640QCL3	CP - DISC	J.P.Morgan Sec		03/20/18		5,000,000.00	98.895	4,944,745.83	0.00	4,944,745.83		1.507	1.507
Total for: Purchases								**25,000,000.00**		**24,918,123.16**	**90,352.21**	**25,008,475.37**		**1.333**	**1.333**
Income Payments															
04/04/17	04/04/17	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18				0.00	23,400.00	23,400.00			
04/27/17	04/27/17	3135G0JA2	AGCY BULET	FNMA	1.125	04/27/17				0.00	39,375.00	39,375.00			
05/01/17	04/30/17	912828QG8	TREAS NOTE	U.S. Treasury	2.625	04/30/18				0.00	91,875.00	91,875.00			
05/30/17	05/30/17	3130A5EP0	AGCY BULET	FHLB	0.625	05/30/17				0.00	21,875.00	21,875.00			
06/08/17	06/08/17	313379DT3	AGCY BULET	FHLB	1.250	06/08/18				0.00	56,250.00	56,250.00			
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	12,800.00	12,800.00			
06/15/17	06/15/17	742651DK5	AGCY BULET	PEFCO	2.250	12/15/17				0.00	66,993.75	66,993.75			
06/16/17	06/16/17	3133EEX62	AGCY BULET	FFCB	0.800	06/16/17				0.00	18,000.00	18,000.00			
Total for: Income Payments										**0.00**	**330,568.75**	**330,568.75**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2015 CO BONDS															
Maturities															
06/12/17	06/12/17	46640PTC7	CP - DISC	J.P.Morgan Sec		06/12/17		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.167	
Total for: Maturities								**3,000,000.00**		**3,000,000.00**	**0.00**	**3,000,000.00**		**1.167**	
Purchases															
06/07/17	06/12/17	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18		3,000,000.00	99.668	2,990,040.00	1,531.25	2,991,571.25		1.231	1.231
Total for: Purchases								**3,000,000.00**		**2,990,040.00**	**1,531.25**	**2,991,571.25**		**1.231**	**1.231**
Income Payments															
04/04/17	04/04/17	3133EG3A1	AGCY BULET	FFCB	1.040	04/04/18				0.00	15,600.00	15,600.00			
Total for: Income Payments										**0.00**	**15,600.00**	**15,600.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund															
Maturities															
04/21/17	04/21/17	3133EFKR7	AGCY BULET	FFCB	0.500	04/21/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.569	
06/14/17	06/14/17	66844CTE4	CP - DISC	Northwestern Univ		06/14/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.973	
06/28/17	06/28/17	74081JTU9	CP - DISC	Harvard Univ		06/28/17		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.953	
Total for: Maturities								**12,000,000.00**		**12,000,000.00**	**0.00**	**12,000,000.00**		**0.801**	
Purchases															
05/02/17	05/02/17	91514BAA1	CP - INT	Univ of TX	1.200	10/20/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.200	1.200
05/23/17	05/25/17	3136G1KL2	AGCY CALL	FNMA	1.150	10/30/18	07/30/17	7,000,000.00	99.750	6,982,500.00	5,590.28	6,988,090.28		1.327	1.327
06/15/17	06/16/17	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		7,000,000.00	99.977	6,998,390.00	1,944.44	7,000,334.44		1.274	1.274
06/27/17	06/28/17	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		1,800,000.00	100.569	1,810,236.60	15,281.25	1,825,517.85		1.326	1.326
06/28/17	06/29/17	74081JYM1	CP - DISC	Harvard Univ		11/21/17		4,500,000.00	99.497	4,477,343.75	0.00	4,477,343.75		1.256	1.256
Total for: Purchases								**25,300,000.00**		**25,268,470.35**	**22,815.97**	**25,291,286.32**		**1.274**	**1.274**
Income Payments															
04/03/17	04/01/17	23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18				0.00	24,625.00	24,625.00			
04/03/17	04/01/17	8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt G	5.000	04/01/18				0.00	41,388.89	41,388.89			
04/21/17	04/21/17	3133EFKR7	AGCY BULET	FFCB	0.500	04/21/17				0.00	12,500.00	12,500.00			
04/24/17	04/24/17	3133EGZK4	AGCY CALL	FFCB	1.070	04/24/19				0.00	37,450.00	37,450.00			
04/27/17	04/27/17	3134G7V99	AGCY CALL	FHLMC	0.830	10/27/17				0.00	20,750.00	20,750.00			
05/01/17	04/29/17	3133EFLY1	AGCY BULET	FFCB	0.930	10/29/18				0.00	23,250.00	23,250.00			
05/11/17	05/11/17	3134G9JD0	AGCY CALL	FHLMC	1.000	05/11/18				0.00	25,000.00	25,000.00			
Total for: Income Payments										**0.00**	**184,963.89**	**184,963.89**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Passthrough Toll Reimb															
Maturities															
05/04/17	05/04/17	3130A7YB5	AGCY BULET	FHLB	0.625	05/04/17		4,800,000.00	100.000	4,800,000.00	0.00	4,800,000.00		0.653	
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.962	
Total for: Maturities								**11,800,000.00**		**11,800,000.00**	**0.00**	**11,800,000.00**		**0.836**	
Purchases															
04/26/17	04/27/17	3133EF3B1	AGCY BULET	FFCB	0.750	04/18/18		6,155,000.00	99.639	6,132,780.45	1,154.06	6,133,934.51		1.123	1.123
05/03/17	05/04/17	3130A4GJ5	AGCY BULET	FHLB	1.125	04/25/18		4,800,000.00	99.963	4,798,224.00	1,350.00	4,799,574.00		1.163	1.163
06/07/17	06/09/17	313313VJ4	AGCY DISCO	FFCB		04/10/18		8,000,000.00	98.983	7,918,666.67	0.00	7,918,666.67		1.212	1.212
Total for: Purchases								**18,955,000.00**		**18,849,671.12**	**2,504.06**	**18,852,175.18**		**1.171**	**1.171**
Income Payments															
05/04/17	05/04/17	3130A7YB5	AGCY BULET	FHLB	0.625	05/04/17				0.00	15,000.00	15,000.00			
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	35,000.00	35,000.00			
Total for: Income Payments										**0.00**	**50,000.00**	**50,000.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Road and Bridge General															
Maturities															
04/03/17	04/03/17	48306AR33	CP - DISC	Kaiser Foundation Hospital		04/03/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.963	
05/26/17	05/26/17	89233GSS6	CP - DISC	Toyota Mtr Cr		05/26/17		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		1.190	
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.962	
Total for: Maturities								**11,000,000.00**		**11,000,000.00**	**0.00**	**11,000,000.00**		**1.025**	
Purchases															
04/03/17	04/04/17	313313SV1	AGCY DISCO	FFCB		02/08/18		5,000,000.00	99.079	4,953,930.56	0.00	4,953,930.56		1.080	1.080
05/25/17	05/26/17	89233HBC7	CP - DISC	Toyota Mtr Cr		02/12/18		3,000,000.00	99.032	2,970,961.67	0.00	2,970,961.67		1.343	1.343
06/07/17	06/09/17	3135G0WJ8	AGCY BULET	FNMA	0.875	05/21/18		3,000,000.00	99.665	2,989,950.00	1,312.50	2,991,262.50		1.231	1.231
Total for: Purchases								**11,000,000.00**		**10,914,842.23**	**1,312.50**	**10,916,154.73**		**1.193**	**1.193**
Income Payments															
06/09/17	06/09/17	313379FW4	AGCY BULET	FHLB	1.000	06/09/17				0.00	15,000.00	15,000.00			
Total for: Income Payments										**0.00**	**15,000.00**	**15,000.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Tobacco Funds															
Maturities															
05/24/17	05/24/17	46640PSQ7	CP - DISC	J.P.Morgan Sec		05/24/17		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		1.048	
Total for: Maturities								**2,000,000.00**		**2,000,000.00**	**0.00**	**2,000,000.00**		**1.048**	
Purchases															
05/23/17	05/24/17	313379DT3	AGCY BULET	FHLB	1.250	06/08/18		2,000,000.00	100.036	2,000,712.00	11,527.78	2,012,239.78		1.215	1.215
Total for: Purchases								**2,000,000.00**		**2,000,712.00**	**11,527.78**	**2,012,239.78**		**1.215**	**1.215**
Income Payments															
06/08/17	06/08/17	313379DT3	AGCY BULET	FHLB	1.250	06/08/18				0.00	12,500.00	12,500.00			
Total for: Income Payments										**0.00**	**12,500.00**	**12,500.00**			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	91,360,000.00	91,360,000.00		0.941	
Total Purchases	95,255,000.00	94,982,910.96		1.263	1.263
Total Income Payments	0.00	608,632.64			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
46640PT94	09/14/16	CP - DISC	J.P.Morgan Sec 0.000 06/09/17		0.00	99.159	0.00	21,658.30	0.00	0.00	0.00
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		5,000,000.00	99.017	4,950,863.89	16,809.70	37,683.31	11,452.80	4,988,547.20
92181NYF8	04/13/17	CP - DISC	Vanderbilt Univ 0.000 11/15/17		5,000,000.00	99.262	4,963,100.00	13,495.85	13,495.85	23,404.15	4,976,595.85
46640QC25	06/09/17	CP - DISC	J.P.Morgan Sec 0.000 03/02/18		5,000,000.00	98.958	4,947,908.33	4,308.32	4,308.32	47,783.35	4,952,216.65
Total for 2013 Park Bond					**15,000,000.00**		**14,861,872.22**	**56,272.17**	**55,487.48**	**82,640.30**	**14,917,359.70**
2013 Road Bond											
89233GRB4	07/15/16	CP - DISC	Toyota Mtr Cr 0.000 04/11/17		0.00	99.213	0.00	2,333.36	0.00	0.00	0.00
3135G0JA2	02/22/16	AGCY BULET	FNMA 1.125 04/27/17		0.00	100.509	0.00	(2,187.08)	0.00	0.00	0.00
46640PS95	11/10/16	CP - DISC	J.P.Morgan Sec 0.000 05/09/17		0.00	99.480	0.00	4,940.01	0.00	0.00	0.00
3130A5EP0	03/03/16	AGCY BULET	FHLB 0.625 05/30/17		0.00	99.762	0.00	2,204.16	0.00	0.00	0.00
313379FW4	02/18/16	AGCY BULET	FHLB 1.000 06/09/17		0.00	100.332	0.00	(1,231.56)	0.00	0.00	0.00
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec 0.000 06/12/17		0.00	99.423	0.00	6,960.00	0.00	0.00	0.00
3133EEX62	02/18/16	AGCY BULET	FFCB 0.800 06/16/17		0.00	100.060	0.00	(426.15)	0.00	0.00	0.00
46640PTL7	09/26/16	CP - DISC	J.P.Morgan Sec 0.000 06/20/17		0.00	99.162	0.00	12,555.55	0.00	0.00	0.00
3133EFK30	03/10/16	AGCY BULET	FFCB 0.770 07/07/17		7,000,000.00	99.882	6,991,726.00	1,568.91	8,169.42	104.58	6,999,895.42
89233GU79	10/11/16	CP - DISC	Toyota Mtr Cr 0.000 07/07/17		9,000,000.00	99.051	8,914,592.50	28,892.43	83,502.47	1,905.03	8,998,094.97
3137EADJ5	03/10/16	AGCY BULET	FHLMC 1.000 07/28/17		2,000,000.00	100.173	2,003,450.00	(626.60)	(3,262.02)	(187.98)	2,000,187.98
48306AVF1	03/22/17	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17		4,000,000.00	99.517	3,980,695.56	12,032.24	13,354.44	5,950.00	3,994,050.00
89233GVX1	12/05/16	CP - DISC	Toyota Mtr Cr 0.000 08/31/17		4,000,000.00	99.073	3,962,937.78	12,537.80	28,657.78	8,404.44	3,991,595.56
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		5,000,000.00	99.017	4,950,863.89	16,809.70	37,683.31	11,452.80	4,988,547.20
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		7,000,000.00	99.433	6,960,333.33	21,233.31	25,199.98	14,466.69	6,985,533.31
3134G3J68	03/03/16	AGCY BULET	FHLMC 0.900 09/18/17		4,000,000.00	99.992	3,999,680.00	51.64	275.84	44.16	3,999,955.84
46640PZ14	03/07/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		5,000,000.00	98.954	4,947,694.44	17,694.45	22,555.56	29,750.00	4,970,250.00
742651DK5	10/04/16	AGCY BULET	PEFCO 2.250 12/15/17		5,955,000.00	101.701	6,056,294.55	(21,148.00)	(62,628.62)	(38,665.93)	5,993,665.93
89233GZF6	03/24/17	CP - DISC	Toyota Mtr Cr 0.000 12/15/17		4,000,000.00	98.995	3,959,804.44	13,751.12	14,960.00	25,235.56	3,974,764.44
89233HA46	04/11/17	CP - DISC	Toyota Mtr Cr 0.000 01/04/18		8,000,000.00	99.002	7,920,195.56	24,119.96	24,119.96	55,684.48	7,944,315.52
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury 0.750 02/28/18		6,000,000.00	99.652	5,979,140.63	5,273.58	6,606.49	14,252.88	5,985,747.12
46640QC58	06/12/17	CP - DISC	J.P.Morgan Sec 0.000 03/05/18		5,000,000.00	98.958	4,947,908.33	3,720.82	3,720.82	48,370.85	4,951,629.15
46640QCL3	06/26/17	CP - DISC	J.P.Morgan Sec 0.000 03/20/18		5,000,000.00	98.895	4,944,745.83	1,034.72	1,034.72	54,219.45	4,945,780.55
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		9,000,000.00	100.058	9,005,256.00	(1,113.39)	(1,867.32)	(3,388.68)	9,003,388.68

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Road Bond											
912828QG8	04/27/17	TREAS NOTE	U.S. Treasury 2.625 04/30/18		7,000,000.00	101.504	7,105,273.44	(18,399.17)	(18,399.17)	(86,874.27)	7,086,874.27
313379DT3	02/13/17	AGCY BULET	FHLB 1.250 06/08/18		9,000,000.00	100.300	9,027,000.00	(5,082.21)	(7,786.35)	(19,213.65)	9,019,213.65
Total for 2013 Road Bond					**105,955,000.00**		**105,657,592.28**	**137,499.60**	**175,897.31**	**121,510.41**	**105,833,489.59**
2015 CO BONDS											
46640PTC7	12/15/16	CP - DISC	J.P.Morgan Sec 0.000 06/12/17		0.00	99.423	0.00	6,960.00	0.00	0.00	0.00
46640PZN6	03/31/17	CP - DISC	J.P.Morgan Sec 0.000 12/22/17		8,000,000.00	98.921	7,913,697.78	29,524.40	29,848.86	56,453.36	7,943,546.64
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		6,000,000.00	100.058	6,003,504.00	(742.26)	(1,244.88)	(2,259.12)	6,002,259.12
3135G0WJ8	06/12/17	AGCY BULET	FNMA 0.875 05/21/18		3,000,000.00	99.668	2,990,040.00	556.77	556.77	9,403.23	2,990,596.77
Total for 2015 CO BONDS					**17,000,000.00**		**16,907,241.78**	**36,298.91**	**29,160.75**	**63,597.47**	**16,936,402.53**
Conservation Fund											
3130A8PK3	02/06/17	AGCY BULET	FHLB 0.625 08/07/18		1,500,000.00	99.325	1,489,875.00	1,675.34	2,699.18	7,425.82	1,492,574.18
Total for Conservation Fund					**1,500,000.00**		**1,489,875.00**	**1,675.34**	**2,699.18**	**7,425.82**	**1,492,574.18**
Future Environmental Liability											
46640PZ14	03/08/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		1,500,000.00	98.958	1,484,366.67	5,308.33	6,708.33	8,925.00	1,491,075.00
Total for Future Environmental Liability					**1,500,000.00**		**1,484,366.67**	**5,308.33**	**6,708.33**	**8,925.00**	**1,491,075.00**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund											
3133EFKR7	10/30/15	AGCY BULET	FFCB 0.500 04/21/17		0.00	99.899	0.00	191.25	0.00	0.00	0.00
66844CTE4	02/15/17	CP - DISC	Northwestern Univ 0.000 06/14/17		0.00	99.679	0.00	9,969.45	0.00	0.00	0.00
74081JTU9	02/27/17	CP - DISC	Harvard Univ 0.000 06/28/17		0.00	99.681	0.00	4,644.44	0.00	0.00	0.00
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury 0.625 07/31/17		5,000,000.00	99.715	4,985,742.19	2,095.90	13,566.86	690.95	4,999,309.05
89233GVQ6	12/22/16	CP - DISC	Toyota Mtr Cr 0.000 08/24/17		10,000,000.00	99.143	9,914,250.00	31,850.00	66,850.00	18,900.00	9,981,100.00
3133EFEU7	08/31/16	AGCY BULET	FFCB 0.780 08/28/17		3,000,000.00	100.080	3,002,400.00	(671.70)	(1,974.60)	(425.40)	3,000,425.40
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		7,000,000.00	99.433	6,960,333.33	21,233.31	25,199.98	14,466.69	6,985,533.31
46640PWB5	12/16/16	CP - DISC	J.P.Morgan Sec 0.000 09/11/17		8,000,000.00	98.954	7,916,311.11	28,311.12	61,288.89	22,400.00	7,977,600.00
36164JWS9	02/27/17	CP - DISC	GE Capital Treasury 0.000 09/26/17		7,000,000.00	99.355	6,954,869.44	19,463.92	26,522.25	18,608.31	6,981,391.69
46640PX24	01/06/17	CP - DISC	J.P.Morgan Sec 0.000 10/02/17		3,000,000.00	98.954	2,968,616.67	10,616.67	20,533.32	10,850.01	2,989,149.99
89233GX35	01/06/17	CP - DISC	Toyota Mtr Cr 0.000 10/03/17		8,000,000.00	99.018	7,921,400.00	26,491.04	51,235.52	27,364.48	7,972,635.52
91514BAA1	05/02/17	CP - INT	Univ of TX 1.200 10/20/17		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G7V99	10/29/15	AGCY CALL	FHLMC 0.830 10/27/17	07/27/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
74081JYM1	06/29/17	CP - DISC	Harvard Univ 0.000 11/21/17		4,500,000.00	99.497	4,477,343.75	312.49	312.49	22,343.76	4,477,656.24
313378A43	10/29/15	AGCY BULET	FHLB 1.375 03/09/18		5,000,000.00	101.332	5,066,617.00	(7,079.35)	(47,052.55)	(19,564.45)	5,019,564.45
3134G7M73	09/30/15	AGCY CALL	FHLMC 1.000 03/30/18	09/30/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
8827234A4	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18		2,000,000.00	105.775	2,115,500.00	(20,411.80)	(54,084.70)	(61,415.30)	2,061,415.30
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18	08/11/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
313379DT3	06/16/17	AGCY BULET	FHLB 1.250 06/08/18		7,000,000.00	99.977	6,998,390.00	68.67	68.67	1,541.33	6,998,458.67
742651DS8	06/28/17	AGCY BULET	PEFCO 1.875 07/15/18		1,800,000.00	100.569	1,810,236.60	(80.12)	(80.12)	(10,156.48)	1,810,156.48
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	09/28/17	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	527.15	3,500.70	2,819.30	4,997,180.70
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	07/30/17	7,000,000.00	99.750	6,982,500.00	1,217.79	1,217.79	16,282.21	6,983,717.79
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(14,340.74)	(21,313.08)	(99,066.92)	2,099,066.92
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		7,000,000.00	99.841	6,988,870.00	1,112.16	2,964.99	8,165.01	6,991,834.99
Total for General Fund					**122,800,000.00**		**122,677,440.09**	**115,521.65**	**148,756.41**	**(26,196.50)**	**122,826,196.50**

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Passthrough Toll Reimb											
3130A7YB5	05/04/16	AGCY BULET	FHLB 0.625 05/04/17		0.00	99.972	0.00	122.50	0.00	0.00	0.00
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		0.00	100.055	0.00	(499.80)	0.00	0.00	0.00
313380EC7	06/20/16	AGCY BULET	FHLB 0.750 09/08/17		8,615,000.00	100.081	8,621,978.15	(1,440.17)	(5,906.01)	(1,072.14)	8,616,072.14
3133EDVU3	06/20/16	AGCY BULET	FFCB 1.125 09/22/17		3,597,000.00	100.546	3,616,639.62	(3,922.42)	(16,109.45)	(3,530.17)	3,600,530.17
313313VJ4	06/09/17	AGCY DISCO	FFCB 0.000 04/10/18		8,000,000.00	98.983	7,918,666.67	5,866.69	5,866.69	75,466.64	7,924,533.36
3133EF3B1	04/27/17	AGCY BULET	FFCB 0.750 04/18/18		6,155,000.00	99.639	6,132,780.45	4,040.70	4,040.70	18,178.85	6,136,821.15
3130A4GJ5	05/04/17	AGCY BULET	FHLB 1.125 04/25/18		4,800,000.00	99.963	4,798,224.00	288.19	288.19	1,487.81	4,798,512.19
Total for Passthrough Toll Reimb					**31,167,000.00**		**31,088,288.89**	**4,455.69**	**(11,819.88)**	**90,530.99**	**31,076,469.01**
Road and Bridge General											
48306AR33	11/21/16	CP - DISC	Kaiser Foundation Hospital 0.000 04/03/17		0.00	99.645	0.00	266.65	0.00	0.00	0.00
89233GSS6	09/02/16	CP - DISC	Toyota Mtr Cr 0.000 05/26/17		0.00	99.128	0.00	5,408.34	0.00	0.00	0.00
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		0.00	100.055	0.00	(214.20)	0.00	0.00	0.00
89233GUR5	10/28/16	CP - DISC	Toyota Mtr Cr 0.000 07/25/17		5,000,000.00	99.093	4,954,625.00	15,293.05	41,341.65	4,033.35	4,995,966.65
313313SV1	04/04/17	AGCY DISCO	FFCB 0.000 02/08/18		5,000,000.00	99.079	4,953,930.56	13,077.79	13,077.79	32,991.65	4,967,008.35
89233HBC7	05/26/17	CP - DISC	Toyota Mtr Cr 0.000 02/12/18		3,000,000.00	99.032	2,970,961.67	3,990.01	3,990.01	25,048.32	2,974,951.68
3135G0WJ8	06/09/17	AGCY BULET	FNMA 0.875 05/21/18		3,000,000.00	99.665	2,989,950.00	644.76	644.76	9,405.24	2,990,594.76
Total for Road and Bridge General					**16,000,000.00**		**15,869,467.23**	**38,466.40**	**59,054.21**	**71,478.56**	**15,928,521.44**
Tobacco Funds											
46640PSQ7	09/02/16	CP - DISC	J.P.Morgan Sec 0.000 05/24/17		0.00	99.237	0.00	3,062.22	0.00	0.00	0.00
313379DT3	05/24/17	AGCY BULET	FHLB 1.250 06/08/18		2,000,000.00	100.036	2,000,712.00	(67.70)	(67.70)	(644.30)	2,000,644.30
Total for Tobacco Funds					**2,000,000.00**		**2,000,712.00**	**2,994.52**	**(67.70)**	**(644.30)**	**2,000,644.30**
Total for Williamson County					**312,922,000.00**		**312,036,856.16**	**398,492.61**	**465,876.09**	**419,267.75**	**312,502,732.25**

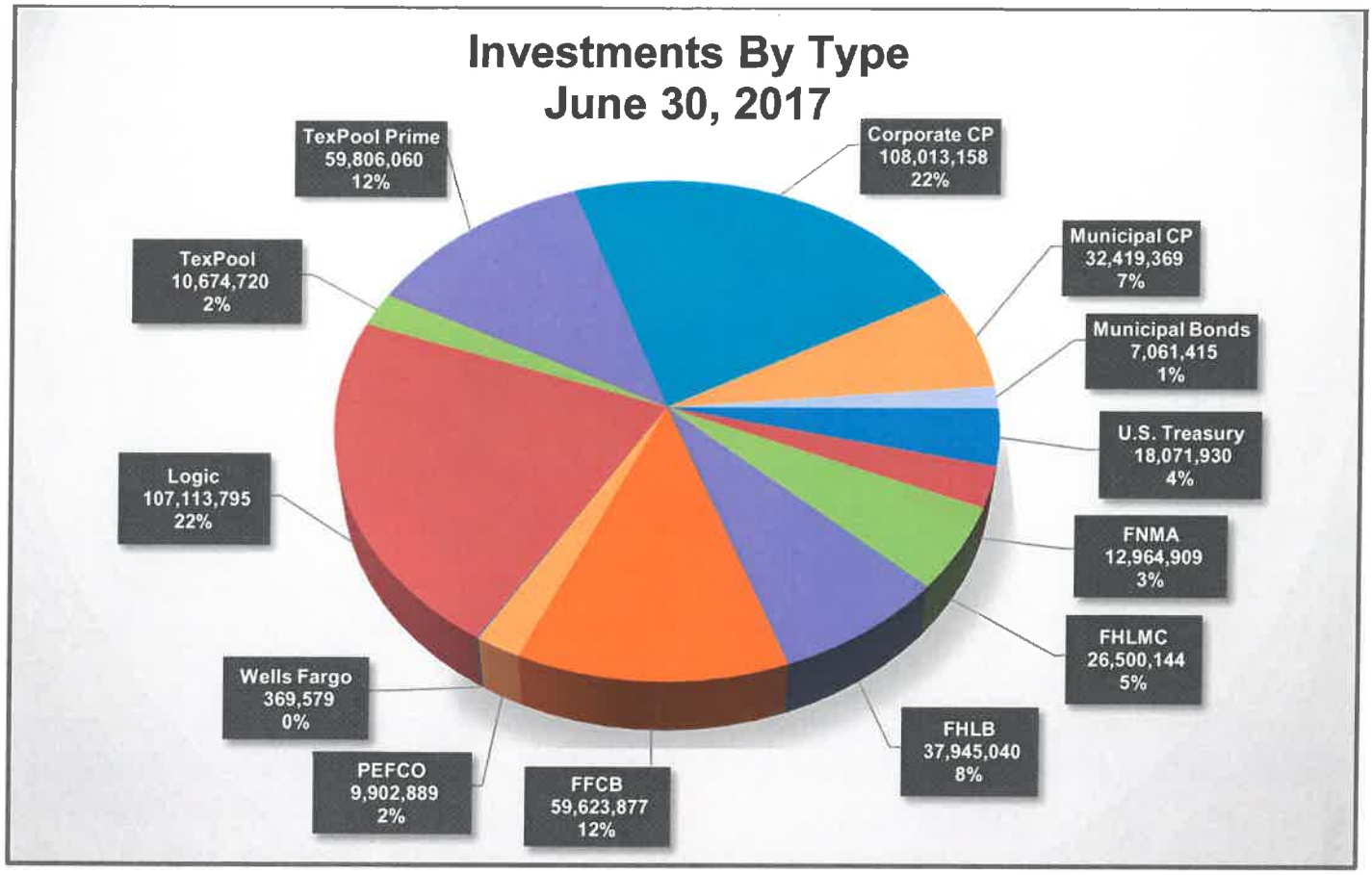
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Park Bond						
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	09/01/17	0.00	5,000,000.00	5,000,000.00
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	11/15/17	0.00	5,000,000.00	5,000,000.00
Total for 2013 Park Bond				**0.00**	**10,000,000.00**	**10,000,000.00**
2013 Road Bond						
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	07/07/17	26,950.00	7,000,000.00	7,026,950.00
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	07/07/17	0.00	9,000,000.00	9,000,000.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	07/28/17	10,000.00	2,000,000.00	2,010,000.00
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	08/15/17	0.00	4,000,000.00	4,000,000.00
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	08/31/17	0.00	4,000,000.00	4,000,000.00
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	08/31/17	22,500.00	0.00	22,500.00
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	09/01/17	0.00	5,000,000.00	5,000,000.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	09/01/17	0.00	7,000,000.00	7,000,000.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	09/18/17	18,000.00	4,000,000.00	4,018,000.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	10/04/17	46,800.00	0.00	46,800.00
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	10/31/17	91,875.00	0.00	91,875.00
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	12/01/17	0.00	5,000,000.00	5,000,000.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	56,250.00	0.00	56,250.00
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	12/15/17	66,993.75	5,955,000.00	6,021,993.75
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	12/15/17	0.00	4,000,000.00	4,000,000.00
Total for 2013 Road Bond				**339,368.75**	**56,955,000.00**	**57,294,368.75**
2015 CO BONDS						
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	10/04/17	31,200.00	0.00	31,200.00
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	11/21/17	13,125.00	0.00	13,125.00
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	12/22/17	0.00	8,000,000.00	8,000,000.00
Total for 2015 CO BONDS				**44,325.00**	**8,000,000.00**	**8,044,325.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Conservation Fund						
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	08/07/17	4,687.50	0.00	4,687.50
Total for Conservation Fund				**4,687.50**	**0.00**	**4,687.50**
Future Environmental Liability						
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	12/01/17	0.00	1,500,000.00	1,500,000.00
Total for Future Environmental Liability				**0.00**	**1,500,000.00**	**1,500,000.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
General Fund						
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	07/15/17	16,875.00	0.00	16,875.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	07/31/17	15,625.00	5,000,000.00	5,015,625.00
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	08/24/17	0.00	10,000,000.00	10,000,000.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	08/28/17	11,700.00	3,000,000.00	3,011,700.00
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	09/01/17	0.00	7,000,000.00	7,000,000.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	09/09/17	34,375.00	0.00	34,375.00
46640PWB5	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	09/11/17	0.00	8,000,000.00	8,000,000.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	09/15/17	43,750.00	0.00	43,750.00
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	09/26/17	0.00	7,000,000.00	7,000,000.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	09/28/17	31,625.00	0.00	31,625.00
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	09/30/17	25,000.00	0.00	25,000.00
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/17	24,625.00	0.00	24,625.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	10/01/17	50,000.00	0.00	50,000.00
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	10/02/17	0.00	3,000,000.00	3,000,000.00
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	10/03/17	0.00	8,000,000.00	8,000,000.00
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	10/20/17	28,500.00	5,000,000.00	5,028,500.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	10/24/17	37,450.00	0.00	37,450.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	10/27/17	20,750.00	5,000,000.00	5,020,750.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/17	23,250.00	0.00	23,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	10/30/17	40,250.00	0.00	40,250.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	11/11/17	25,000.00	0.00	25,000.00
74081JYM1	CP - DISC	Harvard Univ 0.000 11/21/17	11/21/17	0.00	4,500,000.00	4,500,000.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	43,750.00	0.00	43,750.00
Total for General Fund				**472,525.00**	**65,500,000.00**	**65,972,525.00**
Passthrough Toll Reimb						
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	09/08/17	32,306.25	8,615,000.00	8,647,306.25
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	09/22/17	20,233.12	3,597,000.00	3,617,233.12
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	10/18/17	23,081.25	0.00	23,081.25
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	10/25/17	27,000.00	0.00	27,000.00
Total for Passthrough Toll Reimb				**102,620.62**	**12,212,000.00**	**12,314,620.62**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Road and Bridge General						
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	07/25/17	0.00	5,000,000.00	5,000,000.00
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	11/21/17	13,125.00	0.00	13,125.00
Total for Road and Bridge General				**13,125.00**	**5,000,000.00**	**5,013,125.00**
Tobacco Funds						
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	12,500.00	0.00	12,500.00
Total for Tobacco Funds				**12,500.00**	**0.00**	**12,500.00**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			July 2017	69,450.00	28,000,000.00	28,069,450.00
			August 2017	38,887.50	21,000,000.00	21,038,887.50
			September 2017	205,289.37	55,212,000.00	55,417,289.37
			October 2017	444,781.25	21,000,000.00	21,444,781.25
			November 2017	51,250.00	9,500,000.00	9,551,250.00
			December 2017	179,493.75	24,455,000.00	24,634,493.75
		Total Projected Cash Flows for Williamson County		**989,151.87**	**159,167,000.00**	**160,156,151.87**


Investments By Type
June 30, 2017
TexPool Prime
59,806,060
12%
Corporate CP
108,013,158
22%
TexPool
10,674,720
2%
Municipal CP
32,419,369
7%
Municipal Bonds
7,061,415
1%
U.S. Treasury
18,071,930
4%
Logic
107,113,795
22%
FNMA
12,964,909
3%
FHLMC
26,500,144
5%
Wells Fargo
369,579
0%
FHLB
37,945,040
8%
PEFCO
9,902,889
2%
FFCB
59,623,877
12%


Investments By Maturity
June 30, 2017
Millions
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$0
Pools
0-3 Months
3-6 Months
6-9 Months
9-12 Months
1-2 Years
2-3 Years
Over 3 Years

Commissioners Court - Regular Session **20.**

Meeting Date: 08/29/2017

Donation of Ballistic body armor plates for Constable Pct. 3

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of ballistic body armor plates for the Pct. 3 Constable Office from Marilie Walker.

Background

Ms. Marilie Walker would like to donate 11 ballistic body armor plates to the Pct. 3 Constable's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Form Started By: Theresa Lock		Started On: 08/21/2017 03:56 PM
Final Approval Date: 08/22/2017		

Commissioners Court - Regular Session **21.**

Meeting Date: 08/29/2017

Donation

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on accepting a donation of body armor ballistic plates and plate carriers for the Constable Precinct 2 office from Marilie Walker.

Background

Ms. Marilie Walker is donating a total of 10 sets of HESCO body armor ballistic plates with 10 CONDOR ballistic plate carriers to the Precinct 2 Constable Office. The ballistic plates are capable of defeating multiple hits from rifle calibers commonly used by assault style weapons. The plates and vests will protect deputies responding to active shooter type situations and service of high risk warrants. To date, Ms. Walker has donated several sets of the same type of ballistic plates and vests to other Williamson County law enforcement agencies, including the Williamson County Sheriff's Office. The donation will have no financial impact to the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Body Armor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2017 10:55 AM
Form Started By: Kathy Pierce		Started On: 08/23/2017 09:55 AM
Final Approval Date: 08/23/2017		



Perfect for rapid response to active shooter scenarios, this Lightweight Level IV Active Shooter package from United Shield includes two Zeta Lite 6H NIJ 0101.06 certified Stand Alone Ballistic Plates and a RPSS (Rifle Plate Suspension System) Carrier with Police Placard. This package immediately provides responders with maximum protection, above and beyond the standard level of protection offered by the standard-issue soft body armor.

Constructed from ceramic and polyethylene, the Level IV Zeta Lite 6H plates measure 10" x 12" and weigh 5.9 lbs. each. Ergonomically designed to offer the user NIJ 0101.06 certified stand-alone protection from the following threats.

SPECS

- 7.62 NATO AP
- 7.62 x 63 AP (M2AP)
- 7.62 x 63 B-32 API
- 7.62 x 54R LPS
- 30.06 APM2

The RPSS carrier gives the end user the ability to have a one size fits all vest, with MOLLE compatibility for easy attachment of additional gear.

- Front and back, bottom-loading pockets hold a 10" x 12" ballistic plate
- MOLLE compatible
- Hook and loop fields
- POLICE Placard (front and back)
- Drag strap
- Fully adjustable, one size fits all

CUSTOMERS ALSO PURCHASED



5ive star gear



3m

Commissioners Court - Regular Session **22.**

Meeting Date: 08/29/2017

participation in regional habitat conservation plan for a WCRBP project - Georgetown Inner Loop

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for a parcel of the project area for roadway safety improvements for a 1.7 mile segment between Maple Street and Southwestern Boulevard.

Background

Project is for safety improvements to a 1.7 miles segment of Georgetown Inner Loop between Maple Street and Southwestern Boulevard. The entire project area is 14.3 acres with 8.04 acres of disturbance and 7.74 acres with potential to impact a karst area. This participation is by the Williamson County Road Bond Program.

Staff recommends the following action: Authorize County Judge or designee to sign (execute) Determination Letter and to execute Participation Agreement, when presented, for this project, WCCF file 20170816, and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter for WCCF 20170816

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:07 AM
Form Started By: Gary Boyd		Started On: 08/24/2017 08:48 AM
Final Approval Date: 08/24/2017		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Also by email to HNTB at ceschberger@HNTB.com

Board of Directors
As of May 16,2017

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

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

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

John Hesser
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Secretary to the Board
Gary Boyd,
Director, WCCF

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

August 24, 2017

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

Re: Project is a portion of the Georgetown Inner Loop (Southeast Bypass) for implementation of safety improvements along approximately 1.7 miles between Maple Street and Southwestern Boulevard. The average Right-of-Way will be 130 feet, a project parcel comprising 14.3 acres with 8.04 acres of disturbance and potential karst impacts totaling 7.74 acres. WCCF file number 20170816.

Dear Judge Gattis:

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

1. **The enrollment fee for participation for the referenced project will be $800.00. (Eight Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 7.74 acres out of a total disturbance area of 8.04 acres. and full impact to one known species habitat feature (*Texella reyesi*). No known or recognized habitat for Golden Cheeked Warbler or Black Capped Vireo exists within the project area.**
2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

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

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

Sincerely,

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

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

By: _____

Title: _____

Date: _____

~~~~~~
Note:

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

Commissioners Court - Regular Session **23.**

Meeting Date: 08/29/2017

Rodriguez WA 2 Supp 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 for On Call Geotechnical Engineering and Material Testing under contract for Engineering Services between Rodriguez Engineering Laboratories LLC and Williamson County Road and Bridge dated January 10, 2017.

Background

This supplemental is to extend the expiration date to September 30, 2018 only.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Supp WA1 to WA2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/24/2017 09:27 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:09 AM
Form Started By: Vicky Edwards		Started On: 08/22/2017 11:59 AM
Final Approval Date: 08/24/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. __1_
TO
WORK AUTHORIZATION NO. _2___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Geotechnical Engineering and Material Testing

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 10, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective August 1, 2017 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to September 30, 2018. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

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

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

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

ENGINEER:

By: _____
Signature

Jose Melendez, P.E.
Printed Name

Laboratory Engineer
Title

8/22/17
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment C - Work Schedule

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

Commissioners Court - Regular Session **24.**

Meeting Date: 08/29/2017

WCEMS New Member Recognition

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

Background

Williamson County EMS would like to recognize our newest members and their successful completion of the training academy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2017 10:40 AM
Form Started By: Michael Knipstein		Started On: 08/21/2017 06:59 AM
Final Approval Date: 08/21/2017		

Commissioners Court - Regular Session **25.**

Meeting Date: 08/29/2017

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

Submitted For: Robert Daigh **Submitted By:** Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/17/2017 09:01 AM
Form Started By: Lydia Linden		Started On: 07/17/2017 08:48 AM
Final Approval Date: 07/17/2017		

Commissioners Court - Regular Session **26.**

Meeting Date: 08/29/2017

CR 110 Middle Kimley-Horn Supplemental No. 3 to PSA

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Supplemental No. 3 to the Professional Services Agreement (PSA) for CR 110 Middle Section (Limmer Loop to CR 107) between Williamson County and Kimley-Horn and Associates, Inc. relating to the 2013 Road Bond Program.

Background

This Supplemental only adds the sub-consultant rate sheets to the contract as requested by the Williamson County Auditor's office. No rates were changed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR110M-KimleyHorn-Supp3PSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Marie Walters		Started On: 08/23/2017 05:45 PM
Final Approval Date: 08/24/2017		

RECEIVED
AUG 14 2017
BY: PST

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, *(the "County")* and Kimley-Horn and Associates, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on January 18, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to $780,000.00; and,

WHEREAS, the ***"Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $780,000.00; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II (must be attached).

All other provisions are unchanged and remain in full force and effect.

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

ENGINEER:
By: _____
Signature

Brian Boecke
Printed Name

Vice President
Title

8/14/17
Date

COUNTY:
By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MJ 8/22/2017

EXHIBIT II

HOURLY RATES

Kimley-Horn and Associates, Inc.

1. Senior Engineer I.....$ 205.00

2. Senior Engineer II/Senior Professional $ 165.00

3. Professional.....$ 135.00

4. Analyst.....$ 100.00

5. Senior Designer.....$ 130.00

6. CAD Technician.....$ 85.00

7. Senior Support Staff.....$ 95.00

8. Support Staff.....$ 70.00

CP&Y, Inc.

1. Project Manager.....$ 215.00

2. Senior Engineer.....$ 165.00

3. Design Engineer.....$ 110.00

4. E.I.T.....$ 92.00

5. Chief Hydrologist.....$ 200.00

6. Admin/Clerical.....$ 70.00

SAM, LLC

1. 2-Man Field Crew/2 Person Field Crew $ 130.00

2. 3-Man Field Crew/3 Person Field Crew $ 160.00

3. Sr. Project Manager/Associate.....$ 145.00

4. Senior Technician .....$ 90.00

5. Survey Technician .....$ 80.00

6. Project Manager.....$ 125.00

7. Clerical Support.....$ 60.00

8. Field Coordinator.....$ 85.00

9. Mobile Mapping Senior Manager.....$230.00

10. Mobile Mapping Project Manager.....$185.00

11. Mobile Mapping Technician.....$110.00

12. Staff Surveyor.....$110.00

INLAND GEODETICS, LLC

1. 2-Man Field Crew.....$ 125.00

2. 3-Man Field Crew/3 Person Field Crew $ 150.00

3. Project Manager.....$ 125.00

4. RPLS.....$ 114.00

5. GPS Operator.....$ 105.00

6. Tech.....$ 85.00

7. Admin/Clerical Support .....$ 46.00

ALLIANCE TRANSPORTATION GROUP

1. Project Administration.....$95.00

2. Clerical.....$59

3. Senior Project Manager.....$240

4. EIT.....$90

Commissioners Court - Regular Session **27.**

Meeting Date: 08/29/2017

1601-045 Bill Pickett Trail Change Order No. 5

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of -$122,394.06 for Bill Pickett Trail, a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. Fifty-four (54) days will be added to the contract, due to an unusually high number of bad weather days that slowed the progress of construction. This was compared to the average weather data for the months of May, August, and November 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1601-045 Bill Pickett Trail CO No. 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 10:02 AM
Form Started By: Dawn Haggard		Started On: 08/24/2017 09:01 AM
Final Approval Date: 08/24/2017		

RECEIVED
AUG 21 2017
BY: PSI

Received
AUG 18 2017
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 5

Project:	*1601-045*
Roadway:	*Bill Pickett Tr.*
CSJ Number:	

1. CONTRACTOR: **Cox Commercial Construction**
2. Change Order Work Limits: Sta. **17+09.69** to Sta. **72+55.77**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2E: Differing site conditions (unforeseeable). Miscellaneous differences in site condition (unforeseeable) (Item 9). This Change Order provides the final balancing of overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 54 days to the contract due to an unusually high number of bad weather days(work could not be performed) compared to average weather data for the months of May, August, and November, 2016, which slowed the progress of the construction of the project.

6. Work to be performed in accordance with Items: **N/A**
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).

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 CONTRACTOR Date 8/17/17

By

Typed/Printed Name DARREN OKENFELS

Typed/Printed Title SR. V.P.

The following information must be provided

Time Ext. #: **2** Days added on this CO: **54**

Amount added by this change order: **($122,394.06)**

RECOMMENDED FOR EXECUTION:

Project Manager P.E. 8/21/17 Date

N/A
Design Engineer Date

Program Manager 8/22/2017 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: ***5*** ***Project #*** ***1601-045***

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
0310-6001	PRIME COAT (MULTI-OPTION)	GAL	$3.50	5,631.00	$19,708.50	(1,441.00)	4,190.00	$14,665.00	($5,043.50)
0341-6008	D-GR HMA TY B PG 64-22	TON	$60.00	6,118.00	$367,080.00	(594.80)	5,523.20	$331,392.00	($35,688.00)
0400-6005	CEM STABIL BKFL	CY	$175.00	121.00	$21,175.00	(33.50)	87.50	$15,312.50	($5,862.50)
0401-6001	FLOWABLE BACKFILL	CY	$115.00	33.00	$3,795.00	4.00	37.00	$4,255.00	$460.00
0416-6004	DRILL SHAFT (36 IN)	LF	$180.00	375.00	$67,500.00	(5.70)	369.30	$66,473.46	($1,026.54)
0422-6015	APPROACH SLAB	CY	$585.00	55.00	$32,175.00	13.32	68.32	$39,967.20	$7,792.20
0432-6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	$130.00	320.00	$41,600.00	68.65	388.65	$50,524.50	$8,924.50
0432-6045	RIPRAP (MOWSTRIP)(4 IN)	CY	$850.00	10.00	$8,500.00	2.00	12.00	$10,200.00	$1,700.00
0454-6004	ARMOR JOINT (SEALED)	LF	$200.00	34.00	$6,800.00	34.00	68.00	$13,600.00	$6,800.00
0464-6003	RC PIPE (CL III)(18 IN)	LF	$70.00	200.00	$14,000.00	82.00	282.00	$19,740.00	$5,740.00
0464-6018	RC PIPE (CL IV)(24 IN)	LF	$90.00	74.00	$6,660.00	(74.00)	0.00	$0.00	($6,660.00)
0506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$18.00	273.00	$4,914.00	(232.00)	41.00	$738.00	($4,176.00)
0506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	LF	$35.00	85.00	$2,975.00	(85.00)	0.00	$0.00	($2,975.00)
0506-6011	ROCK FILTER DAMS (REMOVE)	LF	$6.00	358.00	$2,148.00	(358.00)	0.00	$0.00	($2,148.00)
0506-6020	CONSTR EXITS (INSTALL)(TY 1)	SY	$15.00	200.00	$3,000.00	(61.20)	138.80	$2,082.00	($918.00)
0506-6024	CONSTR EXITS (REMOVE)(TY 1)	SY	$6.00	200.00	$1,200.00	(61.20)	138.80	$832.80	($367.20)
0506-6041	BIODEG EROSN CONT LOGS (INSTALL)(12")	LF	$4.00	5,162.00	$20,648.00	(983.00)	4,179.00	$16,716.00	($3,932.00)
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$1.00	5,162.00	$5,162.00	(983.00)	4,179.00	$4,179.00	($983.00)
TOTALS					$629,040.50			$590,677.46	($38,363.04)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5 ***Project # 1601-045***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0530-6004	DRIVEWAYS (CONC)	SY	$80.00	813.00	$65,040.00	(74.00)	739.00	$59,120.00	($5,920.00)
0666-6035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	$1.00	1,685.00	$1,685.00	995.00	2,680.00	$2,680.00	$995.00
0666-6053	REFL PAV MRK TY I (W) ARROW (090MIL)	EA	$80.00	13.00	$1,040.00	1.00	14.00	$1,120.00	$80.00
0666-6077	REFL PAV MRKTY I (W) WORD (090MIL)	EA	$110.00	13.00	$1,430.00	1.00	14.00	$1,540.00	$110.00
0666-6119	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	LF	$0.50	466.00	$233.00	181.00	647.00	$323.50	$90.50
0666-6125	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	$0.50	16,766.00	$8,383.00	636.00	17,402.00	$8,701.00	$318.00
0672-6007	REFL PAV MRKR TY I-C	EA	$4.00	85.00	$340.00	76.00	161.00	$644.00	$304.00
WC5001 002	GEOGRID BASE REINFOR (TY II)	SY	$2.00	34,698.00	$69,396.00	1,369.00	36,067.00	$72,134.00	$2,738.00
0999-WC01	CONTRACTOR FORCE ACCOUNT 1	DOL	$1.00	25,000.00	$25,000.00	(13,506.88)	11,493.12	$11,493.12	($13,506.88)
0416-WC01	CORE HOLES FOR BRIDGES	EA	$200.00	10.00	$2,000.00	(10.00)	0.00	$0.00	($2,000.00)
0341-WC01	ESTIM PROD AND PLACE BONUS/PENALTY (TY B)	DOL	$1.00	42,200.00	$42,200.00	(36,555.70)	5,644.30	$5,644.30	($36,555.70)
0341-WC02	ESTIM PROD AND PLACE BONUS/PENALTY (TY C)	DOL	$1.00	33,200.00	$33,200.00	(26,188.59)	7,011.41	$7,011.41	($26,188.59)
0585-WC01	CONTRACTOR FORCE ACCOUNT 2 QA/QC RIDE QUALITY PAY ADJUSTMENT (SCHED 3)	DOL	$1.00	8,400.00	$8,400.00	(8,400.00)	0.00	$0.00	($8,400.00)
0999-0001	SELECT FILL (8")	SY	$6.00	30,559.00	$183,354.00	1,414.00	31,973.00	$191,838.00	$8,484.00
0341-6042	D-GR HMA TY D SAC-B PG 70-22	TON	$79.00	4,261.00	$336,619.00	(148.12)	4,112.88	$324,917.52	($11,701.48)
0316-6465	ASPH (TFT-H)	GAL	$5.57	5,750.00	$32,027.50	1,040.00	6,790.00	$37,820.30	$5,792.80
0166-6001	FERTILIZER	AC	$667.1386	12.26	$8,179.12	(12.26)	0.00	$0.00	($8,179.12)
0166-6001A	FERTILIZER	AC	$667.14	0.00	$0.00	13.97	13.97	$9,319.95	$9,319.95
0169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.33623	50,000.00	$66,811.50	(50,000.00)	0.00	$0.00	($66,811.50)
0166-6001A	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.34	0.00	$0.00	50,000.00	50,000.00	$67,000.00	$67,000.00
The "Totals" from Table B of the previous work sheet:					$629,040.50			$590,677.46	($38,363.04)
TOTALS					$1,514,378.62			$1,391,984.56	($122,394.06)

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

Bill Pickett Trail
Williamson County Project No. 1601-045

Change Order No. 05

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. Fifty-four (54) days will be added to the contract, due to an unusually high number of bad weather days that slowed the progress of construction. This was compared to the average weather data for the months of May, August, and November 2016.

This Change Order results in a net decrease of $122,394.06 to the Contract amount, for an adjusted Contract total of $3,559,880.56. The original Contract amount was $3,806,133.30. As a result of this and all Change Orders to-date, $246,252.74 has been deducted from the Contract, resulting in a 6.5% net reduction in the Contract cost.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **28.**

Meeting Date: 08/29/2017

1603-064 Arterial H Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of $132,771.00 for Arterial H, a Road Bond Project in Commissioner Pct. 3.

Background

This Change Order adds quantities to various existing Contract items for the Contractor to remobilize and adds dollars for the inflation of labor rates, due to the delay of the road construction start date. This delay was due to the TCEQ approval process for the Water Quality pond design changes that were necessary because of the unknown existing water table elevation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1603-064 Arterial H CO No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 10:02 AM
Form Started By: Dawn Haggard		Started On: 08/24/2017 09:35 AM
Final Approval Date: 08/24/2017		

RECEIVED
AUG 15 2017
BY: PSI

Received
AUG 10 2017
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Patin Construction**

2. Change Order Work Limits: Sta. **10+00** to Sta. **53+67.30**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4C & 2C** (3 Max. - In order of importance - Primary first)

Project:	***1603-064***
Roadway:	***Arterial H***
CSJ Number:	

5. Describe the work being revised:

4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. **2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed).** Design changes were necessary, due to unknown elevation of existing water table.

6. Work to be performed in accordance with Items: _____

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 CONTRACTOR Date 8/10/17

By _____

Typed/Printed Name Tim Patin

Typed/Printed Title President

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **$132,771.00**

RECOMMENDED FOR EXECUTION:

_____ 8/14/17
Project Manager Date

N/A
Design Engineer Date

_____ 8/22/2017
Program 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: *1* ***Project #*** *1603-064*

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
100-6002	PREPARING ROW	STA	$1,500.00	41.60	$62,400.00	20.80	62.40	$93,600.00	$31,200.00
156-6001	BULLDOZER WORK	HR	$135.15	0.00	$0.00	20.00	20.00	$2,703.00	$2,703.00
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	$0.75	23,232.00	$17,424.00	6,000.00	29,232.00	$21,924.00	$4,500.00
164-WC01	SEEDING FOR EROSION CONTROL	SY	$0.50	23,232.00	$11,616.00	6,000.00	29,232.00	$14,616.00	$3,000.00
500-WC01	REMOBILIZATION (DELAY)	LS	$1.00	0.00	$0.00	66,000.00	66,000.00	$66,000.00	$66,000.00
502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$1,200.00	3.00	$3,600.00	14.00	17.00	$20,400.00	$16,800.00
999-WC02	LABOR INFLATION	LS	$1.00	0.00	$0.00	8,568.00	8,568.00	$8,568.00	$8,568.00
TOTALS					$95,040.00			$227,811.00	$132,771.00

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

Arterial H
Williamson County Project No. 1603-064

Change Order No. 1

Reason for Change

This Change Order adds quantities to various existing Contract items for the Contractor to remobilize and adds dollars for the inflation of labor rates, due to the delay of the road construction start date. This delay was due to the TCEQ approval process for the Water Quality pond design changes that were necessary because of the unknown existing water table elevation.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
156-6001	BULLDOZER WORK	20	HR
500-WC01	REMOBILIZATION (DELAY)	66,000	LS
999-WC02	LABOR INFLATION	8,568	LS

This Change Order results in a net increase of $132,771.00 to the Contract amount, for an adjusted Contract total of $3,343,705.80. The original Contract amount was $3,210,934.80. As a result of this and all Change Orders to-date, $132,771.00 has been added to the Contract, resulting in a 4.1% net increase in the Contract cost. Zero (0) days have been added to the Contract as a result of this Change Order because the initial work was done under a Limited and Conditional Notice to Proceed.

HNTB Corporation

James Klotz, P.E.

Item	1		Unit			
100-6002	PREPARING ROW		STA		20.8	add qty = 1/2 of original amount
			$/STA	$	1,500	existing rate
				$	**31,200**	TOTAL
Item	**2**		**Unit**			
156-6001	BULLDOZER WORK		HR			new item
Equipment	JD Dozer					
	Blue book rental rate / hour		$/HR	$	86.52	
	Allowable Mark-up of 15%		$/HR	$	99.50	
	Work Hours		HR		20	
		Subtotal		$	1,990.00	
Labor	Labor Rate		$/HR	$	20.00	
	Allowable Mark-up for Burden of 55%		$/HR	$	31.00	
	Allowable Mark-up for OH of 15%		$/HR	$	35.65	
	Work Hours		HR		20	
		Subtotal		$	713.00	
		Total Quantity	HR		20	
		Total Unit Rate	$/HR	$	135.15	
				$	**2,703.00**	TOTAL
Item	**3**		**Unit**			
160-WC02	FURNISHING AND PLACING TOPSOIL (4")		SY		6,000	add qty
			$/SY	$	0.75	existing rate
				$	**4,500**	TOTAL
Item	**4**		**Unit**			
164-WC01	SEEDING FOR EROSION CONTROL		SY		6,000	add qty
			$/SY	$	0.50	existing rate
				$	**3,000**	TOTAL
Item	**5**		**Unit**			
500-WC01	REMOBILIZATION (DELAY)		LS		1.0	new item = re-mobilization to project after delay
			$/LS	$	66,000	existing rate
				$	**66,000**	TOTAL
Item	**6**		**Unit**			
502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING		MO		14	=(12 months delay)+(2 months to correct original plan qty) or 426 calendar days
			$/MO	$	1,200	existing rate
				$	**16,800**	TOTAL
Item	**7**		**Unit**			
999-WC02	LABOR INFLATION		LS		1.0	new item = 2% of Contractor's Labor cost for roadway
			$/LS	$	8,568	= 2%($428,400)
				$	**8,568**	TOTAL
				$	**132,771.00**	**GRAND TOTAL for CO #1**

This Change Order pays the Contractor additional costs that were incurred, due to the delay in the start of road construction on the project. TCEQ did not provide final approval of the project due to an issue with an offsite water quality pond, therefore roadway work could not begin as originally scheduled. The Contractor was requested to install the City of Round Rock waterline, so portions of the right-of-way (ROW) were disturbed. After this work was completed, the project limits had to be stabilized per TCEQ requirements. Once the project received final TCEQ approval, construction for the roadway began. See following descriptions for each item listed in this Change Order.

Item 100-6002 Preparing ROW. Agreed to pay half of the original plan quantity for additional ROW clearing. Contractor had to clear vegetation and prepare ROW where the waterline was installed. This area had to be graded and stabilized during delay. The original bid item was overrun to pay for the additional work.

Item 156-6001 Bulldozer Work. Contractor used a bulldozer to grade the areas disturbed and make stockpiles from waterline installation spoils that will be used for the construction of the roadway. Stockpiles were tracked and stabilized. This is a new bid item that will be added to the contract. The cost of the equipment was determined by using the Equipment Watch Blue Book rate and a conservative rate for the operator. See attached backup from the Blue Book.

Item 160-WC01 Furnishing and Placing topsoil (4”). After installation of the waterline and due to the delay in receiving TCEQ approval for the road work, all areas within the project limits that were disturbed during the installation of the waterline were stabilized with topsoil and seed per TCEQ requirements. If no work is performed within 14 days, disturbed areas are required to be stabilized. The original bid item was overrun to pay for the additional work.

Item 164-WC01 Seeding for Erosion Control. Seed was spread on the topsoil to stabilize the limits of the project. The original bid item was overrun to pay for the additional work.

Item 500-WC01 Remobilization (Delay). Agreed to pay half of the original plan quantity for the additional re-mobilization of resources to the project. Labor and equipment were mobilized to the project to install the waterline, then demobilized when the waterline work was complete and road work could not begin. Contractor required to mobilize an additional time for the road work.

Item 502-WC01 Barricades, signs and traffic handling. Delay lasted 12 months from June 2016 to June 2017. The original contract called for 150 work days but included only 3 months of barricades. Two (2) months of barricades were needed to correct the error in the plans and 12 months of barricades were added for the delay for a total of 14 additional barricades. Barricades were installed for the waterline work and left in place during the delay because the duration of the delay. Time charges were suspended during the water line installation work and the delay. Time charges began on 6/4/2017, when the road work began. The original bid item was overrun to pay for the additional work.

Item 999-WC02 Labor Inflation. The County agreed to pay 2% inflation on the cost of labor for the remaining work on the project. The contractor submitted a cost of $428,400 for labor for the remaining work on the project.

The following is a summary of new items required for this change order.

Item	Description	Qty	Unit
Item 156-6001	Bulldozer work	20	Hour
Item 999-WC02	Labor Inflation	8,568	Lump Sum

This Change order results in a net increase of $132,771.00 to the Contract amount, for an adjusted contract amount of $3,343,705.80. The original Contract amount was $3,210,934.80. As a result of this and all change orders to-date, $132,771.00 has been added to the Contract, resulting in a 4.1% net increase in the Contract cost. No (0) time has been added to the contract as a result of this change order because the initial work was done under a Limited and Conditional Notice to Proceed.

t/se.



DEERE

750J WT

+ ADD TO SAVED MODELS

Crawler Tractors (/search?facets=%5B%7B%22facetId%22%3A%22category%22%2C%22facetFilter%22%3A%5B31%5D%7D%5D)
› Standard Crawler Dozers (/search?facets=%5B%7B%22facetId%22%3A%22subtype%22%2C%22facetFilter%22%3A%5B751%5D%7D%5D)
› 130 - 159 HP
| ⇄ COMPARE SIMILAR MODELS (/COMPARE-SIMILAR-MODELS/32442?CONFIGURATIONSEQUENCE=2&MODELYEAR=2017)

MARKET POPULARITY: UNCOMMON (HTTP://EQUIPMENTWATCH.COM/RESOURCE-LIBRARY/DICTIONARY/MODEL-POPULARITY/)

YEAR	2017	METER READS	in Hours or MI/KILM	SERIAL NUMBER	...

YOUR CONFIGURATION* Operator Protection: EROPS — EDIT

Net Horsepower: 145 hp | Power Mode: Diesel | Dozer Type: Semi-U | Operator Protection: EROPS

COSTS/RENTAL RATE BLUE BOOK (/MODEL/CRAWLER-TRACTORS/STANDARD-CRAWLER-DOZERS/DEERE/750J-WT/32442/COSTS?CONFIGURATIONSEQUENCE=2&MODELYEAR=2017)

Cost Recovery Rate (/model/Crawler-Tractors/Standard-Crawler-Dozers/Deere/750J-WT/32442/costs/cost-recovery?configurationSequence=2&modelYear=

Internal Charge Rate (/model/Crawler-Tractors/Standard-Crawler-Dozers/Deere/750J-WT/32442/costs/internal-charge?configurationSequence=2&mc

Texas DOT × or ☐ Enter Values Manually

LOCATION	Texas	OWNERSHIP ADJUSTMENT	100%
OPERATING ADJUSTMENT	100%	OWNERSHIP TIME STANDARD	Monthly

Rate Effective Date: Always Use Current Rate

Ownership Cost (Hourly): $43.67 (-$5.45 | 11.1% from Unadjusted Rate) + **Operating Cost** (Hourly): $42.85 ($0.00 | 0% from Unadjusted Rate) = **Your FHWA Rate (Hourly)** (http://equipmentwatch.com/resource-library/dictionary/fhwa-rate/): $86.52 (-$5.45 | 5.9% from Unadjusted Rate)

Ownership Cost, Unadjus (Monthly)		Ownership Adjustment (100%)		Regional Adjustment (Texas: -11.1%)		Year Adjustment (2017: 0%)
$8,645.00	+	$0.00	-	$959.60	+	$0.00

176 (Hourly Calculation)

Rate Element Allocation: Ownership Costs Unadjusted (Monthly)

Element	Percentage	Value
Depreciation	29%	$2,507.05
Overhaul	56%	$4,841.20
Cost of Facilities Capital	6%	$518.70
Indirect	9%	$778.05

Rate Element Allocation: Operating Costs (Hourly)

Element	Percentage	Value

Commissioners Court - Regular Session **29.**

Meeting Date: 08/29/2017

2013 Road Bond Transfer

Submitted By: Emmeline Palma, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $875,000 from 2013 Road Bond Non-Departmental (P290) to Forest North Drainage Improvements (P225) of $600,000 and CR 366 Widening (P296) of $275,000.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2017 04:26 PM
Form Started By: Emmeline Palma		Started On: 08/23/2017 03:38 PM
Final Approval Date: 08/23/2017		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Emmeline Palma, Williamson County Auditor's Office

Cc: Tomika Lynce, Williamson County Auditor's Office

From: Michael J. Weaver

Date: August 23, 2017

Re: 2013 Road Bond Budget Adjustments

Please make the following budget adjustments for these two (2) FY2013 Road Bond projects:

- Move $600,000.00 from P-290 2013 Unallocated to P-225 Forest North Drainage Improvements
- Move $275,000.00 from P-290 2013 Unallocated to P-296 CR 366 Widening

If you have any questions, please let me know.

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

Commissioners Court - Regular Session **30.**

Meeting Date: 08/29/2017

Cedar Hollow/Lost River

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure's presentation and recommendation regaridn the Cedar Hollow Relief Route, low water bridge flooding, and all other matters relating thereto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:54 AM
Form Started By: Rachel Rull		Started On: 08/24/2017 11:23 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **31.**

Meeting Date: 08/29/2017

CR 101 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Fuessel Holdings, LLC for right of way needed on CR 101 (Parcel 6).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fuessel Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2017 08:45 AM
Final Approval Date: 08/24/2017		

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 6

THIS REAL ESTATE CONTRACT ("Contract") is made by FUESSEL HOLDINGS, LLC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 1.379 acre (60,089 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6 Part 1**); and
>
> All of that certain 3.878 acre (168,921 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 6 Part 2**);

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVENTY NINE THOUSAND and 00/100 Dollars ($79,000.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before September 15th, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

FUESSEL HOLDINGS, LLC

Fuessel Holdings LLC.
By: Norman Fuessel

Printed Name: NORMAN FUESSEL

Its: _____

Date: 08-14-2017

Address: 11255 State Hwy 79
Taylor, Texas 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 6 Part 1
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 6, PART 1

METES & BOUNDS DESCRIPTION FOR A 1.379 ACRE (60,089 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 74.3682 ACRE TRACT OF LAND AS CONVEYED TO FUESSEL HOLDINGS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.379 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod found for the common east corner of said Fuessel Holdings tract and a called 72.15 acre tract of land as conveyed to John Bigon and wife, Mary Bigon by warranty deed recorded in Volume 558, Page 77 of the Deed Records of Williamson County, Texas; Thence, with the south line of said Fuessel Holdings tract, same being the north line of said Bigon tract, S 68°33'57" W, a distance of 1910.07 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,177,994.26, E=3,192,903.67) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 24+14.91;

THENCE, continuing with the south line of said Fuessel Holdings tract and the north line of said Bigon tract, **S 68°33'57" W,** a distance of **178.32** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the occupied east right-of-way line of County Road 101 for the northwest corner of said Bigon tract, same being the southwest corner of the herein described tract, 106.37 left of County Road 101 baseline station 24+79.07, from which a disturbed 1/2-inch iron rod bears N 77°14'40" E, a distance of 0.38 feet and a TXDOT Type II monument bears S 22°28'15" E, a distance of 272.52 feet;

THENCE, with the east occupied right-of-way line of said County Road 101, **N 22°18'33" W,** a distance of **575.30** feet to a calculated point on the south line of a called 1.265 acre tract of land as conveyed to Travis Lee Betak by gift deed recorded in Document Number 2011041723 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, with the south line of said Betak tract, **N 68°32'12" E,** a distance of **72.18** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right of county road 101 baseline station 30+27.18, from which a 1/2-inch iron rod with an orange cap found for the southeast corner of said Betak tract bears N 68°32'12" E, a distance of 285.46 feet;

THENCE, leaving the south line of said Betak tract and over and across said Fuessel Holdings tract,

S 22°05'55" E, a distance of **41.78** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the left;

THENCE, continuing across said Fuessel Holdings tract, along said curve to the left, an arc distance of **483.02** feet, having a radius of **1,355.00** feet, a central angle of **20°25'28"** and a chord which bears **S 32°18'39" E**, a distance of **480.47** feet to a point of tangency;

THENCE, continuing across said Fuessel Holdings tract, **S 42°31'23" E**, a distance of **66.08** feet to the **POINT OF BEGINNING** and containing 1.379 acres (60,089 square feet) of land, more or less.

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

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

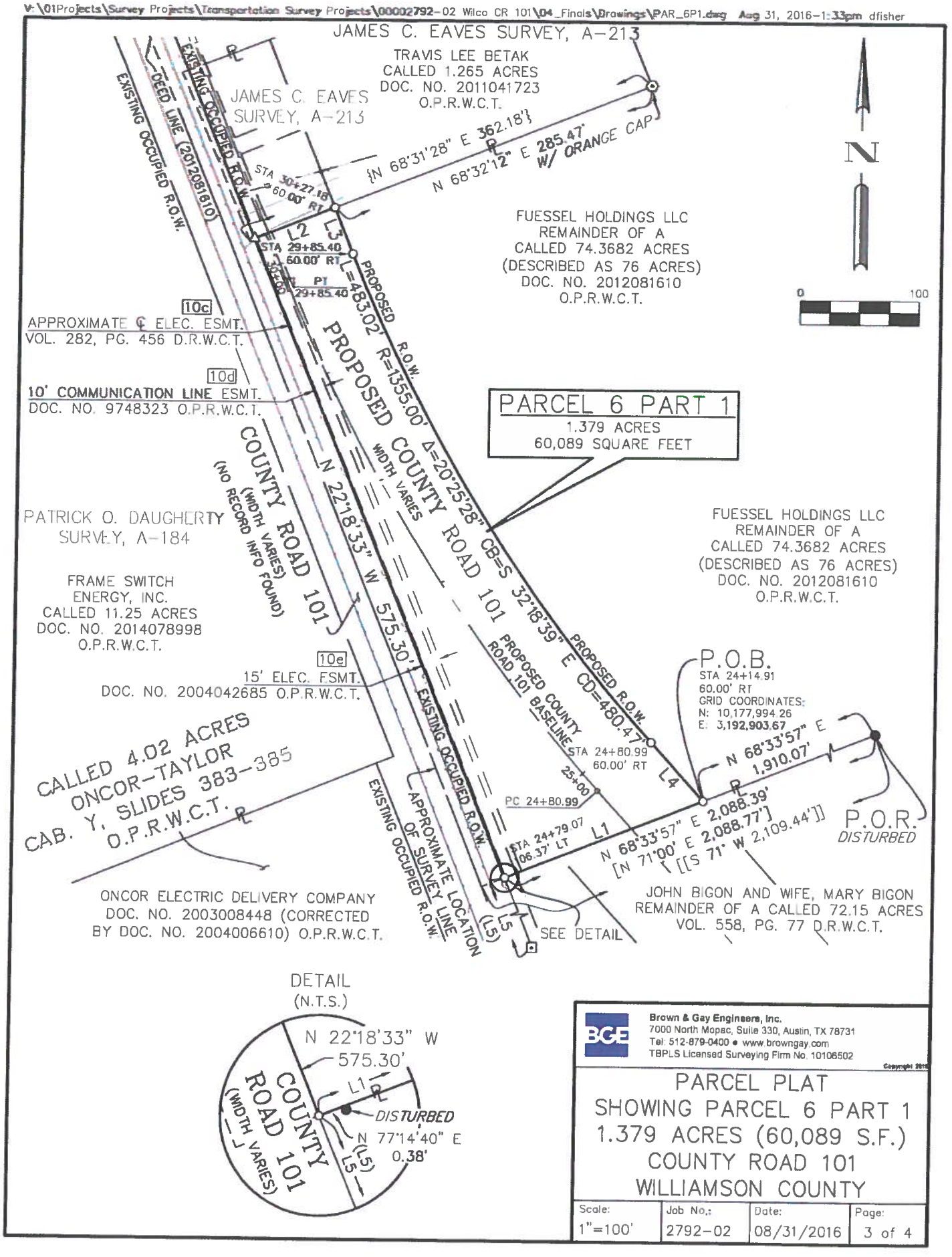


Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

9/1/2016
Date

Client: Williamson County
Date: August 31, 2016
Job No: 2792-00

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_6P1.dwg Aug 31, 2016-1:33pm dfisher



DETAIL
(N.T.S.)

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 6 PART 1
1.379 ACRES (60,089 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

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

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622123-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

10c. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 282, PAGE 456, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10d. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

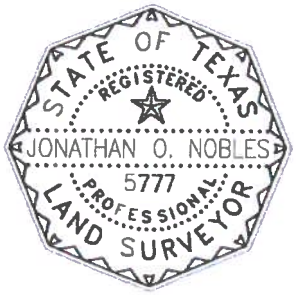
LEGEND

D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
N.T.S.	NOT TO SCALE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
[ ]	RECORD INFORMATION FROM VOL. 558, PG. 77
( )	RECORD INFORMATION FROM DOC. NOS. 2008087669
{ }	RECORD INFORMATION FROM DOC. NO. 2011041723
[[ ]]	RECORD INFORMATION FROM DOC. NO. 2012081610
	LINE BREAK
PL	PROPERTY LINE
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON ROD W/ CAP
⊡	FOUND TXDOT TYPE II MONUMENT
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
	OVERHEAD POWER
	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°33'57" W	178.32'
L2	N 68°32'12" E	72.18'
L3	S 22°05'55" E	41.78'
L4	S 42°31'23" E	66.08'
L5	N 22°28'15" W	272.52'
(L5)	(N 22°28'08" W)	(272.52')

GENERAL NOTES:

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



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

Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 6 PART 1
1.379 ACRES (60,089 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

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

EXHIBIT B

County: Williamson
Parcel: 6 Part 2
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 6, PART 2

METES & BOUNDS DESCRIPTION FOR A 3.878 ACRE (168,921 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 74.3682 ACRE TRACT OF LAND AS CONVEYED TO FUESSEL HOLDINGS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.878 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING FOR POINT OF REFERENCE at a 1/2-inch iron rod with red cap found for the intersection of the south right-of-way line of said County Road 395 with the east line of said Fuessel Holdings remainder tract, same being the common south corner of a previously dedicated 0.3668 acre tract of land as conveyed to Williamson County, Texas by special warranty deed recorded in Document Number 2003081478 of the Official Public Records of Williamson County, Texas and a previously dedicated 0.4582 acre tract of land as conveyed to Williamson County, Texas by special warranty deed recorded in Document Number 2003081476 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "WILCO" found for the southeast corner of said 0.4582 acre dedication bears N 68°34'27" E, a distance of 997.87 feet; Thence, with the south right-of-way line of said County Road 395, S 68°29'08" W, a distance of 659.36 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,180,672.47, E=3,191,741.25) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 98.75 feet right of County Road 101 baseline station 53+69.75;

THENCE, leaving the south right-of-way line of said County Road 395 and over and across said Fuessel Holdings remainder tract, **S 23°24'16" W**, a distance of **54.33** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for an angle point, 60.00 feet right of County Road 101 baseline station 53+31.67;

THENCE, continuing over and across said Fuessel Holdings remainder tract, **S 22°05'55" E**, a distance of **2,152.36** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set in a south line of said Fuessel Holdings remainder tract, same being a north line of a called 1.265 acre tract of land as conveyed to Travis Lee Betak by gift deed recorded in Document Number 2011041723 of the Official Public Records of Williamson County, Texas for the southeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 31+79.30, from which a 1/2-inch iron rod with cap stamped "4249" found for the northeast corner of said Betak tract, same being an interior corner of said Fuessel Holdings remainder tract bears N 68°32'12" E, a distance of 283.95 feet

THENCE, with the north line of said Betak tract and a south line of said Fuessel Holdings remainder tract, **S 68°32'12" W**, a distance of **72.74** feet to a calculated point in the occupied east right-of-way line of County Road 101 (width varies) for the southwest corner of the herein described tract;

THENCE, with the occupied east right-of-way line of said County Road 101, **N 22°18'33" W,** a distance of **2,190.87** feet to a calculated point at the intersection of the occupied east right-of-way line of said County Road 101 and the south right-of-way line of said County Road 395 for the northwest corner of the herein described tract;

THENCE, with the south right-of-way line of said County Road 395, **N 68°29'08" E,** a distance of **119.55** feet to the **POINT OF BEGINNING** and containing 3.878 acres (168,921 square feet) of land, more or less.

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

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

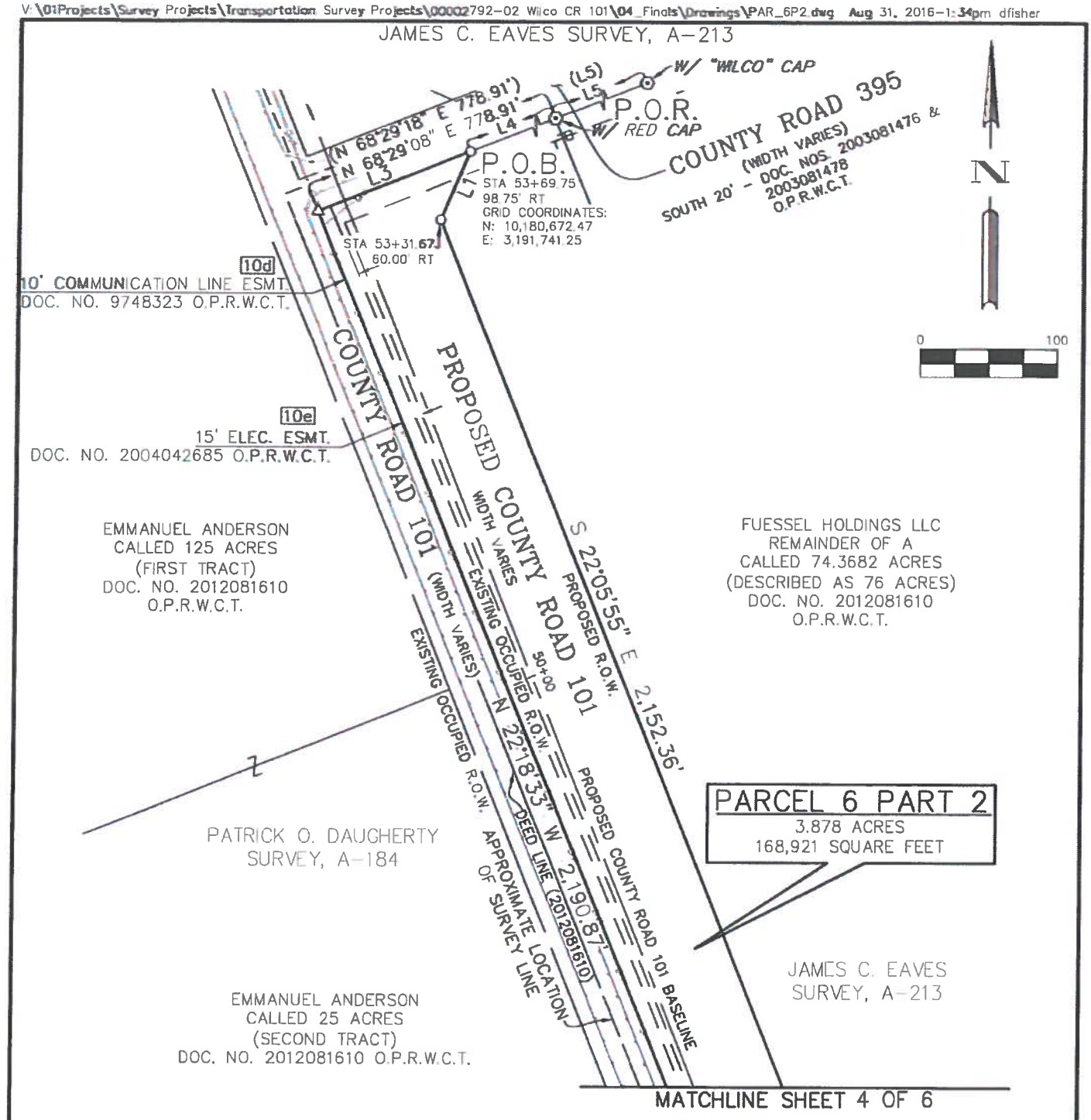


9/1/2016
Date

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

Client: Williamson County
Date: August 31, 2016
Job No: 2792-00

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MATCHLINE SHEET 4 OF 6

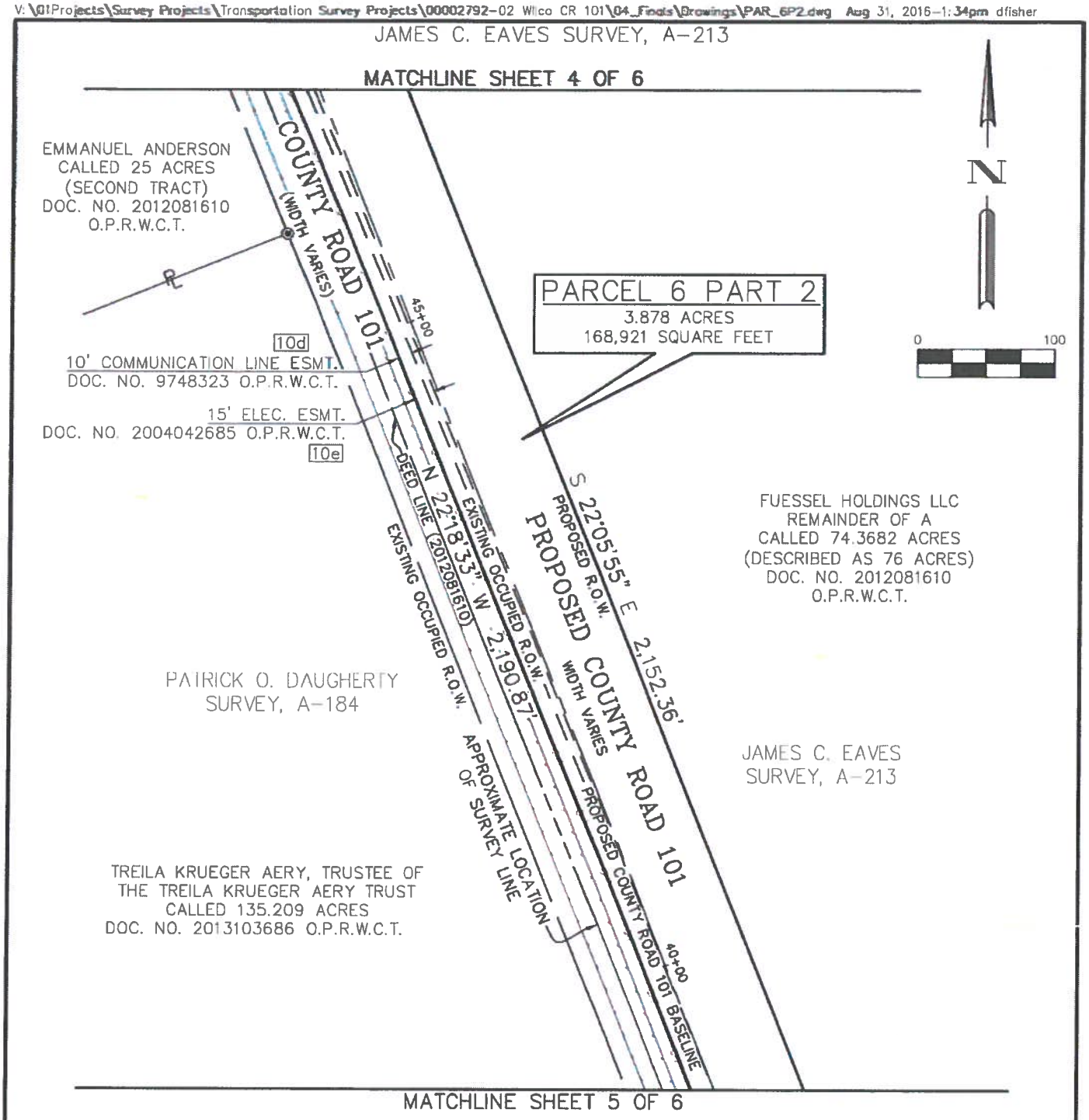
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PARCEL PLAT
SHOWING PARCEL 6 PART 2
3.878 ACRES (168,921 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	3 of 6

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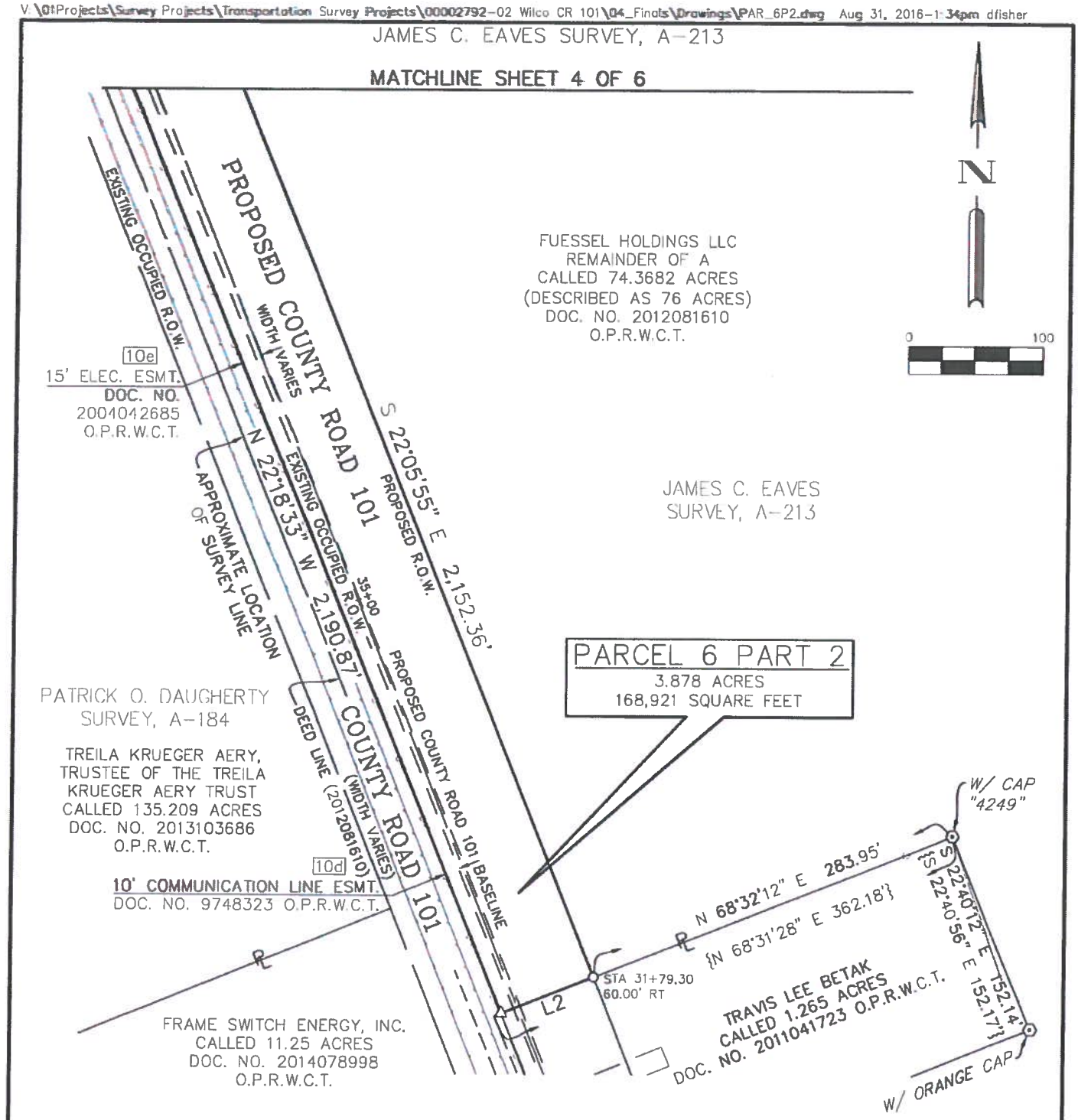
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Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	4 of 6

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WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	5 of 6

RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622123-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

10d. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

LEGEND

D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
N.T.S.	NOT TO SCALE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
[ ]	RECORD INFORMATION FROM VOL. 558, PG. 77
( )	RECORD INFORMATION FROM DOC. NOS. 2008087669
{ }	RECORD INFORMATION FROM DOC. NO. 2011041723
[[ ]]	RECORD INFORMATION FROM DOC. NO. 2012081610
	LINE BREAK
PL	PROPERTY LINE
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON ROD W/ CAP
⊡	FOUND TXDOT TYPE II MONUMENT
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
OHP	OVERHEAD POWER
	EDGE OF ASPHALT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 23°24'16" W	54.33'
L2	S 68°32'12" W	72.74'
L3	N 68°29'08" E	119.55'
L4	S 68°29'08" W	659.36'
L5	N 68°34'27" E	997.87'
(L5)	(N 68°34'37" E)	(997.84')

GENERAL NOTES:

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

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

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

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SHOWING PARCEL 6 PART 2
3.878 ACRES (168,921 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	08/31/2016	6 of 6

EXHIBIT "C"

Parcel 6

DEED
County Road 101 Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

All of that certain 1.379 acre (60,089 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6 Part 1**); and

All of that certain 3.878 acre (168,921 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 6 Part 2)**

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

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

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

FUESSEL HOLDINGS, LLC

By: Norman Fuessel

Printed Name: NORMAN FUESSEL

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ~~Tex~~ Williamson §

This instrument was acknowledged before me on this the 14th day of August, 2017 by Norman Fuessel, in the capacity and for the purposes and consideration recited therein.

VICTORIA ALEXANDER
Notary Public
STATE OF TEXAS
My Comm. Exp. Feb. 16, 2018

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **32.**

Meeting Date: 08/29/2017

CR 278 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with SCR Property Owners Association, Inc. for right of way needed on CR 278 @ Bagdad Rd. (Parcel 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SCR Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2017 08:48 AM
Final Approval Date: 08/24/2017		

REAL ESTATE CONTRACT
Bagdad Road/CR 278 Right of Way—Parcel 2

THIS REAL ESTATE CONTRACT ("Contract") is made by SCR PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

> All of that certain 0.033 acre (1,427 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of THIRTEEN THOUSAND THREE HUNDRED EIGHTY-SEVEN and 00/100 Dollars ($13,387.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before September 15th, 2017 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

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

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

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

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

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

SCR Property Owners Association, Inc.,
a Texas nonprofit corporation

By: _____
Jonathan Nobles, President

Address: PO Box 371
Liberty Hill, TX 78642

Date: 8/18/2017

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 2
Highway: Bagdad Road
Limits: From: 1,500' North of C.R. 278
To: 100' South of Silver Creek Drive

DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.033 ACRE (1,427 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOSEPH LEE SURVEY, ABSTRACT 393, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1A, BLOCK A, SILVER CREEK RANCH PHASE ONE, A SUBDIVISION OF RECORD IN CABINET P, SLIDES 201-203 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), DESCRIBED IN A DEED TO SCR PROPERTY OWNERS ASSOCIATION, INC., RECORDED IN DOCUMENT NUMBER 2007044460 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.033 ACRE (1,427 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Lot 1A, said point being on the south line of a 100 acre tract of land as described in a deed to Bagdad I, recorded in Volume 1741, Page 585, O.R.W.C.TX.;

THENCE N 68°57'04" E, with the north line of said Lot 1A, a distance of 990.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 92.44 feet left of Bagdad Road Engineer's Centerline Station (E.C.S.) 543+30.41 on the proposed west right-of-way line of Bagdad Road, a variable width right-of-way, said point being on the south line of a 32.078 acre tract of land as described in a deed to Brickyard I Partnership, recorded in Volume 1574, Page 826, O.R.W.C.TX., for the **POINT OF BEGINNING** (Grid Coordinates= N:10,202,469.83, E:3,059,984.48) and the northwest corner of the parcel described herein;

1) **THENCE** N 68°57'04" E, departing the proposed west right-of-way line of said Bagdad Road, with the common line of said Lot 1A and said 32.078 acre tract, a distance of 57.50 feet to a 1/2-inch iron rod found 36.10 feet left of Bagdad Road E.C.S. 543+41.92 on the existing west right-of-way line of said Bagdad Road, no record information found, for the southeast corner of said 32.078 acre tract, the northeast corner of said Lot 1A and the parcel described herein;

2) **THENCE** S 09°02'53" E, departing the common line of said Lot 1A and said 32.078 acre tract, with the existing west right-of-way line of said Bagdad Road, same being the east line of said Lot 1A, a distance of 25.80 to a calculated point 36.30 feet left of Bagdad Road E.C.S. 543+16.12 at the intersection of the existing west right-of-way line of said Bagdad Road and the existing north right-of-way line of Silver Creek Drive, a 50 foot wide right-of-way, conveyed in said Silver Creek Ranch Phase One plat, for the southeast corner of said Lot 1A and the parcel described herein;

3) **THENCE** S 69°00'17" W, departing the existing west right-of-way line of said Bagdad Road, with the existing north right-of-way line of said Silver Creek Drive, same being the south line of said Lot 1A, a distance of 55.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.85 feet left of Bagdad Road E.C.S. 543+05.03 on the proposed west right-of-way line of said Bagdad Road, for the southwest corner of the parcel described herein;

4) **THENCE** N 13°05'24" W, departing the existing north right-of-way line of said Silver Creek Drive, with the proposed west right-of-way line of said Bagdad Road, over and across said Lot 1A, a distance of 25.43 feet to the **POINT OF BEGINNING**, and containing 0.033 acres (1,427 sq. ft.) of land, more or less, and which 0.012 acres (517 sq. ft.) of additional right-of-way provided for future expansion of C.R. 279, per said plat of Silver Creek Ranch Phase One, lies within the existing right-of-way of said Bagdad Road.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000140

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

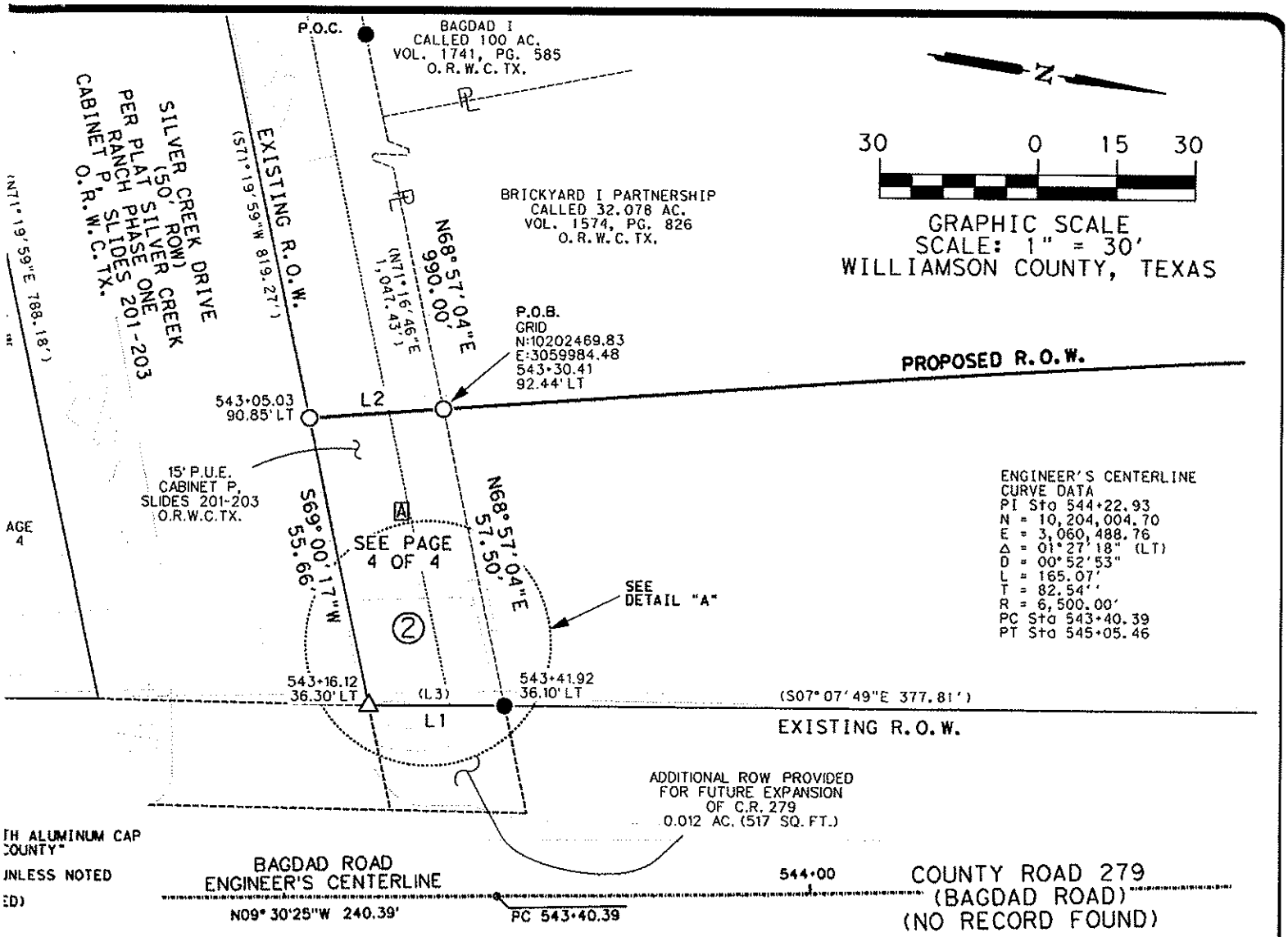
That I, William R. Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 28th day of April, 2017.

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

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





PAGE 3 OF 4
REF. FIELD NOTE NO. 32402

FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-2_R2.dgn

EXISTING	*0.647 AC.	ACQUIRE	0.033 AC.	REMAINING	0.614 AC. LEFT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SCR PROPERTY OWNERS
ASSOCIATION, INC.
PARCEL 2
0.033 AC. (1,427 SQ. FT.)

B

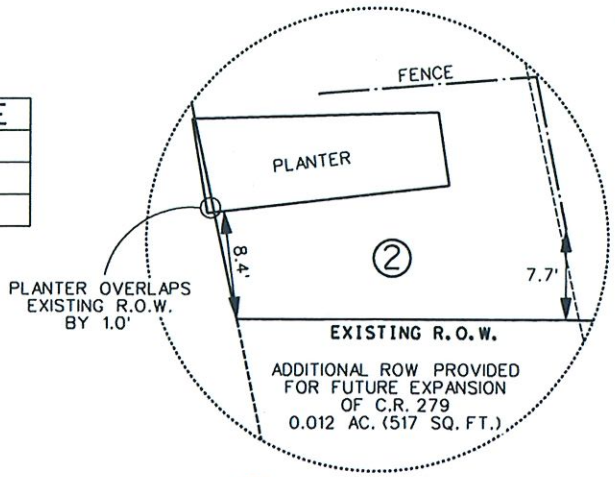
SCR PROPERTY OWNERS
ASSOCIATION, INC.
DOC. NO. 2007044460
O.P.R.W.C.TX.

LOT 1A, BLOCK B
SILVER CREEK RANCH PHASE ONE
CABINET P, SLIDES 201-203
DOC. NO. 9805266
O.R.W.C.TX.

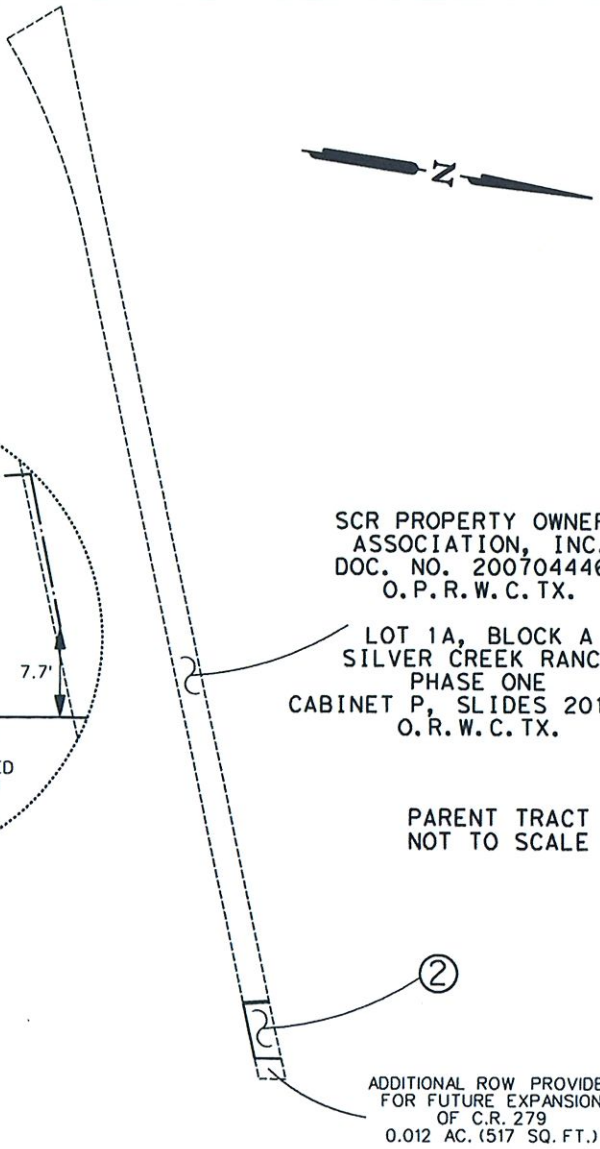
203

NE TABLE

ARING	DISTANCE
'02'53"E	25.80'
'05'24"W	25.43'
°43'11"E)	(25.80')



DETAIL "A"
NOT TO SCALE



)83/93/NAVD88 TEXAS STATE
)NE. ALL DISTANCES SHOWN ARE
ID BY MULTIPLYING BY A SURFACE
COORDINATES SHOWN ARE IN GRID
MULTIPLYING BY THE SAME FACTOR.
EET.

BENEFIT OF TITLE REPORT, PROVIDED
COMPANY, FILE NO. 16-284619-GT,
) ISSUED DATE FEBRUARY 3, 2017,
ED FOR ANY EASEMENTS AND OR
F AFFECT SUBJECT TRACT.

ALIGNMENT DERIVED
INC. SCHEMATIC RECEIVED BY

ERTY DESCRIPTION OF EVEN DATE.

MADE ON THE GROUND UNDER MY
IS PLAT IS TRUE AND CORRECT TO

STATE OF TEXAS
REGISTERED
WILLIAM R. HERRING
6355
PROFESSIONAL
LAND SURVEYOR

4/28/2017
DATE

PAGE 4 OF 4
REF. FIELD NOTE NO. 32402
FILE:\\saminc\aus\PROJECTS\1016036782\100\Survey\02Base\DGN V8i\Parcels\P-2_R2.dgn

EXISTING	*0.647 AC.	ACQUIRE	0.033 AC.	REMAINING	0.614 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SCR PROPERTY OWNERS
ASSOCIATION, INC.
PARCEL 2
0.033 AC. (1,427 SQ. FT.)

EXHIBIT "B"

Parcel 2

DEED
Bagdad Road/CR 278 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

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

> All of that certain 0.033 acre (1,427 Sq. Ft.) tract of land in the Joseph Lee Survey, Abstract No. 393, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Bagdad Road/CR 278.

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

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

SCR Property Owners Association, Inc.,
a Texas nonprofit corporation

By:_____
Jonathan Nobles, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **33.**

Meeting Date: 08/29/2017

CR 234/CR 416 Leschber tract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Partial Release of Judgment on 3.66 AC for Harlan & Vicki Leschber in exchange for right of way needed to widen CR 234.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Leschber Partial Release of Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:48 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2017 08:53 AM
Final Approval Date: 08/24/2017		

PARTIAL RELEASE OF JUDGMENT

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

That, Dan A. Gattis., County Judge for Williamson County for and in consideration of the sum of Ten Dollars and other good and valuable consideration on behalf of Williamson County, and their successors and assigns partially satisfies any outstanding judgment, costs, and interest due and owing in Cause No. 94-305-T277, in the District Court, 277th Judicial District, Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, do hereby ABANDON, RELEASE and DISCHARGE the Final Judgment as it pertains to the following properties:

Judgment Described in the Following Documents, Recorded in:

Judgment in Tax Suit files under Cause No. 94-305-T277, District Court, Williamson County, Texas, styled County of Williamson Texas, et al versus Harlan lee Leschber, Vickie Hanusch Leschber.

Property (including any improvements) Subject to Judgment:

All of that certain 1.86 acre tract of land, out of the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, and being a portion of that tract described as 113-1/8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021818 of the Official Public Records of Williamson County, Texas, and also being a portion of that tract described as 113.8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021819 of said Official Public Records, and being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

All of that certain 1.80-acre tract of land, out of the Burrell Eaves Survey, Abstract No. 216, in Williamson County, Texas, and being a portion of that tract described as 113-1/8 acres in a General Warranty Deed to Harlan Lee Leschber and wife, Vickie Leschber, dated March 19, 2008 and recorded as Document Number 2008021818 of the Official Public Records of Williamson County, Texas, and being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein; and

This instrument is given specifically to release the above described Judgment and any subsequent revisions, renewals, or alterations between the parties relating to the judgment in Cause No. 94-305-T277 solely for the property described herein and not for the remainder tract, which Judgment terms are hereby terminated by abandonment, termination, vacation, and cessation of purpose, and which Judgment shall be of no further force and effect, whether legal or equitable for the property described herein..

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this the _____ day of the month of _____, 2017.

RELEASOR:

_____
Dan A. Gattis
Williamson County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2017, by Dan A. Gattis, Williamson County Judge, in the capacity and for the purposes and consideration therein expressed.

_____
Notary Public, State of _____

Exhibit "A"

WALKER
TEXAS SURVEYORS

P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm #10103800

PERIMETER DESCRIPTION OF A 1.86 ACRE TRACT OF LAND, OUT OF THE BURRELL EAVES SURVEY, ABSTRACT No 216, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 113-1/8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THAT TRACT DESCRIBED AS 113.8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021819 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a calculated point in the fenced east margin of County Road 234, and also being in the south margin of County Road 146 for the occupied northwest corner of said 113-1/8 acre Leschber tract and this tract,

THENCE: N 68°42'43" E 9.35 feet with the south margin of County Road 146, and with the north occupied line of said 113-1/8 acre Leschber tract to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set for the northeast corner of this tract;

THENCE: across said 113-1/8 acre tract with the following four (4) courses:

1. 765.26 feet with a curve to the right, having a radius of 5045.00 feet and a chord that bears S 07°26'05" W 764.52 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

2. S 14°19'12" W 211.69 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set ,

3. S 17°01'00" W 129.04 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

4. S 13°24'59" W at 430.94 feet crossing into said 113.8 acre Leschber tract, and continuing for a total distance of 461.66 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

THENCE: continuing across said 113.8 acre Leschber tract with the following three (3) courses:

1. S 11°46'49" W 138.05 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

2. S 08°28'01" W 1286.20 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

3. S 01°30'47" W 249.14 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set in the north line of that certain tract described as 106 acres in a deed to Ed Ilse, dated September 8, 1913 and recorded in Volume 160, Page 190 of the Deed Records of Williamson County, Texas, for the southeast corner of this tract;

THENCE: S 68°24'05" W 25.75 feet with the south line of said 113.8 acre Leschber tract, and with the north line of said Ilse tract to a calculated point in the east margin of County Road 234 for the southwest corner of this tract, for reference a 3/4" I.D. pipe found for the most westerly southwest corner of said Ilse tract bears S 05°50'10" E 21.04 feet;

THENCE: N 02°58'03" W 23.40 feet with the east margin of County Road 234 to a fence corner post found;

THENCE: with the east margin of County Road 234, and with the west line of said 113.8 acre Leschber tract, as occupied and fenced upon the ground, the following six (6) courses:

1. N 00°43'38" E 102.92 feet to a fence corner post found,

2. N 02°05'07" E 125.72 feet to a fence corner post found,

3. N 07°11'06" E 183.26 feet to a fence corner post found,

4. N 07°57'15" E 265.03 feet to a fence corner post found,

5. N 08°37'16" E 613.97 feet to a fence corner post found;

6. N 09°42'11" E at 384.59 feet passing the northwest corner of said 113.8 acre Leschber tract, and continuing with the west line of said 113-1/8 acre Leschber tract, as occupied and fenced upon the ground, for at total distance of 393.55 feet to a fence corner post found;

THENCE: continuing with the west line of said 113-1/8 acre Leschber tract, as occupied and fenced upon the ground, the following seven (7) courses:

1. N 13°53'27" E 353.22 feet to a fence corner post found,

2. N 17°31'31" E 225.34 feet to a fence corner post found,

3. N 13°53'50" E 343.21 feet to a fence corner post found,

4. N 07°43'23" E 306.40 feet to a fence corner post found,

5. N 06°07'47" E 211.62 feet to a fence corner post found,

6. N 06°06'36" E 62.13 feet to a fence corner post found,

7. N 10°29'11" E 40.88 feet to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

5/5/17

Charles G. Walker
R.P.L.S. Number 5283

May 5, 2017 = Date of Field Survey



Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas



Point of Beginning

N 68°42'43" E
9.35'

County Road 146

County Road 146

N 10°29'11" E
40.88'

N 06°06'36" E
62.13'

N 06°07'47" E
211.62'

Bearings Cited Hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83)

N 07°43'23" E
306.40'

County Road 234

C1

Leschber Family Trust
(Called 113 1/8 Acre)
Document Number 2008021818
O.P.R.W.C.

300 0 300 600

Scale: 1" = 300'

Curve Table					
Curve #	Delta	Length	Radius	Chord Bearing	Distance
C1	8°41'28"	765.26'	5045.00'	S 7°26'05" W	764.52'

N 13°53'50" E
343.21'

S 14°19'12" W
211.69'

N 17°31'31" E
225.34'

S 17°01'00" W
129.04'

1.86 Acres

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

5/5/17

N 13°53'27" E
353.22'

S 13°24'59" W
461.66'

Leschber Family Trust
(Tract One – called 113.8 Acres)
Document Number 2008021819
O.P.R.W.C.

N 09°42'11" E
393.55'

S 11°46'49" W
138.05'

Sheet 4 of 5

Match Line

Sheet 4
Sheet 5

Road 234

7'16" E 613.97'

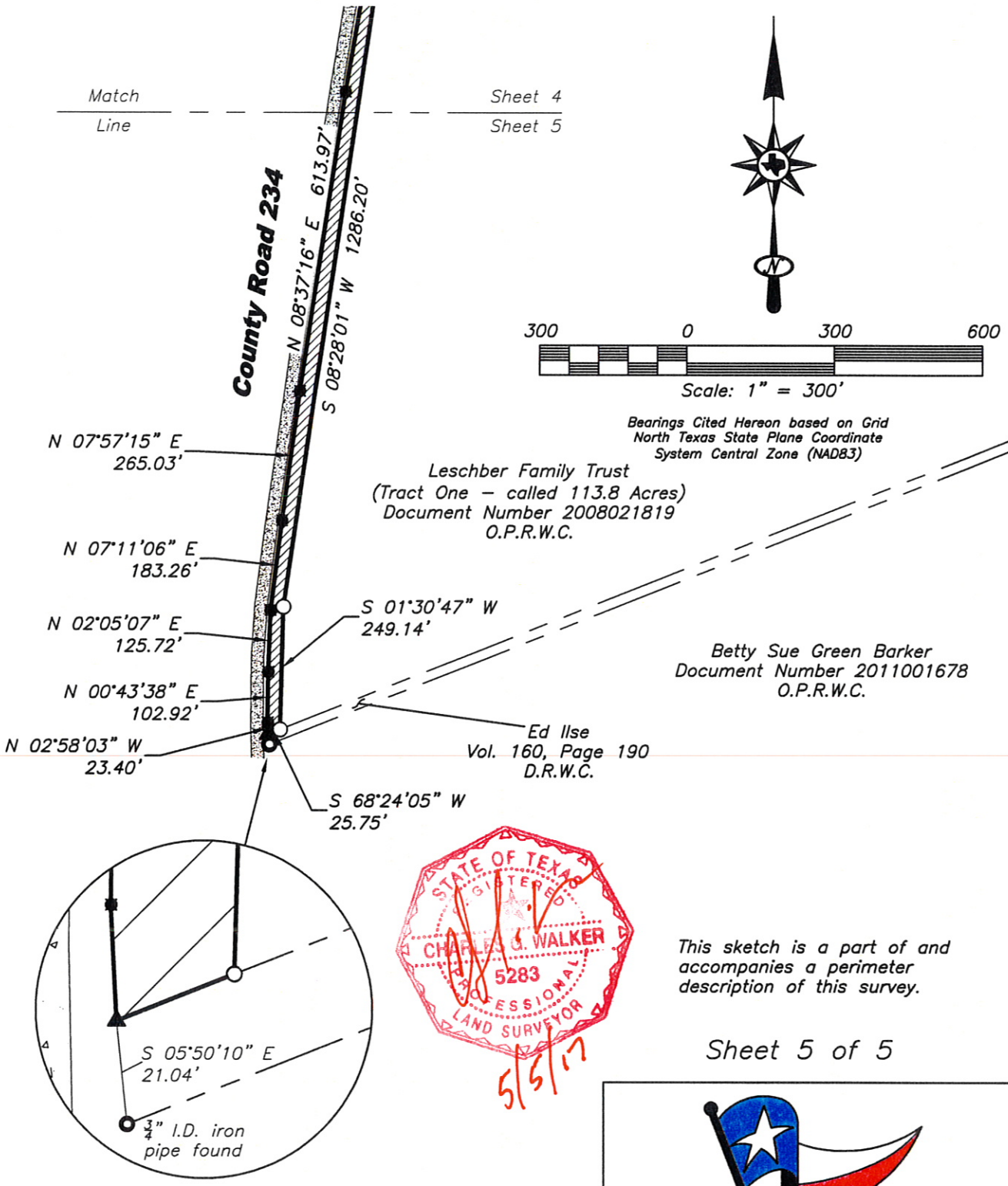
W 1286.20'

This sketch is a part of and accompanies a perimeter description of this survey.

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630-0324
Phone (512) 259-3361
TBPLS Firm #10103800

Job #075032

Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas



STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR
5/5/17

This sketch is a part of and accompanies a perimeter description of this survey.

Sheet 5 of 5

■ fence corner post found
○ 1/2 inch iron pin with yellow cap inscribed "WALKER 5283" set
▲ calculated point
D.R.W.C. Deed Records Williamson County
O.P.R.W.C. Official Public Records Williamson County

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630–0324
Phone (512) 259–3361
TBPLS Firm #10103800

Job #075032

Plot: \\MSI_LAPTOP\USERS\BRETT\DOCUMENTS_WTS\075032 CR234\DWG\075032_ROW_PARCELS_20170504.DWG May 8, 2017 11:06

Exhibit "B"

WALKER
TEXAS SURVEYORS

P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361 Phone
TBPLS Firm #10103800

PERIMETER DESCRIPTION OF A 1.80 ACRE TRACT OF LAND, OUT OF THE BURRELL EAVES SURVEY, ABSTRACT No 216, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT DESCRIBED AS 113-1/8 ACRES IN A GENERAL WARRANTY DEED TO HARLAN LEE LESCHBER AND WIFE, VICKIE LESCHBER, DATED MARCH 19, 2008 AND RECORDED AS DOCUMENT NUMBER 2008021818 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: at a fence corner post found in the westerly margin of County Road 146, and in the north line of that certain tract described as 139.75 acres in a deed to J. A. Andres dated June 6, 1933 and recorded in Volume 266, Page 170 of the Deed Records of Williamson County, Texas, for the most easterly corner of said Leschber tract and this tract;

THENCE: S 69°09'52" W 20.76 feet with the north line of said J. A. Andres tract to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set, from which a fence corner post found for the northwest corner of said J.A. Andres tract, and an interior ell corner of said Leschber tract bears S 69°09'52" W 69.09 feet;

THENCE: over and across said Leschber tract the following four (4) courses:

1. N 21°50'07" W 1136.06 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

2. N 66°40'15" W 49.36 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set,

3. S 68°29'37" W 2575.12 feet to a 1/2 inch iron rod with plastic cap inscribed "WALKER 5283" set for the most westerly southwest corner of this tract,

4. N 21°54'41" W 18.14 feet to a calculated point in the westerly margin of County Road 146;

THENCE: N 68°23'18" E with the southerly margin of County Road 146, and a northerly line of said Leschber tract, at 38.55 feet joining a fence, and continuing along or near said fence for a total distance of 2629.97 feet to a calculated point for the northeast corner of said Leschber tract and this tract;

THENCE: S 21°52'09 E 1194.08 feet with the westerly margin of County Road 146, and along or near a fence with the east line of said Leschber tract, to the Point of Beginning.

Bearings cited hereon based on grid north Texas State Plane Coordinate System Central Zone (NAD83). This perimeter description is a part of and accompanies a sketch of this survey. Surveyed under the direction and supervision of the undersigned:

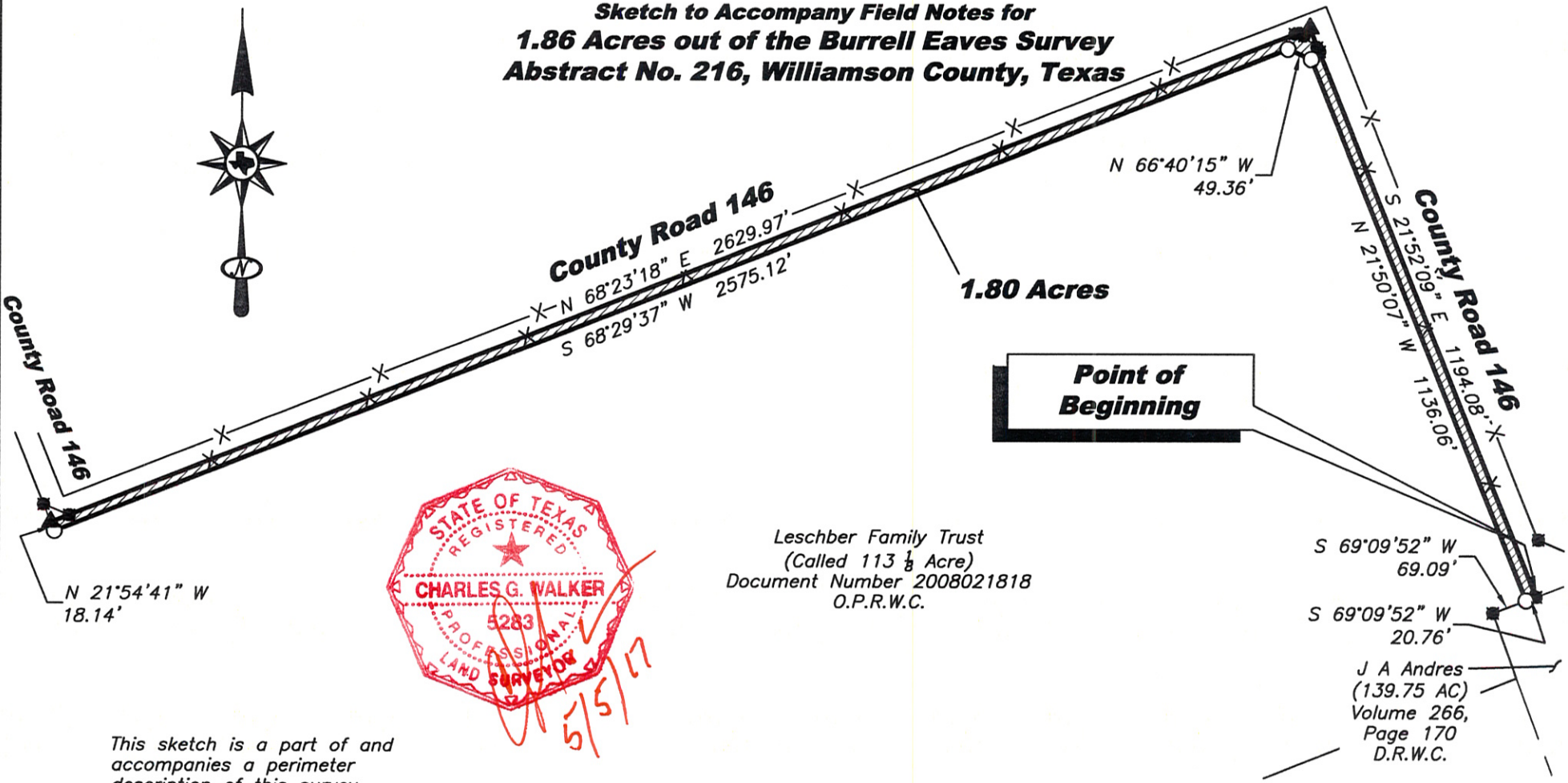
5/5/17

Charles G. Walker
R.P.L.S. Number 5283

May 5, 2017 = Date of Field Survey



Sketch to Accompany Field Notes for
1.86 Acres out of the Burrell Eaves Survey
Abstract No. 216, Williamson County, Texas



STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR
5/5/17

This sketch is a part of and accompanies a perimeter description of this survey.

Sheet 3 of 3

300 0 300 600

Scale: 1" = 300'

Bearings Cited Hereon based on Grid North Texas State Plane Coordinate System Central Zone (NAD83)

■	fence corner post found
○	1/2 inch iron pin with yellow cap inscribed "WALKER 5283" set
▲	calculated point
–X–	wire fence
D.R.W.C.	Deed Records Williamson County
O.P.R.W.C.	Official Public Records Williamson County

WALKER
TEXAS SURVEYORS
P.O. Box 324
Cedar Park, Texas 78630–0324
Phone (512) 259–3361
TBPLS Firm #10103800

Job #075032

Plot: \\MSI_LAPTOP\USERS\BRETT\DOCUMENTS_WTS\075032 CR234\DWG\075032_ROW_PARCELS_20170504.DWG May 8, 2017 11:05

Commissioners Court - Regular Session **34.**

Meeting Date: 08/29/2017

FY 18 Budget Discussion

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2017-2018 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2017 08:40 AM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:15 PM
Final Approval Date: 07/27/2017		

Commissioners Court - Regular Session **35.**

Meeting Date: 08/29/2017

2017-2018 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00am Hold Public Hearing on the 2017-2018 County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	08/03/2017 01:49 PM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:46 PM
Final Approval Date: 08/03/2017		

Commissioners Court - Regular Session **36.**

Meeting Date: 08/29/2017

2017-2018 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2017-2018 County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2017 09:48 AM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:47 PM
Final Approval Date: 07/27/2017		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/29/2017

2017-2018 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2017-2018 General Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2017 09:48 AM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:48 PM
Final Approval Date: 07/27/2017		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/29/2017

2017-2018 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Road and Bridge Fund County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2017 09:48 AM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:48 PM
Final Approval Date: 07/27/2017		

Commissioners Court - Regular Session **39.**

Meeting Date: 08/29/2017

2017-2018 Budget Adoption

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2017-2018 Debt Service Fund County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/27/2017 09:48 AM
Form Started By: Ashlie Koenig		Started On: 07/26/2017 05:49 PM
Final Approval Date: 07/27/2017		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/29/2017

Tax year 2017 rate adoption for Williamson County

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the adoption of the 2017 tax rates for Williamson County.

Background

The following tax rate was proposed August 1st - $0.476529

Notes:
Each component of the total tax rate must be adopted separately as outlined in the order.
The vote that exceeds the effective rate must be a record vote.
The verbiage below must be voiced by the official making the motion for the total tax rate which is highlighted in the Order under Total Tax Rate on page 4.

I move that the property tax rate be increased by the adoption of a tax rate of $_____ which is effectively a ____% percent increase in the tax rate.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax rate language

Tax rate order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/23/2017 12:15 PM
Form Started By: Matt Johnson		Started On: 08/23/2017 11:04 AM
Final Approval Date: 08/23/2017		

Language for motion to adopt a total tax rate

I MOVE THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION
OF A TAX RATE OF _____, WHICH IS EFFECTIVELY A _____ INCREASE IN THE TAX RATE.

Tax Rate	% Increase
0.476529	4.49%
0.474029	3.94%
0.471529	3.39%
0.469029	2.85%

Language for resolution to adopt a total tax rate

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY _____.

M&O Rate	% increase	$ increase
$0.269029	4.64%	$11.92
$0.266529	3.67%	$9.42
$0.264029	2.69%	$6.92
$0.261529	1.72%	$4.42

WILLIAMSON COUNTY COMMISSIONERS COURT ORDER
ADOPTION OF 2017 TAX RATES FOR
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS	*** BEFORE THE COMMISSIONERS COURT**
	*** OF**
COUNTY OF WILLIAMSON	*** WILLIAMSON COUNTY, TEXAS**

THAT ON THIS THE 29th day of August 2017, the Commissioners Court of Williamson County, Texas met in duly called session at the Commissioner's Courtroom, 710 Main St., Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct #1
Cynthia Long, Commissioner Precinct #2
Valerie Covey, Commissioner Precinct #3
Larry Madsen, Commissioner Precinct #4
Nancy E. Rister, County Clerk

And at said meeting, among other business, the Court did consider the following:

ORDER ADOPTING A TAX RATE FOR TAX YEAR 2017

WHEREAS, Vernon's Texas Codes Annotated (V.T.C.A.) Tax Code 26.05 provides that the Williamson County Commissioners Court shall adopt the tax rates for the current year; and

WHEREAS, it is necessary to levy ad valorem taxes on each $100 valuation of all taxable property in Williamson County, Texas for the Tax Year beginning January 1, 2017, which will be due no later than January 31, 2018 at the tax rates set forth herein below; and

WHEREAS, the Williamson County Commissioners Court has complied with all the requirements set forth in the Tax Code; NOW

THEREFORE, BE IT ORDERED that the Williamson County Commissioners Court hereby adopts the following tax rates:

Road and Bridge Tax:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of assessing the Road and Bridge Taxes; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Interest and Sinking Service:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of Interest and Sinking Service; and seconded by_____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____

Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Maintenance and Operations:

_____ moved for a tax rate of $_____ per $100.00 of taxable value for the purpose of Maintenance and Operations (M & O); and seconded by_____:

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

Total Tax Rate:

I, _____, move that the property tax rate be increased by the adoption of a total tax rate of $_____ which is effectively an _____% increase in the tax rate; Seconded by _____

	Yes	Abstain	No	Absent
Dan A. Gattis, County Judge:	____	____	____	____
Terry Cook, Commissioners, Precinct 1:	____	____	____	____
Cynthia Long, Commissioners, Precinct 2:	____	____	____	____
Valerie Covey, Commissioner, Precinct 3:	____	____	____	____
Larry Madsen, Commissioner, Precinct 4:	____	____	____	____

Motion Carried: **Yes:** _____ **No:** _____
Abstaining: _____ **Absent:** _____

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE; and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY _____ PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $_____.

BE IT FURTHER ORDERED that the Williamson County Commissioners Court levy taxes in accordance with the foregoing tax rates and the provisions of the law.

AND BE IT FURTHER ORDERED that if for any reason, the action of the Williamson County Commissioners Court setting tax rates or levying taxes should be held ineffective by a court of competent jurisdiction, that this Order shall serve as evidence of the good faith of Williamson County in attempting to comply with the law in as substantial a fashion as could be done under

the circumstances, and as evidence that Williamson County would have lawfully adopted a tax rate but for the conditions completely beyond control of Williamson County.

County Judge Dan A. Gattis was authorized to sign said Orders and ACT and DEED of the Williamson County Commissioners Court, this 29th day of August of 2017.

_____

Dan A. Gattis, County Judge

Commissioners Court - Regular Session **41.**

Meeting Date: 08/29/2017

budgetorderthree

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the FY17/18 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budgetorderdrafttake3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	08/23/2017 12:15 PM
Form Started By: Rebecca Clemons		Started On: 08/23/2017 11:17 AM
Final Approval Date: 08/23/2017		

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 2017/~~6/~~2018~~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[RC1]

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[RC2].~~

2~~3~~. 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[RC3] 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[RC4]

~~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 1st of the previous year to April 30th 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:

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

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 deposit a $1.50 fee collected on each vehicle registration and court costs collected by justice, county, or district courts for violations that occur within a school-crossing zone of $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.~~

7~~5~~. **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.

8~~6~~. **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.~~

9~~8~~. **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.

10~~9~~. **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.)~~

1~~2~~. 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. A~~a~~ll expense reimbursements must be received~~submitted~~ int~~o~~ 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~~v~~) 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. ~~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, Commander~~aptains~~ and Chiefs
b) One Chief and three Commanders~~aptains~~ 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:

_____ _____

Dan A. Gattis, County Judge 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 **42.**

Meeting Date: 08/29/2017

Trail and Access Use Agreement with Highlands at Mayfield Ranch Master Community, Inc.

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Trail and Access Use Agreement with Highlands at Mayfield Ranch Master Community, Inc. and Williamson County.

Background

The Highlands at Mayfield Ranch Master Community, Inc. and the Williamson County Parks Department seek to establish an agreement for the public's restricted access to, and use of the County's sidewalk, road and trail systems within the Southwest Williamson County Regional Park, and the Property Owner's sidewalk, road and trail systems within the Highlands at Mayfield Ranch Master Community, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Trail Access Use Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/24/2017 09:39 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:09 AM
Form Started By: Randy Bell		Started On: 08/24/2017 09:17 AM
Final Approval Date: 08/24/2017		

TRAIL ACCESS AND USE AGREEMENT

This Trail Access and Use Agreement ("Agreement") is between **Williamson County, Texas** ("County"), being a political subdivision of the State of Texas, and **Highlands at Mayfield Ranch Master Community, Inc.** ("HOA"), being a Texas non-profit corporation. For purposes of this Agreement, the County and the HOA may be individually referred to herein as a "Party" and collectively referred to as the "Parties". The purpose of this Agreement is to establish an agreement which is acceptable to both Parties for the public's restricted access to and use of the County's sidewalk and trail systems within the Southwest Williamson County Regional Park and the HOA's trail system within the Highlands at Mayfield Ranch development, as depicted in the enclosed **Exhibit "A"**. Each Party's respective sidewalk and trail systems may be individually referred to as either the County's Trails or the HOA's Trails; and both Parties' sidewalk and trail systems may be collectively referred to herein as the "Parties' Trails".

AGREEMENT

For and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Agreements, Obligations and Understandings of Both Parties:

1. Access between the Parties' Trails shall be open for public use, subject to the terms hereof.
2. The conditions of this Agreement can be changed in writing at any time by either Party upon the written consent of both Parties.
3. The Parties' Trails shall be used by the public only for hiking and biking. Horses and vehicles are not permitted on the HOA's Trails.
4. No fee will be charged for the public's access to or use of either Party's Trails in accordance with the terms of this Agreement.
5. Each respective Party's Trails shall be maintained separately by each respective Party.
6. Each respective Party's Trails will be kept clear, marked and clean by each respective Party.
7. Respective trailhead markers, private property courtesy signs, undesired or prohibited uses signs (e.g., motorized travel, horses, hunting, etc.) and trail etiquette signs may be installed in pertinent locations by each respective Party in relation to such Party's Trail.
8. The Parties' Trails will remain accessible to the public except during special events and trail closure events. Trail closures notices will be posted at information kiosks located at the intersection of each Party's respective Trails as shown on **Exhibits "A"** and **"B"** and will be removed by the Party who posted the Trail closure notice upon conclusion of Trail closure. Possible Trail closing scenarios are listed in the Trail Closure Section herein below.
9. Neither Party may, without written consent of the other Party, install any signs, facilities or other types of improvements on, along or next to the Trails of the other Party.
10. Each Party's representatives will meet as needed upon request to discuss any possible additional opportunities or concerns.
11. Both Parties will work cooperatively and in good faith to address topics identified herein.

12. Both Parties hereby agree and acknowledge that this Agreement does not transfer, convey or grant any right, title or interest in the other Party's real property. This Agreement is intended as a mutual grant of a revocable and non-exclusive license between the Parties in order to allow the public to access and use each respective Party's Trails for the limited use and purpose of hiking and biking only.

B. Liability, Immunity and Assumption of Risk:

The Parties acknowledge that each Party may be able to assert defenses to various types of liability claims under Texas laws relating to recreational use of property, including but not limited to the Texas Tort Claims Act and Chapter 75 of the Texas Civil Practice and Remedies Code.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Access and use of any portion of either Party's Trails by members of the public is at their own risk. Neither Party by entering into this Agreement assumes any duty to or for the benefit of the general public for defects in the location, design, installation, repair or maintenance of either Party's Trails, for any unsafe conditions that may exist, from time to time, on, near or adjacent to either Party's Trails; or for the failure of either Party to inspect for or warn against possibly unsafe conditions; or to close a Party's Trails to public access if unsafe conditions may be present.

C. Agreements and Obligations of the County:

The County hereby agrees, at its sole cost, to:

1. Provide "Trail Etiquette" signage for the Trailhead Kiosk structure to be located at the intersection of each Party's Trails, which signage will be subject to the reasonable approval of the HOA.

D. Agreements and Obligations of the HOA:

The HOA hereby agrees, at its sole cost, to:

1. Construct an Entrance Arch structure at the intersection of each Party's Trails' utilizing the County's design concept information approved by the HOA.
2. Construct a Trailhead Kiosk structure at the intersection of each Party's Trails utilizing the County's design concept information approved by the HOA.

E. Trail Closure Section:

Actions to close public access to either Party's Trails or segments of either Party's Trails due to trail related events, issues, concerns or emergencies will be based on the following grades of closure, as determined by the respective Party that owns the Trails in question:

High – immediate life threatening or threat to public safety; requires immediate closure until resolved and notification to the other Party as promptly as conditions allow.
Moderate – potential threat to public safety; requires immediate notification to the other Party and to users; to be addressed as soon as conditions allow.
Low – routine trail maintenance; public notification at all public access points and notification to the other Party within 24 hours prior to such closure; to be addressed as necessary.
Special Events – public notification at all public access points and notification to the other Party within 24 hours prior to such closure in order to avoid user conflicts; closure must be lifted upon conclusion of special event.

F. Term and Termination:

The term of this Agreement shall commence upon the last Party's execution hereof and shall continue thereafter in full force and effect until terminated by either Party. Either Party may terminate this Agreement in writing at any time for any reason (with or without cause) upon thirty (30) calendar day's notice to the other Party.

G. Miscellaneous:

1. Notice. Except for notice under Section E above (Trail Closure Section), which may be given by any practical means, any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set out in the signature page herein below.
2. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
3. Assignment. No Party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.
4. Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
5. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall

not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

6. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the date of the last Party's execution hereof.

COUNTY:

WILLIAMSON COUNTY, TEXAS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact Name: _____

Contact Address: _____

_____

Contact Phone: _____

HOA:

HIGHLANDS AT MAYFIELD RANCH MASTER COMMUNITY, INC.

Signature: Amy Lynn Payne

Printed Name: Amy Lynn Payne

Title: President

Date: 8/21/17

Contact Name: Amy Lynn Payne

Contact Address: 1011 North Lamar
Austin TX 78703

Contact Phone: 512-481-0303

EXHIBIT "A"

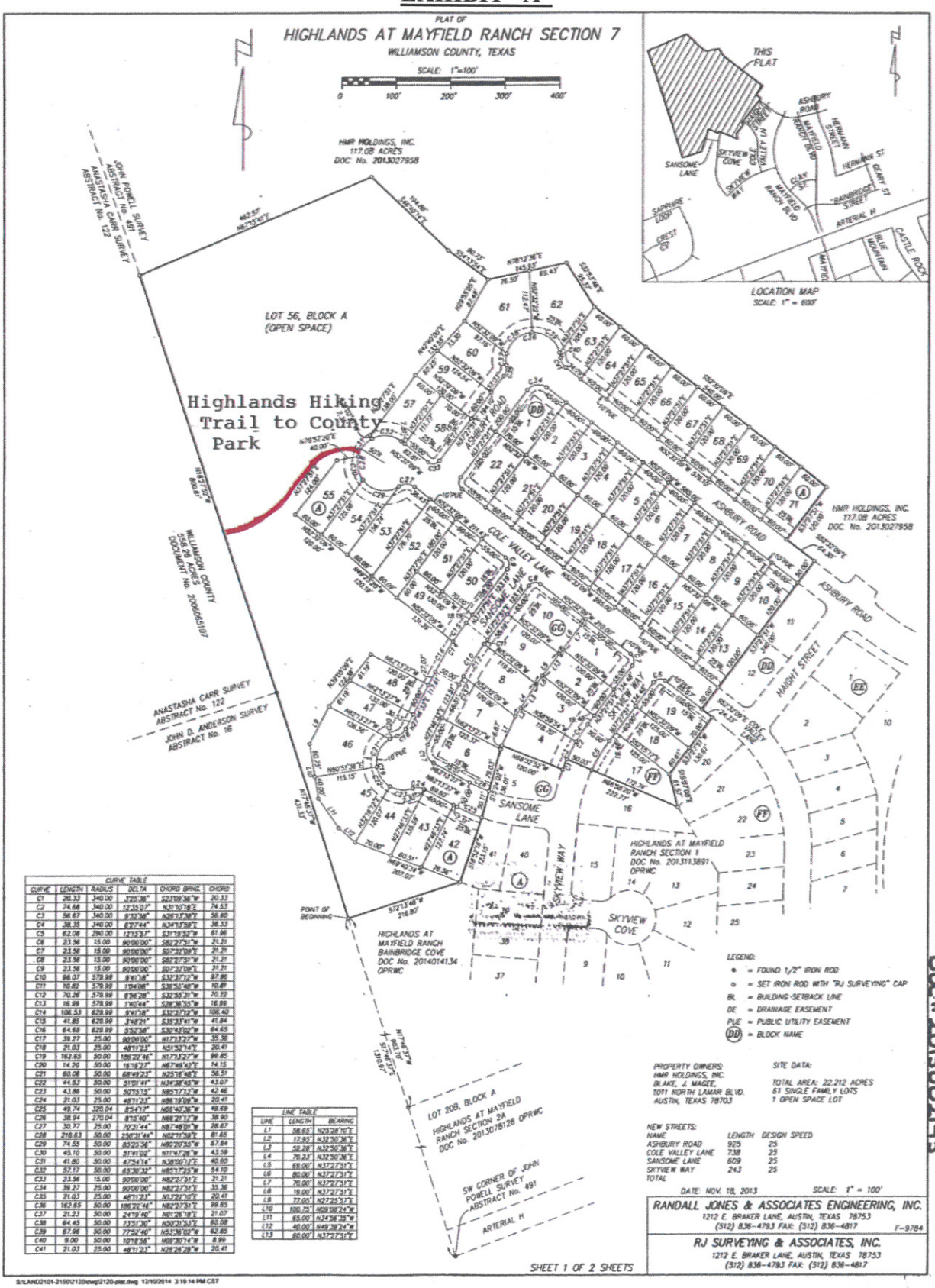

PLAT OF
HIGHLANDS AT MAYFIELD RANCH SECTION 7
WILLIAMSON COUNTY, TEXAS
SCALE: 1"=100'
0 100' 200' 300' 400'
THIS PLAT
LOCATION MAP
SCALE: 1" = 600'
HMR HOLDINGS, INC.
117.08 ACRES
DOC. No. 2013027958
LOT 56, BLOCK A
(OPEN SPACE)
Highlands Hiking Trail to County Park
WILLIAMSON COUNTY
556.76 ACRES
DOCUMENT No. 2006065107
JOHN POWELL SURVEY
ABSTRACT No. 491
ANASTASIA CARR SURVEY
ABSTRACT No. 122
JOHN D. ANDERSON SURVEY
ABSTRACT No. 16
ASHBURY ROAD
COLE VALLEY LANE
SANSOME LANE
SKYVIEW WAY
SKYVIEW COVE
HAIGHT STREET
HIGHLANDS AT MAYFIELD RANCH SECTION 1
DOC No. 201311389I
OPRWC
HIGHLANDS AT MAYFIELD RANCH BAINBRIDGE COVE
DOC No. 201401413 4
OPRWC
POINT OF BEGINNING
LOT 208, BLOCK A
HIGHLANDS AT MAYFIELD RANCH SECTION 2A
DOC No. 2013078128 OPRWC
SW CORNER OF JOHN POWELL SURVEY ABSTRACT No. 491
ARTERIAL H
LEGEND:
• = FOUND 1/2" IRON ROD
o = SET IRON ROD WITH "RJ SURVEYING" CAP
BL = BUILDING SETBACK LINE
DE = DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
(DD) = BLOCK NAME
PROPERTY OWNERS:
HMR HOLDINGS, INC.
BLAKE J. MAGEE,
7011 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78703
SITE DATA:
TOTAL AREA: 22.212 ACRES
61 SINGLE FAMILY LOTS
1 OPEN SPACE LOT
NEW STREETS:
NAME LENGTH DESIGN SPEED
ASHBURY ROAD 925 25
COLE VALLEY LANE 738 25
SANSOME LANE 609 25
SKYVIEW WAY 243 25
TOTAL
DATE: NOV. 18, 2013
SCALE: 1" = 100'
RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784
RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817
SHEET 1 OF 2 SHEETS
S:\LAND2101-215\02120\dwg\2120-plat.dwg 12/10/2014 3:19:14 PM CST
CURVE TABLE
CURVE LENGTH RADIUS DELTA CHORD BRNG. CHORD
C1 20.33 340.00 3°25'36" S23°09'36"W 20.33
C2 74.68 340.00 12°35'07" N31°10'18"E 74.53
C3 56.67 340.00 9°32'36" N26°13'38"E 56.60
C4 38.35 340.00 6°27'44" N34°13'58"E 38.33
C5 62.08 280.00 12°42'27" S31°18'52"W 61.96
C6 23.56 15.00 90°00'00" S82°27'31"W 21.21
C7 23.56 15.00 90°00'00" S07°32'29"E 21.21
C8 23.56 15.00 90°00'00" S82°27'31"W 21.21
C9 23.56 15.00 90°00'00" S07°32'29"E 21.21
C10 98.07 579.99 9°41'18" S32°37'12"W 97.96
C11 10.82 579.99 1°04'06" S38°05'46"W 10.81
C12 70.26 579.99 6°56'28" S32°55'31"W 70.22
C13 16.99 579.99 1°40'44" S28°38'55"W 16.99
C14 106.53 629.99 9°41'18" S32°37'12"W 106.40
C15 41.85 629.99 3°48'21" S35°33'41"W 41.84
C16 64.68 629.99 5°52'56" S30°43'02"W 64.65
C17 39.27 25.00 90°00'00" N17°32'29"W 35.36
C18 21.03 25.00 48°11'23" N51°38'14"E 20.41
C19 162.65 50.00 186°22'46" N17°32'29"W 99.85
C20 14.26 50.00 16°19'27" N67°49'42"E 14.15
C21 60.08 50.00 68°49'23" N25°16'48"E 56.51
C22 44.53 50.00 51°01'41" N34°28'45"W 43.07
C23 43.86 50.00 50°15'13" N85°37'37"W 42.46
C24 21.03 25.00 48°11'23" N86°38'09"W 20.41
C25 49.74 320.04 8°54'12" N66°40'36"W 49.69
C26 38.94 270.04 8°15'40" N66°21'32"W 38.90
C27 30.77 25.00 70°31'44" N67°48'09"W 28.87
C28 218.63 50.00 250°31'44" N02°11'39"E 81.65
C29 74.55 50.00 85°26'36" N60°26'35"W 67.84
C30 45.10 50.00 51°41'02" N11°47'28"W 43.59
C31 41.80 50.00 47°54'14" N38°09'12"E 40.60
C32 57.17 50.00 65°30'32" N85°17'25"W 54.10
C33 23.56 15.00 90°00'00" N82°27'31"E 21.21
C34 39.27 25.00 90°00'00" N82°27'31"E 35.36
C35 21.03 25.00 48°11'23" N13°32'10"E 20.41
C36 162.65 50.00 186°22'46" N82°27'31"E 99.85
C37 31.23 50.00 24°59'40" N01°26'18"E 31.07
C38 64.45 50.00 73°51'30" N50°31'53"E 60.08
C39 67.96 50.00 77°52'40" N52°38'02"W 62.85
C40 9.00 50.00 10°18'36" N08°30'14"W 8.99
C41 21.03 25.00 48°11'23" N28°28'28"W 20.41
LINE TABLE
LINE LENGTH BEARING
L1 58.65' N25°28'10"E
L2 17.85' N32°50'36"E
L3 52.28' N32°50'36"E
L4 75.23' N32°50'36"E
L5 69.00' N37°27'31"E
L6 80.00' N37°27'31"E
L7 70.00' N37°27'31"E
L8 19.00' N37°27'31"E
L9 77.00' N27°25'27"E
L10 100.75' N09°38'24"W
L11 65.00' N34°56'35"W
L12 40.00' N48°38'24"W
L13 60.00' N37°27'31"E
09/24/2015 02:45:45 PM

EXHIBIT "B"


Exhibit B
Highlands at Mayfield Ranch
Hike/Bike Trail Connection to
Williamson County Regional Park
Cole Valley Lane
Granite Gravel Trail
Jim Rodgers Trail
Lake Georgetown Trail
Trail Access Point
Available at Mayfield Ranch
Southwest Regional Park

Commissioners Court - Regular Session **43.**

Meeting Date: 08/29/2017

Adult Probation Coop Agreement for FY18- with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the FY18 CSCD (Adult Probation) Co-Op Agreement for Felony Bond Pre-Trail Services.

Background

The Co-Op Agreement is a contract CSCD (Adult Probation) has with Williamson County to fund the Pre-Trial Bond Services Unit which maintains the supervised release of approved felons from the Williamson County Jail.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coop-PTS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/14/2017 01:11 PM
Form Started By: Melissa Ramos		Started On: 08/14/2017 10:23 AM
Final Approval Date: 08/14/2017		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the Pre-Trial Release Officer positions for the Williamson County CSCD for the fiscal year 2018, not to exceed $209,285, in order to maintain the supervised release of approved felons from the Williamson County Jail.

Williamson County shall pay $52,321.25 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #591, in the months of October 2017, December 2017, March 2018 and June 2018.

_____
Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed: _____

_____
Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Commissioners Court - Regular Session **44.**

Meeting Date: 08/29/2017

Adult Probation CSR MOU for FY18 - with no increase

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the FY18 CSCD (Adult Probation) CSR Memorandum of Understanding.

Background

The CSR Memorandum of Understanding is a contract CSCD (Adult Probation) has with Williamson County, to help fund the CSR Director position in which projects that are completed through the CSR Program benefit Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CSR-MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/14/2017 01:11 PM
Form Started By: Melissa Ramos		Started On: 08/14/2017 10:37 AM
Final Approval Date: 08/14/2017		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the CSR Director position for the Williamson County CSCD for fiscal year 2018, not to exceed $30,000 in order to maintain the Community Service Restitution Program which supervises defendants who have been ordered to perform volunteer work in order to pay back the community for their offense.

Williamson County shall pay an equally divided amount on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2017, December 2017, March 2018 and June 2018.

Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed:_____

Steve Morrison,
Director
Williamson County CSCD

Date Signed:_____

Commissioners Court - Regular Session **45.**

Meeting Date: 08/29/2017

Adult Probation DWI/Drug Specialty Court MOU for services -FY 18

Submitted By: Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving a FY-18 DWI/Drug Specialty Court Memorandum of Understanding for individual counseling services, that is operated through CSCD (Adult Probation).

Background

This MOU is for funds approved by the Commissioner's Court on 08/22/17 to cover the cost for individual counseling session services for the participants of the DWI/Drug Specialty Court Program. The Specialty Court is operated through CSCD (Adult Probation).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DWI-Drug Court MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Melissa Ramos		Started On: 08/23/2017 03:35 PM
Final Approval Date: 08/24/2017		

WILLIAMSON COUNTY
ADULT PROBATION
(CSCD)
301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

Steve Morrison
CSCD DIRECTOR

Memorandum of Understanding

The Williamson County Commissioners Court agrees to fund the DWI/Drug Specialty Court Individual Counselling Services for the Williamson County CSCD for the fiscal year 2018, not to exceed $23,200, this will continue the intensive and focused treatment provided by CSCD to the program participants.

Williamson County shall pay $5,800 on a quarterly basis to the Williamson County CSCD, to be deposited in fund #572, in the months of October 2017, December 2017, March 2018 and June 2018.

_____
Dan A. Gattis
County Judge
Williamson County, Texas

Date Signed: _____

_____
Steve Morrison
Director
Williamson County CSCD

Date Signed: _____

Commissioners Court - Regular Session **46.**

Meeting Date: 08/29/2017

LSRWA

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Waterline Easement between Williamson County, Texas, as Grantor, and Lone Star Regional Water Authority, as Grantee, relating to a strip of land near the intersection of State Highway 29 East and State Highway 95, which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, being situated in the County of Williamson, State of Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LSRWA Waterline Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/21/2017 10:39 AM
Form Started By: Hal Hawes		Started On: 08/17/2017 05:16 PM
Final Approval Date: 08/21/2017		

WATERLINE EASEMENT

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

This Waterline Easement is made between Williamson County, Texas, a political subdivision of the State of Texas, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626, Attn: County Judge, (hereinafter referred to as "Grantor"), and Lone Star Regional Water Authority, a Texas Conservation and Reclamation District, whose address is P.O. Box 554, Jarrell, Texas 76537, Attn: General Manager, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee, and Grantee's successors and assigns, a non-exclusive easement (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of a waterline and related underground facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   > Being a strip of land which consists of 0.141 of an acre of land, situated in the Absalom Jett Survey, Abstract No. 343, said land being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds and by diagram in **Exhibit A** attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, and/or removing the Facilities. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this instrument to any individual or entity who is not a party hereto. Any permitted assignment of this Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.

5. The duration of the Easement shall be perpetual; provided, however, Grantee acknowledges and agrees that in the event Grantee ceases to use the Facilities within the Easement Area for a period of at least sixty (60) cumulative calendar days over a twelve (12) month period, all rights, title and interests granted to Grantee hereunder shall terminate and revert back to Grantor. In the event of such termination and reversion, Grantee shall execute a deed of release, in recordable form, and deliver same to Grantor immediately upon Grantor's written request to Grantee.

6. The Easement and the rights and privileges granted by this instrument are NON-EXCLUSIVE. However, Grantor and Grantor's successors and assigns shall not convey any other easement, license, or conflicting right to use the Easement Area for any purpose which will directly interfere with or prevent Grantee's use thereof or that would otherwise damage the Facilities.

7. Grantor shall retain full use of the Easement Area for any purpose not prohibited by the terms of this instrument.

8. Grantee agrees that no hardwood trees, within the Easement Area or on the areas adjoining the Easement Area, having trunks that are two (2) inches in diameter or larger, measured two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is two (2) inches in diameter or larger, measured two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

9. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of a twenty-five foot (25') strip of land adjacent to the Easement Area (the "Temporary Easement Area"), as depicted in the attached **Exhibit A,** to the extent necessary to construct and install the Facilities within the Easement Area. Upon the completion of such construction and installation, Grantee shall restore the surface of the Temporary Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the Easement Area shall thereupon terminate for all purposes.

10. The terms of this instrument shall be binding upon Grantor, and Grantor's successors and assigns; shall bind and inure to the benefit of the Grantee and any successors or permitted assigns of Grantee; and shall be deemed to be a covenant running with the land.

11. This instrument contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Easement shall be

of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

12. Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and permitted assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Easement Area.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ___ day of _____, 20___.

GRANTOR:

Williamson County, Texas

By: _____

Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20___, by _____, its _____, on behalf of Grantor.

_____
Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Lone Star Regional Water Authority

By: J. Tom Ray

Printed Name: J. Tom Ray

Representative Capacity: General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of July, 2017, by J. Tom Ray, its General Manager, on behalf of Grantee.

RICHARD L. HAMALA
My Notary ID # 124726788
Expires October 27, 2019

Richard L. Hamala
Notary Public, State of Texas

Grantee hereby accepts the Easement subject to the terms and conditions hereof:

GRANTEE:

Lone Star Regional Water Authority

By: J. Tom Ray

Printed Name: J. Tom Ray

Representative Capacity: General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of July, 2017, by J. Tom Ray, its General Manager, on behalf of Grantee.

RICHARD L. HAMALA
My Notary ID # 124726788
Expires October 27, 2019

Richard L. Hamala
Notary Public, State of Texas

Commissioners Court - Regular Session **47.**

Meeting Date: 08/29/2017

Agreement with ESD #1 for ambulance housing

Submitted For: John Sneed **Submitted By:** Kelly Luna, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Agreement to terminate the Interlocal Agreement for ambulance housing at Station #1, in ESD #1. EMS will continue to provide service in ESD #1.

Background

ESD #1 (Jollyville) needs space in their station and would like the EMS Ambulance and crew to move to another location. There was an agreement with ESD #1 where the county to invested $175,000 into station #1 (Medic 22), which granted EMS housing at the station until the county determined the housing was no longer needed. ESD #1 is opting to terminate this agreement and reimburse the county $128,333.33 for the depreciated value of their investment in the estate. EMS service will continue in this area as it always has, in fact, this move may allow our EMS unit to move to a more strategic location than before. The $128,333.33 will be used for relocation costs and to add a bay for the ambulance in its new location.
A copy of the notification letter and termination agreement are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESD 1 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:49 AM
EMS (Originator)	Kelly Luna	08/24/2017 11:55 AM
Form Started By: Kelly Luna		Started On: 08/24/2017 10:38 AM
Final Approval Date: 08/24/2017		

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT No. 1
9218 Anderson Mill Road, Austin, Texas 78729
Phone (512) 258-1038 • Fax (512) 258-1837

August 1, 2017

To put it plainly, we need to relocate M22 to another location so we can deal with our growing pains. With the unanticipated growth of our department, we have identified the need to use our apparatus bay, storage and crew quarters again.

When we were forced to reduce our department down to one station, we made a plan. We built a station that would hopefully house all aspects of our organization: our offices, apparatus, equipment, storage and crews. At that time, it appeared that JVFD was going to slowly shrink in size (district and organization), so we built for what we thought was an eventuality. Little did we know that this was just a quick economic dip in our history.

As our district was reduced, so was our department. We reduced paid staff levels, the amount of large and small equipment we had and even our volunteer staffing. Then, recently, we started realizing that things were looking up. First of all, the area residents (NAMUD#1) made if perfectly clear that they had no intention of being annexed into the city, now or ever. Second, our ESD established another funding source which opened up doors that we thought was permanently shut. We expanded our training field to allow for training opportunities for JVFD and all surrounding departments. To reduce maintenance and reliability issues and to be ready for a long future of call response, we also made major upgrades to our apparatus fleet and are looking to expand it even more. We are now increasing staffing back to pre-downturn levels and, not only are our volunteer ranks on the rise, we created a support staff group of department family members who assist with community events and rehab at major department incidents.

With all the positive moves forward, there has become an unforeseen problem: space. With the increase in staffing, we have now lost the room we used for volunteers to do their required overnight stays at the station. Another problem that has arisen is that of proper PPE storage. The current storage location has moisture and flooding problem. We need this life safety equipment to be moved back into a climate controlled location. And, with the increased interest in our training facility, we are now in need of more space for classes in the classroom. Finally, with the ongoing growth, we are going to need more bay space for new apparatus and fleet expansion.

Effective October 1, 2017, we need to have the medic unit, crews, equipment and property relocated from our station. It is a short timeline but, unfortunately, we are on a short timeline as well.

Laurie Golding, Vice President
Williamson County ESD#1
Board of Commissioners

AGREEMENT TO TERMINATE THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE WILLIAMSON COUNTY ESD #1 FOR ESTABLISHING EMS AMBULANCE HOUSING AT WILLIAMSON COUNTY ESD #1

This Agreement to Terminate the Interlocal Agreement Between Williamson County and the Williamson County ESD #1 for Establishing EMS Ambulance Housing at Williamson County ESD #1 (this "Termination Agreement") is hereby made and entered effective as of the last party's execution herein below, by and between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and Williamson County ESD #1, a Texas Emergency Services District ("ESD #1").

RECITALS

WHEREAS, County and ESD #1 are parties to that certain Interlocal Agreement Between Williamson County and the Williamson County ESD #1 for Establishing EMS Ambulance Housing at Williamson County ESD #1 (the "Agreement"); and

WHEREAS, the Agreement provided that County would pay ESD #1 the total sum of $150,000.00 in exchange for the housing of one County Emergency Medical Services Ambulance, related personnel and equipment at ESD #1's Jollyville Fire Department Station #1 (the "Station #1");

WHEREAS, following execution of the Agreement, County provided an additional $25,000.00 in funding to ESD #1 for a total funding amount of $175,000.00;

WHEREAS, ESD #1 has notified County that, due to increases in ESD #1's staffing, apparatus and equipment, it now needs the space currently utilized by County at Station #1;

WHEREAS, ESD #1 has submitted a request to County to terminate the Agreement in exchange for reimbursement of a portion of the funds originally provided by County to ESD #1;

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

ARTICLE I
TERMINATION OF AGREEMENT

1.01 **Effective Date**. The "Effective Date" for this Termination Agreement shall be the date of the last party's execution below.

1.02 **Termination.** Pursuant and contingent on the terms set forth herein, County and ESD #1 mutually agree to terminate the Agreement effective as of 11:59 PM on the 90th calendar day

following the Effective Date of this Termination Agreement (the "Termination Date").

1.03 **Reimbursement of Funding.** ESD #1 has agreed to reimburse the County a portion of the County's original funding amount of $175,000.00 in consideration of County's agreement to terminate the Agreement. Therefore, on or before the Termination Date, ESD #1 hereby agrees to reimburse County the lump sum amount of **$128,333.33**, which accounts for the total contribution provided by County less the depreciated value following County's use of the allocated space at Station #1.

1.04 **911 Emergency Medical Services Provider.** As additional consideration for County's agreement to terminate the Agreement, ESD #1 further agrees and acknowledges that Williamson County Emergency Medical Services shall continue to be the 911 Emergency Medical Services provider within ESD #1's district and jurisdictional areas and that ESD #1 shall also continue to operate a first responder program under the Williamson County Medical Director, participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs.

1.05 **Surrender by County.** On or before the Termination Date, County hereby agrees to surrender the space within Station #1 that is being utilized by County in a clean condition and good repair, normal wear and tear excepted, and remove its ambulance, personnel, equipment and any other of its property from Station #1.

ARTICLE II
CONTINUED OBLIGATIONS UNDER AGREEMENT

2.01 With the exception of any obligations accruing prior to the Termination Date and any obligations or agreements that expressly extend beyond the Termination Date under the terms of the Agreement or under the terms of this Termination Agreement, the parties shall have no continued obligations under the Agreement.

ARTICLE III
GENERAL PROVISIONS

3.01 **Entire Agreement**. Each party hereto acknowledges that this Termination Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination Agreement may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.

3.02 **Identical Counterparts**. This Termination Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination Agreement, only one such counterpart need be produced or accounted for.

3.03 **Representation and Construction**. By executing this Termination Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination Agreement. This Termination Agreement shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have entered into this Termination Agreement to be effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____ ____, 20__

WILLIAMSON COUNTY ESD #1:

By: _____

Name: Adam Bryant

Title: President

Date: August 16, 2017

Commissioners Court - Regular Session **48.**

Meeting Date: 08/29/2017

Early voting polling locations and schedule for the uniform election date of 11/7/2017

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding the approval of the early voting by personal appearance full time poling locations and voting hours for the Special Elections to be held November 7, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EV Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Form Started By: Jenifer Favreau		Started On: 08/21/2017 02:36 PM
Final Approval Date: 08/22/2017		

Williamson County Early Voting Schedule

Horario de la Votación Adelantada del Condado de Williamson

Constitutional Amendments and Special Elections – November 7, 2017

Elecciones de Enmiendas Constitucionales y Especiales – 7 de noviembre del 2017

Dates and Times for Full-Time Locations: *Fechas y horarios para localidades de tiempo completo*

Monday, October 23 through Wednesday, November 1	*Del Lunes 23 de octubre al Miércoles 1 de noviembre*
8:00 am to 6:00 pm	*8:00 am – 6:00 pm*
NO Sunday Voting	*Domingo NO habrá votación*
Thursday, November 2 and Friday, November 3	*Jueves 2 de noviembre y Viernes 3 de noviembre*
7:00 am to 7:00 pm	*7:00 am – 7:00 pm*

Williamson County Inner Loop Annex, 301 SE Inner Loop, **Georgetown**

Georgetown ISD Admin. Building, 603 Lakeway Dr., **Georgetown**

Georgetown Parks and Recreation Admin. Building, 1101 N. College St., **Georgetown**

Cowan Creek Amenity Center, 1433 Cool Springs Way, **Georgetown**

Baca Senior Center, 301 W. Bagdad Avenue, **Round Rock**

Brushy Creek Community Center, 16318 Great Oaks Drive, **Round Rock**

Round Rock Randalls, 2051 Gattis School Road, **Round Rock**

JB and Hallie Jester Annex, 1801 E. Old Settlers Boulevard, **Round Rock**

Anderson Mill Limited District, 11500 El Salido Pkwy., **Austin**

Cedar Park Public Library, 550 Discovery Boulevard, **Cedar Park**

Cedar Park Randalls, 1400 Cypress Creek Road, **Cedar Park**

Leander Public Library, 1011 S Bagdad Street, **Leander**

Taylor City Hall, 400 Porter Street, **Taylor**

Mobile-Temporary Locations, Dates and Times: *Fechas y horario de las Localidades móviles temporales*:

No Mobile voting on Sunday, October 29th

No habrá votación el domingo 29 de octubre

To be Determined.

Commissioners Court - Regular Session **49.**

Meeting Date: 08/29/2017

Election Day Vote Center locations for the uniform election date of 11/7/2017

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding the approval of the Election Day Vote Centers for the Special Elections to be held November 7, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Election Day Vote Centers

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Form Started By: Jenifer Favreau		Started On: 08/21/2017 02:54 PM
Final Approval Date: 08/22/2017		

subject to change
sujeto a cambio

Williamson County
Joint General and Special Elections
Tuesday, November 7, 2017

Elecciónes generales y Especiales *Martes 7 de noviembre*

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations 7:00 am - 7:00 pm Locaciones de Centros de Votós

City	Location	Address	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	La Quinta Inn & Suites	10701 Lakeline Mall Drive	78717
	Lord of Life Lutheran Church	9700 Neenah Avenue	78717
	Northwest Fellowship Church	13427 Pond Springs Road	78729
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park City Hall	450 Cypress Creek Road Building 3	78613
	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Highland Estates Independent Retirement Living	1500 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School	401 FM 970	76527
GEORGETOWN	County Central Maintenance Facility	3151 SE Inner Loop	78626
	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	Estrella Oaks Rehabilitation & Care	4011 Williams Drive	78628
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	GISD Administration Bldg	603 Lakeway Drive	78628
	Parks and Recreation Administration Building	1101 N College Street	78626
	Main Street Baptist- Ministry Center	111 W 10th Street	78626
	San Gabriel Presbyterian Church	5404 Williams Drive	78633
	Sun City Social Center	2 Texas Drive	78633
	Georgetown Housing Authority	210 W 18th Street Building 1	78626
	Williamson County Inner Loop Annex	301 SE Inner Loop	78626
GRANGER	SPJST Hall	114 W Davilla Street	76530
HUTTO	Hutto City Hall	401 Front Street	78634
	Hutto ISD Administration Building	200 College Street	78634
JARRELL	Jarrell Fire Station #2	155 CR 313 E	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	Rouse High School	1222 Raider Way	78641

subject to change
sujeto a cambio

Williamson County
Joint General and Special Elections
Tuesday, November 7, 2017

Elección de Enmiendas Constitucionales y Especiales Martes 7 de noviembre

City	Location	Address	Zip
LIBERTY HILL	Liberty Hill High School	16500 W SH 29	78642
ROUND ROCK	Baca Senior Center	301 W Bagdad Avenue Building 2	78664
	Brushy Creek Community Center	16318 Great Oaks Drive	78681
	Cedar Ridge High School	2801 Gattis School Road	78664
	Fern Bluff MUD Community Center	7320 Wyoming Springs Drive	78681
	Forest Creek Elementary School	3505 Forest Creek Drive	78664
	JB & Hallie Jester Annex	1801 E Old Settlers Boulevard	78664
	Round Rock High School	300 N Lake Creek Drive	78681
	Round Rock Presbyterian Church	4010 Sam Bass Road	78681
	Round Rock Randalls	2051 Gattis School Road	78664
	Round Rock Sports Center	2400 Chisholm Trail	78681
	San Gabriel Rehabilitation & Care	4100 College Park Drive	78665
	Sleep Inn & Suites	1980 South IH 35	78681
	Teravista Community Center	4211 Teravista Club Drive	78665
	The Fellowship Church of Round Rock	3379 Gattis School Road	78664
TAYLOR	Main Street Events Center	3101 North Main Street	76574
	Taylor City Hall	400 Porter Street	76574
	Taylor Public Library	801 Vance Street	76574
THRALL	St John Lutheran Church	409 S Main Street	76578
WEIR	First Baptist Church of Weir	315 FM 1105	78674

Commissioners Court - Regular Session **50.**

Meeting Date: 08/29/2017

Appointment of Election Day Judges and Alternates for November 7, 2017 election

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment of election Judges and Alternate Judges to serve a one year term beginning September 1, 2017 and ending August 31, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

List of Judges and AJ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Form Started By: Jenifer Favreau		Started On: 08/21/2017 02:58 PM
Final Approval Date: 08/22/2017		

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 7, 2017

On this the 29th day of August, 2017, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judges and Alternate to serve for a one year term which begins on Septerber 1, 2017 and ends on August 31, 2018.

Vote Center	Appt.	Party	Last Name	First Name
Anderson Mill Limited District	J	D	Coad	Charlotte
11500 El Salido Parkway, Austin	AJ	R	Sanders	Patricia
Bethany United Methodist Church	J	D	Adair	Dwight
10010 Anderson Mill Road, Austin	AJ	R	Blaschke	Stephanie
Gateway Church	J	D	Gordon	Paul
7104 McNeil Drive, Austin	AJ	R	McIntyre	Cindi
Kelly Reeves Athletic Complex	J	R	Cobb	J. Mitchell
10211 W Parmer Lane, Austin	AJ	D	Shanks	John
La Quinta Inn & Suites	J	R	Price	Barbara
10701 Lakeline Mall Drive, Austin	AJ	D	Greenley	Robin
Lord of Life Lutheran Church	J	R	Harrison	Dan
9700 Neenah Avenue, Austin	AJ	D	Narvaez	Ruben
Northwest Fellowship	J	D	Manser	Geraldine
13427 Pond Springs Road, Austin	AJ	R	Sherrod	Mack
Rattan Creek Park Community Center	J	D	Phillips	Deana
7617 Elkhorn Mountain Trail, Austin	AJ	R	Papick	Phil
Bartlett Town Hall	J	D	VanPraag	Jane
140 W Clark Street, Bartlett	AJ	R	Jaster	Cathy
Cedar Park City Hall	J	R	Zaharias	Dave
450 Cypress Creek Road, Bldg. 3, Cedar Park	AJ	D	Horton	Harriet
Cedar Park High School	J	R	Hampton	Janet
2150 Cypress Creek Road, Cedar Park	AJ	D	Mcosker	Cheryl
Cedar Park Library	J	R	Carroll	Benjamin
550 Discovery Boulevard, Cedar Park	AJ	D	Pillay	Logan
Cedar Park Randalls	J	R	Martin	Sandra
1400 Cypress Creek Road, Cedar Park	AJ	D	Rathbun	Mina

Cedar Park Recreation Center	J	D	Beyer	Lana
1435 Main Street, Town Center, Cedar Park	AJ	R	Ples	Paul
Highland Estates Ind Retirement Living	J	R	Richardson	Ann
1500 N Lakeline Boulevard, Cedar Park	AJ	D	Boydstun	Dwaine
Vista Ridge High School	J	R	Jewett	Jon
200 S Vista Ridge Boulevard, Cedar Park	AJ	D	Soliz	Jesse
St. Peter's Church of Coupland	J	R	Carroll	Shannon
108 Wathen Street, Coupland	AJ	D	Craig	Randall
Andice Community Center	J	R	Livermore	Anthony
6600 FM 970, Florence	AJ	D	Johnson	Linda
Florence High School	J	R	Wemheuer	Robert
401 FM 970, Florence	AJ	D	Covey	Jerry
County Central Maintenance Facility	J	R	Helms	Debra
3151 SE Inner Loop, Georgetown	AJ	D	Rendon	Diane
Cowan Creek Amenity Center	J	R	Cody	Cathy
1433 Cool Spring Way, Georgetown	AJ	D	Kienenberger	Cameron
Estrella Oaks Rehab & Care	J	D	Lutowski	Richard
4011 Williams Drive, Georgetown	AJ	R	Perkison	William
First Baptist Church	J	R	Fairbrother	William
1333 W University Avenue, Georgetown	AJ	D	Spangenberg	William
GISD Administration Bldg	J	R	Schrowang	Sue
603 Lakeway Drive, Georgetown	AJ	D	Weiler	Marion
Parks and Recreation Administration	J	R	Stutzman	Brad
1101 N College Street, Georgetown	AJ	D	Bacelis	Jorge
Main Street Baptist Church	J	D	Smith	Diane
111 W 10th Street, Georgetown	AJ	R	Johnson	Donna
San Gabriel Presbyterian Church	J	R	Gill	E. Diane
5404 Williams Drive, Georgetown	AJ	D	Harr	Steven

Sun City Social Center	J	R	Edwards	Eugene
2 Texas Drive, Georgetown	AJ	D	Vogel	Phyllis
Georgetown Housing Authority	J	R	Schrowang	Russ
210 W 18th Street, Bldg 1, Georgetown	AJ	D	Witherspoon	Kenneth
Williamson County Inner Loop Annex	J	R	Hughes	Anna
301 SE Inner Loop, Georgetown	AJ	D	Torres	Virginia
SPJST Hall	J	R	Gilllis	Ron
114 W Davilla Street, Granger	AJ	D	Spanel	Deborah
Hutto City Hall	J	R	Albert	Frances
401 W Front Street, Hutto	AJ	D	Tyler	Rebekah
Hutto ISD Administration Building	J	D	Hosek	Larry
200 College Street, Hutto	AJ	R	Smith	Bryan
Jarrell Fire Station #2	J	R	Wills	Darlena
155 CR 313 E, Jarrell	AJ	D	Cummings	Sharon
Leander Church of Christ	J	D	Sanchez	Aurora
300 Crystal Falls Parkway, Leander	AJ	R	Lattrell	Joanne
Leander High School	J	R	Crabtree	James
3301 S Bagdad Road, Leander	AJ	D	Lovett	Sharol
Leander Public Library	J	R	George	Gaylon
1011 S Bagdad Road, Leander	AJ	D	Jenkins	Raymond
Rouse High School	J	R	Pollastro	Jennifer
1501 CR 271, Leander	AJ	D	Gilby	Emily
Liberty Hill High School	J	R	Griffin	Wes
16500 W SH 29, Liberty Hill	AJ	D	Graves	Mike
Baca Senior Center	J	D	Franco	E. Irene
301 W Bagdad Avenue, Bldg 2, Round Rock	AJ	R	Zumbahlen	Marie
Brushy Creek Community Center	J	R	Patrolia	Wendi
16318 Great Oaks Drive, Round Rock	AJ	D	Garrett	Resa

Cedar Ridge High School	J	R	Overman	Azucena
2801 Gattis School Road, Round Rock	AJ	D	Gier	Robert
Fern Bluff MUD Community Center	J	R	Dziadziola	David
7320 Wyoming Springs Drive, Round Rock	AJ	D	Morgan	Cathy
Forest Creek Elementary School	J	R	Armbruster	Steven
3505 Forest Creek Drive, Round Rock	AJ	D	Villarreal	Elizabeth
JB & Hallie Jester Annex	J	R	Guzman	Lila
1801 E Old Settlers Boulevard, Round Rock	AJ	D	White	Earl
Round Rock High School	J	R	Pitts	P. Richard
300 N Lake Creek Drive, Round Rock	AJ	D	Barbini	Charlotte
Round Rock Presbyterian Church	J	R	Pool	Darryl
4010 Sam Bass Road, Round Rock	AJ	D	Garrett	Celia
Round Rock Randalls	J	R	Stoddard	E. Reed
2051 Gattis School Road, Round Rock	AJ	D	Shepard	Clarence
Round Rock Sports Center	J	R	Durham	David
2400 Chisholm Trail Drive, Round Rock	AJ	D	Afsah	Ghazala
San Gabriel Rehab & Care	J	R	Garza	Dan
4100 College Park Drive, Round Rock	AJ	D	Hackenberg	Stacy
Sleep Inn & Suites	J	D	Felthauser	James
1980 S IH 35, Exit 251, Round Rock	AJ	R	Risinger	Ronny
Teravista Community Center	J	R	Merris	Cathy
4211 Teravista Club Drive, Round Rock	AJ	D	Willliams Bailey	Yolande
The Fellowship Church of Round Rock	J	R	McMasters	Sonia
3379 Gattis School Road, Round Rock	AJ	D	Covarrubias	R. Chris
Main Street Events Center	J	R	Collins	Gayle
3101 North Main, Taylor	AJ	D	Newman	Maria
Taylor City Hall	J	D	Brown	Betty
400 Porter Street, Taylor	AJ	R	Werner	Pat

Taylor Public Library	J	R	Naizer	Joe
801 Vance Street, Taylor	AJ	D	Rex	J. Bart
St John Lutheran Church	J	R	Prillaman	Michael
409 S Main Street, Thrall	AJ	D	Yerby	Barbara
First Baptist Church of Weir	J	R	Schumacher	David
315 FM 1105, Weir	AJ	D	Thomas	Ashley

SIGNED this _____ day of August, 2017.

_____
Dan A. Gattis, County Judge

Commissioners Court - Regular Session **51.**

Meeting Date: 08/29/2017

OSSF Leave

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Williamson County Cities Health District OSSF Department employees' current vacation, sick, holiday, floating holiday, compensatory time leave balances and longevity; as well as take action, if necessary, to retract and replace any prior action taken under item #35 of the Williamson County Commissioners Court's August 22, 2017 Regular Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:07 AM
Form Started By: Hal Hawes		Started On: 08/24/2017 09:02 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **52.**

Meeting Date: 08/29/2017

Williamson County Justice Center HVAC Agreement

Submitted For: Randy Barker **Submitted By:** Gary Stone, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement between Mtech Comfort Systems, USA and Williamson County for Installation Component of HVAC Units for the Justice Center, in the amount of $231,400.00 pursuant to TIPS contract # 1032615, and authorizing the execution of the agreement.

Background

This Agreement is for Justice Center HVAC units that need replacement due to the current units' use of R22 refrigerant, which is no longer produced. Additionally, since the roof is being redone, there is a need to redo the curbs the units sit on to prevent any roof leaks. Facilities sought quotes and recommends a contract with Mtech utilizing their awarded TIPS contract #1032615. Total amount of this agreement is $231,400.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mtech Agreement

Exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/24/2017 08:58 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:07 AM
Form Started By: Gary Stone		Started On: 08/17/2017 11:20 AM
Final Approval Date: 08/24/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR INSTALLATION COMPONENT OF
HVAC UNITS
(Justice Center)
(TIPS #1032615)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated July 18, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $231,400.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

VII.

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

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

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated July 18, 2017, which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

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

XIII.

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

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Exhibit “A”

Commercial HVAC · Plumbing · Electrical
COMFORT SYSTEMS USA

1720 Royston Lane
Round Rock, TX 78664
Phone: (512) 929-7090
Fax: (512) 929-7197
TACLA20760C / M 8751 / TECL 29725
ITBs to: mtech-itb@csusa.us

QUOTE TO: **Williamson County Facilities** **DATE:** **July 18, 2017**
FOR THE PROJECT: **County Clerk OAUs**
ATTENTION: **Toby Bonnet**
EMAIL: tbonnet@wilco.org

TIPS Contract #1032615
JUSTICE CENTER OAUs – HVAC QUOTE

We offer the following proposal for your consideration for the HVAC scope of work on the above referenced project. Subject to the following scope narrative, exclusions & clarifications

HVAC PRICING $ 194,000.00

- Add for bond: $ 2,400.00
- Add for test and balance: $ 16,000.00
- Add for (4) service platforms: $ 19,000.00

INCLUDED IN HVAC PRICE:

1. Disconnect and reconnect gas for (4) roof top units
2. Remove and dispose of (4) rooftop units
3. (4) New rooftop units with matching capacity of existing
4. Duct work as required to connect new units
5. Condensate as required for new units
6. Roof work accessed by scaffold ladder provided by others
7. Equipment hoisting
8. Daily trash haul off to Owner provided dumpster
9. Filters
10. Equipment labels
11. Start-up of equipment
12. Work outside of normal business hours – All work assumed at overtime wages

NOT INCLUDED IN PRICE:

1. Mechanical permit
2. Electrical
3. Coordinated drawings
4. Wage scale
5. Test and balance – see add
6. Smoke detectors
7. Fire dampers or fire/smoke dampers
8. Lightening or ground protection
9. Controls
10. Fire protection
11. Roof work
12. Delays beyond Mtech's control
13. Structural engineering or structural supports / angle iron framing / structural steel
14. Allowances / alternates not specifically noted above
15. Repairs to existing material or equipment not specifically noted above

16. Temporary controls for HVAC systems
17. Engineering work of any kind
18. 3rd Party testing of any kind not specifically noted above
19. 3rd Party commissioning agent fees
20. 3rd Party duct cleaning
21. Taxes

Bart Hoover
Chief Estimator
512-908-1069
bart.hoover@csusa.us

Victor Mangold
Director of Construction
512-574-9436
victor.mangold@csusa.us

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. *APPROVAL OF CONTRACTOR'S CREDIT BY MECHANICAL TECHNICAL SERVICES, L.P. AND/OR RECEIPT OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.*
2. *THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.*

NOTE: We may withdraw quote if not accepted within 30 days.

Commissioners Court - Regular Session **53.**

Meeting Date: 08/29/2017

Promotional Examination Services and Materials for Williamson County Sheriff's Office

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Promotional Examination Services and Materials Agreement for the Williamson County Sheriff's Office between Williamson County and LeaderSelect, LLC.

Background

This service agreement is to aid the Williamson County Sheriff's Office in their promotional evaluations to ensure consistency. The Purchasing Department solicited through Bidsync and received three offers. The Sheriff's Office recommends LeaderSelect, LLC. for contract services. This agreement is not to exceed $30,000 and has a termination date of September 30th, 2018.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/22/2017 04:59 PM
Purchasing (Originator)	Wendy Coco	08/25/2017 02:59 PM
Form Started By: Erica Smith		Started On: 08/22/2017 09:19 AM
Final Approval Date: 08/25/2017		

PROMOTIONAL EXAMINATION SERVICES AND MATERIALS AGREEMENT FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

THIS PROMOTIONAL EXAMINATION SERVICES AND MATERIALS AGREEMENT FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE ("Agreement") between LeaderSelect, LLC (hereinafter "LeaderSelect"), a Texas Limited Liability Company, (hereinafter "LeaderSelect"), with its principal place of business at 5600 West Lovers Lane #116-398, DALLAS, TX 75209, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which LeaderSelect will provide certain services and materials for promotional examinations conducted by the Williamson County Sheriff's Office (hereinafter "WCSO").

1. LeaderSelect's Scope of Services; Obligations of County

1.1 LeaderSelect agrees to provide the following scope of services ("Services") for the WCSO:

A. LeaderSelect will create Promotional Examination(s) for the positions as described in the Work Authorizations issued by the WCSO.

B. The Promotional Examination(s) will contain up to 100 questions that are suitable for the promotions sought by the WCSO's candidates. LeaderSelect and the WCSO's Administrator (defined below) will collaborate in good faith to agree on the source material for the Promotional Examination(s). Up to 10% of the questions on any Promotional Examination may be taken from WCSO's policies submitted by WCSO to LeaderSelect.

C. LeaderSelect will score and analyze electronic examinations and provide the results to the WCSO's Administrator through electronic mail.

D. All Promotional Examination(s) will contain at least 90% multiple choice questions with four possible answers (one correct answer and three distractors) and up to 10% true or false questions.

E. LeaderSelect will respond with a recommendation to uphold or deny an appeal within five (5) business days of receipt of any appeal of a LeaderSelect Promotional Examination question; however WCSO will retain the final decision-making authority to uphold or deny any such appeal.

1.2 County/WCSO's Obligations:

A. WCSO will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit A** and entitled "Work Authorization No. ____", to authorize LeaderSelect to perform one or more tasks of LeaderSelect's Services. Each Work Authorization will include a description of the Services to be performed, a delivery schedule, the costs, any discounts and any reimbursable expenses associated with the described Services. The Work Authorization will not waive LeaderSelect's

responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.

All Services and materials must be provided on or before the date specified in the Work Authorization. LeaderSelect shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve LeaderSelect from costs or liabilities resulting from delays in completion of the Work Authorization.

B. During the term of this Agreement, the WCSO will only use LeaderSelect's Promotional Examination(s) and related materials for WCSO's official purposes to examine candidates for the WCSO's positions currently being tested.

C. WCSO will designate a WCSO Administrator, including a name, mailing address, email address, office phone number, and mobile phone number, as the main point of contact for LeaderSelect under this Agreement. WCSO may designate a new WCSO Administrator in writing at any time.

D. The WCSO Administrator will proctor all electronic LeaderSelect Promotional Examination(s).

E. The WCSO Administrator will receive the scores for examination via LeaderSelect's web-based interface or via electronic mail for the results of electronic Promotional Examinations.

F. County, WCSO and its officials, employees, and agents will not copy LeaderSelect Promotional Examinations or related materials obtained from LeaderSelect under this Agreement. Notwithstanding the foregoing, the WCSO Administrator will be given the contested questions and the source material reference for Promotional Examinations that are required by an administrative appeal or judicial action arising from the use of the LeaderSelect Promotional Examinations and related materials provided under this Agreement. WCSO must notify LeaderSelect in writing within five (5) business days of providing copies to any person or entity other than LeaderSelect.

G. WCSO will provide sufficient security for all LeaderSelect Promotional Examinations and related materials in order to maintain the confidentiality and integrity of the LeaderSelect Promotional Examinations and related materials.

H. WCSO will not provide copies of the LeaderSelect Promotional Examinations and related materials to any other governmental agency.

I. County and WCSO will not use copies or contents of LeaderSelect Promotional Examinations and related materials for any other purpose in County's governmental entity without written consent from LeaderSelect.

J. WCSO will return all LeaderSelect printed materials to LeaderSelect, postage or freight prepaid, within thirty (30) calendar days of the testing date. WCSO may request from LeaderSelect an extension of time to return the LeaderSelect's materials if required by an administrative appeal or judicial actions.

K. Within thirty (30) calendar days of a Promotional Examination, the WCSO Administrator may forward to LeaderSelect any candidate's appeal of a test question. Candidate's may

appeal multiple questions, but must appeal each question on a separate page and must provide the reasoning for each question so appealed. The WCSO Administrator must send all appeals from all candidates from any one Promotional Examination to LeaderSelect at the same time, preferably through electronic mail.

L. Client will notify LeaderSelect within seven (7) calendar days of any claims, challenges, administrative appeals, or judicial actions related to the products and services provided under this Agreement.

2. Term and Termination

2.1 This Agreement shall commence as of the date of the last party's execution below and continue thereafter until September 30, 2018, unless terminated earlier pursuant to the terms hereof.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay LeaderSelect for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Compensation, Expenses, Payment and Taxes

3.1 The maximum amount payable under this Agreement, without modification, is **Thirty Thousand Dollars ($30,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations exceed the Compensation Cap. The Compensation Cap is based upon all labor and reimbursable expenses estimated to be required in the performance of the Services provided for under this Agreement. Should the actual costs of all labor and reimbursable expenses rendered under this Agreement be less than the above stated Compensation Cap, then LeaderSelect shall receive compensation for only actual fees and costs of the Services actually rendered and reimbursable expenses actually incurred, which may be less than the above stated Compensation Cap. The Compensation Cap herein referenced may be adjusted for Additional Services requested and performed only if approved by a written amendment signed by both parties.

3.2 LeaderSelect shall be reimbursed for actual reimbursable expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit B**. Invoices requesting reimbursement for costs and expenditures related to the Services (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LeaderSelect without mark-up.

3.3 LeaderSelect will invoice County for Services. County's payment of the Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify LeaderSelect of the discrepancy. Following County's notification of any discrepancy as to an invoice, LeaderSelect must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.4 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of a WORK AUTHORIZATION, if any, or County shall provide LeaderSelect with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership

4.1 LeaderSelect expressly retains all rights to the use or reproduction of examination materials made available to WCSO, the WCSO Administrator, or WCSO's officials, employees, or agents. County hereby agrees that the Promotional Examinations and related materials created by LeaderSelect with WCSO's source materials and collaboration with WCSO's officials, employees, and agents become the intellectual property of LeaderSelect and may be used by WCSO only under the terms of this Agreement.

5. Public Information

5.1 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or

effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to LeaderSelect for the disclosure to the public, or to any person or persons, of any items or information furnished to County by LeaderSelect in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

6.1 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Indemnification

7.1 LeaderSelect shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the LeaderSelect in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the LeaderSelect in writing of any such claim and the LeaderSelect is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The LeaderSelect may, in its sole discretion, settle any such claim on a basis LeaderSelect substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

8. Limitation of Liability

8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. County agrees that the maximum liability of LeaderSelect for any claim or dispute related to this Agreement will not exceed the total Compensation Cap of this Agreement.

9. Change Requests

9.1 County or LeaderSelect may request changes to the Services to be performed under the Agreement by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or, any extra

services by LeaderSelect necessitated by County not meeting its obligations or preventing LeaderSelect from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

10. Dispute Resolution/Mediation

10.1 The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

11. General

11.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

11.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. LeaderSelect understands and agrees that the County's payment of amounts under this Agreement is

contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of Work Authorizations, the terms and conditions of this Agreement shall control.

11.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.11 Entire Agreement. This Agreement (including any WORK AUTHORIZATION attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and LeaderSelect has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

LEADERSELECT, LLC

BY: _____

NAME: TODD RENSHAW

TITLE: MANAGING MEMBER

DATE: AUGUST 24, 2017

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

DATE: _____ ____, 20____

EXHIBIT A

WORK AUTHORIZATION NO. ____

This Work Authorization is made pursuant to the terms and conditions of the Promotional Examination Services and Materials Agreement for the Williamson County Sheriff's Office and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LeaderSelect, LLC (the " LeaderSelect").

WCOS's Administrator	Derrick Dutton, Lieutenant
Services	Promotional Examination for _____
Engagement duration	_____ Days
Begin date	_____ ____, 20__
End date	_____ ____, 20__

Services description	Delivery schedule (Electronic)	Cost
Promotional Examination for _____		$_____
Promotional Examination for _____		$_____
New Client Discount		_____ %
Multiple Process Discount		_____ %
Reimbursable Expenses		$_____
Total		$_____

Materials:

LeaderSelect will provide the following materials:

_____
_____
_____.

Payment:

Payment shall be made in accordance with the terms of the Agreement.

This Work Authorization is hereby accepted and acknowledged effective as of the date of the last party's signature below.

LeaderSelect, LLC

By: _____
Signature

_____
Printed Name

_____
Title

_____ ____, 20___
Date

Williamson County Sheriff's Office

By: _____
Signature

_____
Printed Name

_____
Title

_____ ____, 20___
Date

EXHIBIT B

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or

traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services

10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **54.**

Meeting Date: 08/29/2017

Pharmaceutical Service and Supplies RFP 1708 185

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive proposals for RFP 1708-185 Pharmaceutical Service and Supplies.

Background

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service and Supplies for the County Jail, whose current estimated population is 650 inmates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/23/2017 10:12 AM
County Judge Exec Asst.	Wendy Coco	08/23/2017 10:55 AM
Form Started By: Brenda Fuller		Started On: 08/23/2017 09:40 AM
Final Approval Date: 08/23/2017		

Solicitation 1708-185

Pharmaceutical Service and Supplies

Bid Designation: Public

Williamson County, Texas

Bid 1708-185
Pharmaceutical Service and Supplies

Bid Number	1708-185
Bid Title	Pharmaceutical Service and Supplies
Bid Start Date	In Held
Bid End Date	Sep 18, 2017 2:00:00 PM CDT
Question & Answer End Date	Sep 15, 2017 5:00:00 PM CDT
Bid Contact	Brenda Fuller 512-**943**-1607 brendafuller@wilco.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Pre-Bid Conference	**Sep 7, 2017 2:00:00 PM CDT (Online)** **Attendance is optional**
Bid Comments	**Pharmaceutical Service and Supplies**

Item Response Form

Item	**1708-185--01-01 -** Please attach all documents to this line
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location	**Williamson County, Texas** No Location Specified

Qty 1

Description
Please attach all documents to this line.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP**. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or

B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Respondent must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

2.8 ETHICS

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

4.14 INDEMNIFICATION

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to t Successful Respondent at the end of its then-current fiscal year.

4.28 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.30 SAFETY

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.38 CONFIDENTIALITY

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.40 AIR QUALITY

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.42 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States

Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the

arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.43 CONFIDENTALITY

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: $

Scope of Work:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

PRICE SHEET

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please provide AWP Plus/Minus % Discount in blanks provided below and complete the 2 pages of Drug Brand/Generic price sheets with Per/Capsule-Pill pricing.

Proposer shall provide current Average Wholesale Price (AWP) minus a percentage (%) discount plus a dispensing fee (if applicable).

BRAND NAME MEDICATIONS

Minus Percent (%) Discount _____

Dispensing Fee (if applicable) _____

GENERIC MEDICATIONS

Minus Percent (%) Discount _____

Dispensing Fee (if applicable) _____

PRICE SHEET (CONTINUED)

Provide price per capsule/tablet for the following drugs (brand and generic):

Drug Name	Brand	Generic
VALPROIC ACID 250MG CAP		
HYDROXYZINE PAM 50MG CAP		
BUPROPION 100MG TAB		
LITHIUM CARB 300MG CAP		
QUETIAPINE 100MG TAB		
LACTULOSE 10GM/15 SOL		
ANTI-DANDRUF 1%		
HYDROCERIN LOT		
GERI-MOX SUS		
DIPHENHYDRAMINE 25MG CAP		
SUDOGEST 60MG TAB		
DIPHENHYDRAMINE 50MG CAP		
AMOXICILLIN 500MG CAP		
QUETIAPINE 300MG TAB		
NAPROXEN 500MG TAB		
AMITRIPTYLINE 25MG TAB		
TRAMADOL 50MG TAB		
METFORMIN 500MG TAB		
HYDROXYZ PAMOATE 25MG CAP		
POLYETH GLYC 3350 NF POW		
QUETIAPINE 200MG TAB		
LISINOPRIL 10MG TAB		
VENLAFAXINE 75MG TAB		
HCTZ 25MG TAB		
BENZTROPINE 1MG TAB		
METFORMIN 1000MG TAB		
CITALOPRAM 20MG TAB		
BENAZEPRIL 10MG TAB		
TRAZODONE 100MG TAB		
SMZ/TMP DS 800-160 TAB		
POLYETH GLYC 3350 NF POW		
BUPROPION 75MG TAB		
TRAZODONE 50MG TAB		

AMLODIPINE 10MG TAB		

PRICE SHEET (CONTINUED)

Provide price <u>per capsule/tablet</u> for the following drugs (brand and generic):

Drug Name	Brand	Generic
QUETIAPINE 300MG TAB		
ATRIPLA TAB		
QUETIAPINE 100MG TAB		
TRUVADA TAB		
LANTUS 100/ML INJ		
QUETIAPINE 200MG TAB		
DULOXETINE 60MG CAP		
REYATAZ 300MG CAP		
OLANZAPINE 20MG TAB		
COMPLERA TAB		
OLANZAPINE 10MG TAB		
QUETIAPINE 400MG TAB		
LATUDA 40MG TAB		
BUPROPION 100MG TAB		
DIVALPROEX 500MG ER TAB		
ABILIFY 10MG TAB		
VALPROIC ACID 250MG CAP		
ISENTRESS 400MG TAB		
CYCLOPHOSPH 25MG TAB		
INVEGA 9MG TAB		
OLANZAPINE 5MG TAB		
LATUDA 20MG TAB		
OLANZAPINE 15MG TAB		
HUMULIN R U-100 U-100 INJ		
INVEGA 3MG TAB		
VENTOLIN HFA AER		
ABILIFY 5MG TAB		
NORVIR 100MG TAB		
ADVAIR DISKUS 250/50 AER		
PROMETHAZINE HCL 25MG SUPR		
EPINEPHRINE 0.3MG 2-PACK		
INVEGA 6MG TAB		
XIFAXAN 550MG TAB		

PERMETHRIN 5% CRM		
PREZISTA 800MG TAB		

PROPOSAL SPECIFICATIONS

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates.

Please acknowledge and/or respond to each of the specifications listed below and expound your firm's abilities to meet or exceed these requirements.

1. Proposer agrees and understands that the awarded proposer will be the principal source of supply for pharmaceuticals during the term of the contract. However, Williamson County reserves the right to purchase these products from other sources of supply in case of emergency or when the vendor is out of stock and it becomes necessary for Williamson County to support its immediate operational requirements.

2. All pharmaceuticals, chemicals, and drugs provided under this contract shall conform to the standards set by the Federal Food and Drug Administration and the latest editions of the US Pharmacopoeia, the National Formulary, or the American Medical Association's publication, New Drugs, where applicable, whether or not this is specially indicated in the specification or proposal. In cases of multi-source drug products, names of manufacturers must be listed in the current FDA of approved drug products with therapeutic equivalence evaluations publication.

3. Supplier must hold approved New Drug Applications (NDA) or Abbreviated New Drug Application (ANDA) for all products.

4. Supplier must be a licensed Medicaid vendor.

5. Supplier must be an approved pharmacy by the Texas Department of Health/HIV program.

6. All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times.

    a. Supplier shall utilize blister packs for dispensing of medications.

    b. Labels shall be affixed to the blister pack and the Medication Administration Record (MAR). Labels shall contain all the necessary information required by law as well as the inmates housing unit and date of birth. **A sample of the blister pack should be included**.

    c. Supplier shall furnish Keep on Person (KOP) medications in approved containers and label them as such.

    d. Supplier shall provide the County with a minimum four (4) medication carts for the dispensing of medications at no additional cost to the County. These carts shall be furnished with locks and keys in order to avoid unauthorized access.

    e. Supplier shall have ability to provide a stock-medication type inventory.

    f. Protocols must be updated often to stay abreast of community standards.

7. Unless exceptions are made, such as for biological, all shipments of pharmaceutical products, which incur expiration dates, must have a minimum of one-year dating as of delivery.

8. Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

    a. Trademarked items in original unopened package in accordance with the vendor's return goods policy. Vendor shall provide a copy of the return goods policy.

b. Non-trademarked items in original unopened packages, in accordance with the vendor's return goods policy.

c. Outdated biological products returned within one year after expiration date.

d. Any product that arouses questionable physical properties or therapeutic activities. The County reserves the right to return such product to the vendor for credit or immediate replacement. Return of such products shall not require prior notification to the vendor, and shall be returned at the vendor's expense.

9. The County reserves the right to submit samples of products of doubtful potency or composition to a competent independent laboratory for assay, and in such cases, the cost of such assay will be paid by the supplier if products are found to be below US Pharmacopoeia, National Formulary, or Federal Standards.

10. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in nonconformance with specifications.

11. The County shall be billed on a monthly basis. The billing procedures shall allow for separate billing for inmates that are identified as I.N.S. or U.S. Marshall Inmates and that billing should go directly to the respective agency.

12. Separate itemized billing and credit invoices, on-line or computerized program for billing and credits, computerized inventory control in addition to online ordering must be provided and should be used for invoice reconciliation. In addition, the County Jail must be notified via e-mail and/or fax prior to shipment of partial orders. The e-mail or fax must list what item(s) and quantity(s) are not being shipped and when these item(s) will be available for shipment to complete the order.

13. Inventory should be controlled by scanning orders for delivery and return.

14. Supplier shall have the ability to generate the following reports:
    i. Tracking of usage of medications by inmate, specific doctor, or specific medication
    ii. Online invoicing
    iii. Itemized incoming deliveries
    iv. Online credits and online returns
    v. Overall credit % per time period requested
    vi. "Ad hoc" reports

15. A computerized program interface linking the County Jail to the supplier must be available. Provide a detailed description of interface including any software and/or hardware that is required. If software and/or hardware are required, state whether it will be provided by the supplier or must be provided by the County.

16. Supplier shall provide on-site quarterly inspections by a registered Pharmacist at no additional charge upon request by the County.

17. Award of Proposal, if any, will be made to the responsive or responsible Pharmaceutical Supplier submitting the overall best proposal, with 40% of the evaluation weight on having the lowest cost consisting of the current average wholesale price (AWP) minus percent (%) discount plus a

dispensing fee (if applicable). Alternative pricing models may be considered. The publication used to determine average wholesale price should be provided by each proposer.

18. Proposers overall mark-up prices shall include cost of shipping and delivery of the pharmaceutical item to the designated delivery point and shall not include Federal or State of Texas sales, excise, and use taxes.

19. Proposer shall provide three (3) price list copies plus one original with their proposal.

20. The preferred order method for new prescriptions and refills shall be online, however, orders placed by fax or phone shall be accepted. Additionally, emergency "stat" ordering shall be done by phone.

21. Delivery of all items supplied under this contract shall be made FOB destination. The proposer shall provide next day delivery for all items ordered by 4:00 PM the previous day. Deliveries shall be made Monday through Saturday. Orders received by vendor on Saturday shall be delivered on Monday.

22. Supplier will be required to maintain all records for five (5) years. These records shall be the property of the county.

23. The proposer's representative must be available to respond to all calls from the using county agencies to assist in filling emergency orders, resolving complaints and problems regarding orders and deliveries and the return of goods.

24. The proposer shall provide a local telephone number or a toll free number from Georgetown, Texas for the placement of calls against this contract and shall provide the name, title, and telephone number of a representative who can be contacted and available to provide around-the-clock, 24-hour, 7-days a week, customer service. Telephone numbers provided for this purpose shall not be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing emergencies and problems.
    i. Name_____
    ii. Phone Number_____
    iii. Emergency Order Phone Number_____
    iv. Fax Number_____

25. All orders will be placed through the issuance of a purchase order. The purchase order number must be referenced on all invoices submitted to Williamson County.

26. Williamson County would prefer to have a vendor with substantial experience working in correctional facilities. Please provide your firm's years of experience in a correction's environment.

Question and Answers for Bid #1708-185 - Pharmaceutical Service and Supplies

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **55.**

Meeting Date: 08/29/2017

IFB 17060170 CR 403 Bridge Riprap award

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB# 1706-170, for CR 403 Bridge Riprap Replacement to the lowest and best bidder, Patin Construction, and authorizing the execution of service agreement.

Background

4 companies submitted bids on this solicitation. 1 bidder was deemed to be nonresponsive for failing to submit a complete package. The bid amount of the lowest bidder meeting specifications is $96,802.00. This project is to be completed within 20 working days of the start of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Tabulation Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/24/2017 09:09 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:17 AM
Form Started By: Will Hutchinson		Started On: 08/24/2017 08:21 AM
Final Approval Date: 08/24/2017		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Patin Construction("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1706-170, CR403 Bridge Riprap Replacement; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of **Ninety-Six Thousand Eight-Hundred and Two Dollars ($96,802.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in IFB Solicitation 1706-170 including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders' risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: Tim Patin

Title: President

Date: 8/16/17

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Tim Patin
3800 West 2nd St.
Taylor, TX 76574

Phone 512-269-1071
Fax 512-269-1072

Bid Tabulation Packet
for
Solicitation 1706-170

CR 403 Bridge Riprap Replacement

Bid Designation: Public

Williamson County, Texas

Bid #1706-170 - CR 403 Bridge Riprap Replacement

Creation Date **Jun 28, 2017** End Date **Aug 1, 2017 3:00:00 PM CDT**

Start Date **Jul 11, 2017 3:08:49 PM CDT** Awarded Date **Not Yet Awarded**

1706-170--01-01 Attach documents here

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
RHB	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Ellis-McGinnis Construction Co.	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Myers Concrete Construction	First Offer -	1 / each			Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer -	1 / each		Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

1706-170--01-02 Total Bid Price

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Ellis-McGinnis Construction Co.	First Offer - $89,500.00	1 / each	$89,500.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Patin Construction LLC	First Offer - $96,802.00	1 / each	$96,802.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
RHB	First Offer - $99,256.50	1 / each	$99,256.50		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** uploaded attachment			
Myers Concrete Construction	First Offer - $126,211.10	1 / each	$126,211.10	Y	Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Attached is the bid form and Bid Bond			

Supplier Totals

f Ellis**-McGinnis Construction Co.** $89,500.00 (2/2 items)

Bid Contact **David McGinnis**
dmcginnis@emcotx.com
Ph 254-859-5494
Fax 254-859-5497

Address **P O Box 40**
2895 Eddy Gatesville Pkwy
EDDY, TX 76524

Bid Bond (Status: An error occurred during verification. Bond Not Found)

Agency Notes: **Supplier Notes:** **Head Attch:**

f Patin Construction LLC $96,802.00 (2/2 items)

Bid Contact	**Tim Patin** **tim@patincon.com** **Ph 512-269-**1071	Address	**3800 West 2nd Street** **Taylor, TX 76574**

Agency Notes: **Supplier Notes:** **Head Attch:**

f RHB $99,256.50 (2/2 items)

Bid Contact	**Ron Hummel** **rhbco@yahoo.com** **Ph 512-738-**1296	Address	**402A West Palm Valley #325** **Round Rock, TX 78664**
Bid Bond	(Status: Authorized on Jul 31, 2017)		

Agency Notes: **Supplier Notes:** **Head Attch:**

f Myers Concrete Construction $126,211.10 (2/2 items)

Bid Contact	**Marcu White** **nicole@myersconcrete.com** **Ph 512-847-**8000	Address	**P.O. Box 2928** **Wimberley, TX 78676**
Bid Notes	**Bid Bond is attached above**		

Agency Notes: **Supplier Notes:** **Head Attch:**
Bid Bond is attached above

**

Ellis-McGinnis Construction Co.

Bid Contact **David McGinnis**
dmcginnis@emcotx.com
Ph 254-859-5494
Fax 254-859-5497

Address **P O Box 40**
2895 Eddy Gatesville Pkwy
EDDY, TX 76524

Bid Bond (Status: An error occurred during verification. Bond Not Found)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1706-170--01-01	Attach documents here	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
1706-170--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $89,500.00	1 / each	**$89,500.00**		**Y**
					Supplier Total	**$89,500.00**	

Bid Bond from

Surety	
Bid Bond Number	
Bond Type	
Bond Form	
Bid Date	
Bid ID	
Security Percent	%
Job Description	

Agency ID	
Name	
Address	, , ,
Phone	
Contact Name	
Bond Status	
Execution Date	
Executed By	
	, , ,
Cosigner	

Contractor ID	
Name	
Contractor Tax ID	
Assigned Contractor ID	
Address	, , ,
Phone	

Name	
Address	, , ,

Surety ID	
Name	
NAIC Number	
State of Incorporation	
Contact	

Address	, , ,
Phone	
Terror Rider	

Ellis-McGinnis Construction Co.

Item: **Attach documents here**

Attachments

doc20170726150636.pdf

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Ellis-McGinnis Construction Co. , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Williamson County , as Obligee, in the sum of Five Percent of Amount Bid Dollars ($ 5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Williamson County Purchasing Department Solicitation 1706-170 CR 403 Bridge Riprap Replacement ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 1st day of August , 2017 .

Ellis-McGinnis Construction Co.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

By: Cynthia Giesen
Cynthia Giesen , Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

1706-170

p. 9

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230196

Certificate No. 006807415

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William H. Pitts Jr., John E. Alford, Wesley M. Pitts, Douglas J. Wealty, Cynthia Giesen, Courtney J. Goulding, and William E. Gellhausen

of the City of Austin, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of May, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 20th day of May, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Williamson County, Texas

BidSync

8/1/2017

1706-170

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

Williamson County, Texas

BidSync

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 2017.

THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

8/1/2017

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

1-800-328-2189

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

(PN-042-B) Ed. 10.18.07

Williamson County, Texas

BidSync

8/1/2017

Supplier: **Ellis-McGinnis Construction Co.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Ellis-McGinnis Construction Co. by David McGinnis**
2	☐	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**N/A**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**N/A**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **N/A**

7	**David McGinnis**	**05/31/2017**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Ellis-McGinnis Construction Co.**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Ellis-McGinnis Construction Co.**
Address of Bidder:	**P.O. Box 40**
Email:	**emco@emcotx.com**
Telephone:	**254-859-5494**
Printed Name of Person Submitting Affidavit:	**David McGinnis**
Signature of Person Submitting Affidavit:	**David McGinnis**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of

The County of **dmcginnis@emcotx.com**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Ellis-McGinnis Construction Co.**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:
TxDOT FM 339, Hill County, TX

Contact Name: Title:
Jason Duncan, P.E. Area Engineer

Phone: E-mail
254-582-5432 jason.duncan@txdot.gov

Contract Date To: Contract Date From: Contract Value: $
6-8-2017 10-10-2016 653,974.75

Scope of Work:
Replace bridge and approaches on FM road

Reference 2

Client Name: Location:
TxDOT McLennan County, TX

Contact Name: Title:
Solomon Thomas, P.E. Area Engineer

Phone: E-mail
254-772-2890 solomon.thomas@txdot.gov

Contract Date To: Contract Date From: Contract Value: $
11-2017 3-1-2017 697,709.55

Scope of Work:
Replace two bridges and approaches on two McLennan County roads

Reference 3

Client Name:
TxDOT McLennan County, TX

Location:

Contact Name:
Solomon Thomas, P.E. Area Engineer

Title:

Phone:
254-772-2890

E-mail
solomon.thomas@txdot.gov

Contract Date To:
7-1-2017

Contract Date From:
3-10-2017

Contract Value: $
453,594.10

Scope of Work:
Replace bridge and approach on McLennan County road

Patin Construction LLC

Bid Contact **Tim Patin**
tim@patincon.com
Ph 512-269-1071

Address **3800 West 2nd Street**
Taylor, TX 76574

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1706-170--01-01	Attach documents here	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
1706-170--01-02	Total Bid Price	**Supplier Product Code:**	**First Offer -** $96,802.00	1 / each	**$96,802.00**		**Y**
					Supplier Total	**$96,802.00**	

Patin Construction LLC

Item: **Attach documents here**

Attachments

Wilco CR403 RipRap Bid 08-01-17.pdf

Wilco CR403 RipRap Bid Bond.pdf

Bid Items
Riprap Replacement – CR 403 at Mustang Creek
Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
100	6001	PREPARING ROW	AC	0.15	10,000.00	1,500.00
104	6009	REMOVING CONC (RIPRAP)	SY	260	100.00	26,000.00
110	6003	EXCAVATION (SPECIAL)	CY	115	30.00	3,450.00
334	6020	HMCL ACP TY A CMS-2	TON	38	200.00	7,600.00
432	6017	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	223	135.00	30,105.00
432	6045	RIPRAP (MOW STRIP)(4 IN)	CY	9.2	690.00	6,348.00
500	6001	MOBILIZATION	LS	1	5,000.00	5,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	3,000.00	3,000.00
540	2012	MTL BEAM GD FEN TRANS (TL2)	EA	2	1,100.00	2,200.00
540	2001	MTL W-BEAM GD FEN (TIM POST)	LF	162.5	32.00	5,200.00
542	6001	REMOVE METAL BEAM GUARD FENCE	LF	25	5.00	125.00
542	2004	REMOVE MTL BM GD FEN TRANS (TL2)	EA	2	187.00	374.00
544	2001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	2,800.00	5,600.00
544	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	1	300.00	300.00
					Total Cost	96,802.00

The Guarantee Company of North America USA
25800 Northwestern Highway, Suite 720
Southfield, Michigan 48075
Phone: 248-281-0281 Fax: 248-750-0431

BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Patin Construction, LLC as Principal, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto Williamson County Purchasing Department, 901 South Austin Street, Georgetown, TX 78626 as Obligee, in the sum of Five-Percent of Greatest Amount Bid ($5% GAB) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for CR 403 Bridge Riprap Replacement, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of August, 2017.

Witness

Patin Construction, LLC

BY: _____
Principal

ITS: President

The Guarantee Company of North America USA

Witness Canellia Doss

BY: _____
Attorney-In-Fact Kenneth Nitsche

CS0025
Bid Bond

THE GUARANTEE™

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert James Nitsche, Robert K. Nitsche, David P. Ferguson, Violet Frosch, Nina K. Smith, Craig Parker, Kenneth Nitsche, Gary Nitsche
The Nitsche Group

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 1st day of August, 2017

Randall Musselman, Secretary

Supplier: **Patin Construction LLC**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.**	**Patin Construction LLC**
2	☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**	**None**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**	**None**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No D. Describe each affiliation or business relationship. **6. Describe any other affiliation or business relationship that might cause conflict of interest:**
7	**Tim Patin** — Signature of person doing business with the governmental entity **08-01-17** — Date
	Signature not required if completing in BIDSYNC electronically.

Supplier: **Patin Construction LLC**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Patin Construction LLC**
Address of Bidder:	**3800 West 2nd Street**
Email:	**tim@patincon.com**
Telephone:	**5122691071**
Printed Name of Person Submitting Affidavit:	**Tim H Patin**
Signature of Person Submitting Affidavit:	**Tim Patin**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Tim Patin**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Tim Patin**, (*Name of Signer*) am a duly authorized officer of/agent for **Patin Construction LLC**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Patin Construction LLC**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Tim Patin**

on this the **1st**day of **August**, 20**17**.

Notary Public in and for

The State of **Texas**

The County of **Williamson**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Patin Construction LLC**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **City of Round Rock, Texas**

Location: **Round Rock**

Contact Name: **Todd Keltgen**

Title: **City Project Manager**

Phone: **(512) 218-5555**

E-mail **toddk@roundrocktexas.gov**

Contract Date To: **Jan 2013**

Contract Date From: **Jan 2014**

Contract Value: $ **4,190,000**

Scope of Work:
San Saba and West Liberty
Project Description - Streetscape, Electrical Conduct, Water, Sewer, Storm Sewer, New Streets, Concrete.

Reference 2

Client Name: **City of Georgetown**

Location: **Georgetown**

Contact Name: **Joel Weaver**

Title: **Project Manager**

Phone: **(512) 931-7698**

E-mail **joel.weaver@georgetown.org**

Contract Date To: **September 2014**

Contract Date From: **Sept 2015**

Contract Value: $ **784,000**

Scope of Work:
Project â 9th Street Reconstruction
Project Description â Streetscape, Electrical Conduit, Drainage, Sewer, Water Pipe, Roadways, Landscaping and Lighting.

Reference 3

Client Name: **City of Pflugerville**

Location: **Pflugerville**

Contact Name: **Dan Franz**

Title: **City Engineer**

Phone: **(512) 990-6341**

E-mail

Contract Date To: **June 2013**

Contract Date From: **January 2014**

Contract Value: $ **2,500,000**

Scope of Work:
Project â Colorado Sands Drive
Project Description â New Road including Storm Sewer, Water, Sanitary Sewer, Paving, Concrete Curb & Gutter, Sidewalks, Site Lighting.

RHB

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Bid Bond (Status: Authorized on Jul 31, 2017)

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1706-170--01-01	Attach documents here	**Supplier Product Code:**	**First Offer -**	1 / each		**Y**	**Y**
1706-170--01-02	Total Bid Price	**Supplier Product Code:** **Supplier Notes:** uploaded attachment	**First Offer -** $99,256.50	1 / each	**$99,256.50**		**Y**
					Supplier Total	**$99,256.50**	

Bid Bond from Surety2000

RHB Construction

Surety	Surety2000
Bid Bond Number	STX17945752
Bond Type	0001
Bond Form	Bid Bond in accordance with Contract Specifications
Bid Date	8/1/2017
Bid ID	1706·170
Security Percent	5% (bid security maximum: 100000)
Job Description	CR 403 Bridge Riprap Replacement

Agency ID	A11092879
Name	Time Insurance Agency, Inc.
Address	1405 E. Riverside Drive, Austin, Texas 78741, United States
Phone	512-447-7773
Contact Name	John W. Schuler
Bond Status	
Execution Date	7/31/2017 1:36:06 PM
Executed By	John W. Schuler 1405 E. Riverside Drive, Austin, Texas 78741, United States 512-447-7773

Contractor ID	
Name	RHB Construction
Contractor Tax ID	33-1032898
Assigned Contractor ID	2353360334
Address	402 W Palm Valley Boulevard, Round Rock, Texas 78664, United States
Phone	512-738·1296

Name	Williamson County
Address	901 South Austin Ave, Georgetown, Texas 78626, United States

Surety ID	SD10087126
Name	SureTec Insurance Company
NAIC Number	10916
State of Incorporation	Texas

Contact	
Address	1330 Post Oak Blvd., #1100, Houston, Texas 77056, United States
Phone	
Terror Rider	http://legacy.surety2000.com/Riders/

RHB

Item: **Attach documents here**

Attachments

CR 403 001.jpg

Bid Items
Riprap Replacement – CR 403 at Mustang Creek
Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
100	6001	PREPARING ROW	AC	0.15	5000.00	750.00
104	6009	REMOVING CONC (RIPRAP)	SY	260	35.00	9100.00
110	6003	EXCAVATION (SPECIAL)	CY	115	25.00	2875.00
334	6020	HMCL ACP TY A CMS-2	TON	38	158.00	6004.00
432	6017	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	223	200.00	44600.00
432	6045	RIPRAP (MOW STRIP)(4 IN)	CY	9.2	525.00	4830.00
500	6001	MOBILIZATION	LS	1	12000.00	12000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	4000.00	4000.00
540	2012	MTL BEAM GD FEN TRANS (TL2)	EA	2	850.00	1700.00
540	2001	MTL W-BEAM GD FEN (TIM POST)	LF	162.5	31.00	5037.50
542	6001	REMOVE METAL BEAM GUARD FENCE	LF	25	3.00	75.00
542	2004	REMOVE MTL BM GD FEN TRANS (TL2)	EA	2	100.00	200.00
544	2001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	3800.00	7600.00
544	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	1	485.00	485.00
					Total Cost	99256.50

Supplier: **RHB**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

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By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1	**Name of person doing business with local governmental entity.** **RHB Construction**
2	☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.**

(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each affiliation or business relationship.

NA

6. Describe any other affiliation or business relationship that might cause conflict of interest:

NA

7		
	Tracey Hummel	**7/28/17**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **RHB**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**RHB Construction**
Address of Bidder:	**402 W Palm Valley Blvd, Round Rock, TX 78664**
Email:	**rhbco@yahoo.com**
Telephone:	**512 738 1296**
Printed Name of Person Submitting Affidavit:	**Tracey Hummel**
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☑	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent for (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of

The County of **rhum**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **RHB**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:
TXDOT Williamson and Travis County

Contact Name: Title:
John Peters

Phone: E-mail
512 930 6012 john.peters@txdot.gov

Contract Date To: Contract Date From: Contract Value: $
07- 2016 04-2016 495,000.00

Scope of Work:
rip rap,rip rap stone, excavation (channel), removing concrete, spec excavation. RCP, SET

Reference 2

Client Name: Location:
Wilco Road and Bridge Williamson Conty

Contact Name: Title:
Terron Evertson

Phone: E-mail
512 943 3849 tevertson@wilco.org

Contract Date To: Contract Date From: Contract Value: $
04-06-2018 04-07-2016

Scope of Work:
rip rap, headwalls, SET,guardrail

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

rhum

Scope of Work:

Myers Concrete Construction

Bid Contact **Marcu White**
nicole@myersconcrete.com
Ph 512-847-8000

Address **P.O. Box 2928**
Wimberley, TX 78676

Bid Notes **Bid Bond is attached above**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
1706-170--01-01	Attach documents here	**Supplier Product Code:**	**First Offer -**	1 / each			**Y**
1706-170--01-02	Total Bid Price	**Supplier Product Code:** **Supplier Notes:** Attached is the bid form and Bid Bond	**First Offer -** $126,211.10	1 / each	**$126,211.10**	**Y**	**Y**

Supplier Total **$126,211.10**

Myers Concrete Construction

Item: **Total Bid Price**

Attachments

Document-08012017-105240.pdf

Document-08012017-105303.pdf

Document-08012017-115223.pdf

Bid Items
Riprap Replacement – CR 403 at Mustang Creek
Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
100	6001	PREPARING ROW	AC	0.15	66,116.00	9,917.40
104	6009	REMOVING CONC (RIPRAP)	SY	260	49.00	12,740.00
110	6003	EXCAVATION (SPECIAL)	CY	115	91.00	10,465.00
334	6020	HMCL ACP TY A CMS-2	TON	38	298.00	11,324.00
432	6017	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	223	192.00	42,816.00
432	6045	RIPRAP (MOW STRIP)(4 IN)	CY	9.2	1,001.00	9,209.20
500	6001	MOBILIZATION	LS	1	12,134.00	12,134.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	1,210.00	2,420.00
540	2012	MTL BEAM GD FEN TRANS (TL2)	EA	2	605.00	1,210.00
540	2001	MTL W-BEAM GD FEN (TIM POST)	LF	162.5	43.00	6,987.50
542	6001	REMOVE METAL BEAM GUARD FENCE	LF	25	14.00	350.00
542	2004	REMOVE MTL BM GD FEN TRANS (TL2)	EA	2	86.00	172.00
544	2001	GUARDRAIL END TREATMENT (INSTALL)	EA	2	3,112.00	6,224.00
544	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	1	242.00	242.00
					Total Cost	126,211.10

Riprap Concrete Construction, LP
P.O. Box 6928
Wimberley, Texas 78676-7828

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Myers Concrete Construction, LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY,** as surety, hereinafter called the "Surety," are held and firmly bound unto Williamson County as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CR 403 Bridge Riprap Replacement

Proj. No. 1706-170

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 1st day of August, 2017.

Myers Concrete Construction, LP
(Principal)

BY: _____

TITLE: President

SURETEC INSURANCE COMPANY

BY: _____
Jennifer Webb , Attorney-in-Fact

1706-170
Williamson County, Texas
p. 42
BidSync
8/1/2017

POA #: 5237506

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP
Obligee: Williamson County
Amount: $ 130,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

SURETEC INSURANCE COMPANY

By: _____
John Knox, Jr., President

State of Texas ss:
County of Harris

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of August 2017, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

1706-170

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Williamson County, Texas

BidSync

1706-170

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676
512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com

HUB/WBE Certified

Federal Tax ID# 33-1107017

HUB#1331107017400 WBE#MYE8321732 SCTRCA#211026246

Organization Structure

Myers Concrete Construction, LP. is led by Charlene and Randy Myers. Charlene and Randy have owned and operated Myers Concrete for over 35 years.

Steve Riordon serves as our Field Manager and Supervisor.

Cade Patterson is Myers Concrete Technical Supervisor and Estimator.

Nicole Parker handles all the contract documents and pay applications

Noel Luna is in charge of purchasing, ordering, and submittals.

Becky Beaty handles all H/R, Payroll and Payables.

Clark Myers serves as assistant to Purchasing and Estimating.

Williamson County, Texas

BidSync

Contact List

Charlene Myers	President	512-393-1907	charlene@myersconcrete.com
Randy Myers	Vice President	512-753-6800	randy@myersconcrete.com
Steve Riordon	Supervisor	830-358-6933	steve@myersconcrete.com
Cade Patterson	Sales/Estimating	512-393-1992	cade@myersconcrete.com
Nicole Parker	A/R & Contract Mgr.	512-847-8000	nicole@myersconcrete.com
Noel Luna	Purchasing	512-847-8000	noel@myersconcrete.com
Becky Beaty	P/R Manager	512-847-8000	becky@myersconcrete.com
Clark Myers	Asst. Purc/Est.	512-618-1985	clark@myersconcrete.com

Myers Concrete Construction, LP
2301 FM 3237 (physical)
PO Box 2928 (mailing)
Wimberley, TX. 78676
512-847-8000 Office / 512-847-3831 Fax

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MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676
512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com
HUB/WBE/SBE Certified

Relevant Experience Reference List

Owner: City of Dripping Springs
Mercer Street Pedestrian Improvement
Michelle Fischer, City Admin
512-858-4725 Office
511 Mercer St, Dripping Springs
Klotz Associates- Kevin Hoffman, P.E.
512-328-5771 Phone
Contact Amount – $630,165.00
~ Project – Sidewalks, Paving, Curb & Gutter, Retain Walls, Driveways, Curb Ramps, Light Poles, Benches

Owner: City of Fair Oaks
Battle Intense Pathway Mobility Project
Adrian Garcia, P.E.
210-698-0900 x215
7286 Dietz Elkhorn Rd, Fair Oaks
Contract Amount - $153,720.00
~ Project – Concrete Sidewalks

Owner: City of San Antonio
District 2 Parks Improvements
114 W. Commerce St, San Antonio
Terra Design Group – Marc Zac 210-220-1400
Contract Amount - $371.400.00
~ Project – Concrete Slabs, granite trails, restroom enclosures, pavilions, benches

Owner: City of San Antonio
Gold Canyon Park
IDC – Chuck Shine 210-448-1802
Contract Amount - $564,690.50
~ Project- Concrete trail

Owner: City of Kyle
Kerry Urbanowicz, Project Mgr.
512-262-3939 Office
Jimmy Haverda, Director of PW
512-754-4435
101 West Center Street
Kyle, TX. 78640
Approximately: 1.3 Million
~Project – Downtown Renovations, sidewalks, lamps, ramps, and parking lots, asphalt parking areas, replace fence where needed in various areas

Owner: City of Seguin
AG Hodges, Project Manager
830-401-2402 Office / 830-660-2568 Mobile
205 North River
Seguin, TX. 78155
Approximately: 150K
~Project - Downtown Renovations, City Hall Sidewalks, and parking areas

Owner: City of San Marcos Parks and Recreation
William Ford, Project Mgr.
512-393-8400 Office
401 East Hopkins
San Marcos, TX. 78666
Listed Projects:
Intersection Improvements at Charles Austin St. (10/2014) - $49,989.99
San Marcos RR Quit Zone renovation (7/2014) - $219,259.80
Valley Gutter and Curb Replacement (9/2011) - $23,800.00
Swift Basketball Court (9/2009) - $34,437.25
Rio Vista Basketball Court (9/2009) - $32,890.00
Broadway Street Park Renovations - $51,771.00
Cemetery Fence Replacement (01/2009) - $49,979.00
Jaycee's Park Improvement (02/2009) - $48,670.00
Rio Vista Park Improvement (11/2009) - $24,621.30
Neighborhood Sidewalk Improvement Project (07/2000) - $264,206.00
Downtown Sidewalk Imp Project - $13,880.00
San Marcos River Siphon - $23,763.00

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Owner: City of Hallettsville
Jason Cosa (Tom Donley was at the time)
City Project Manager
361-798-3681 Office
Hallettsville, TX. 77964
Approximately: $1.3 Million on Phase II
Approximately: $500K on Phase I
~ Project – Downtown Renovations
Phase I & Phase II (includes, sidewalks, ramps, driveways, decorative pavers)

Owner: City of Lampasas
Shane Brown
512-734-2081
312 East 3rd Street
Lampasas, TX. 76550
Approximately: 22K
Project ~ Curb, Gutter, & Sidewalk

Owner: Silverleaf Resorts
Jeff Dye, Project Mgr.
214-668-9118 Mobile / 214-951-0962 Office
1221 Riverbend Drive ~ Suite 120
Dallas, TX 75247-4919
Approximately – 4 Million (within the past 5yrs)
~Project name – Hill Country Resort, under ground electrician & multiple lighting projects, Sidewalks, 15' Tall Modular Retain Wall, Handicap Ramps, Electrical, & Parking Lots, fencing around various areas.

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MYERS CONCRETE CONSTRUCTION, LP

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512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
SBE/WBE/HUB CERTIFIED

Statement of Bidders Qualification

Company Name: *Myers Concrete Construction, LP*
Address: *PO Box 2928 Wimberley, TX. 78676*
Phone: *512/847-8000 Fax: 512/847-3831*

Ownership: *Limited Partnership* Organized: *1/6/06 as an LP*
Years Company has been engaged under present name: 11 as an LP, 27 as an Inc.
Former names of the company, including dates under each name: *Myers Construction,Inc- 27yrs*

General Character of work performed by company- *Concrete & Asphalt Construction*

Our company has *NEVER* failed to complete, default, or be terminated on a project.

Out company had *NEVER* assessed any Liquidated Damages on a project.

Our company has *NEVER* had any involvement in any prior, pending or threatened claims or litigations alleging 1) non-compliance by your company with any obligations under any current contract or previous contract within the last five years, or 2) any error or omission by out company in performing services under any current contract or previous contract with the last five years.

Our company *WILL* be able to meet the insurance requirements and provide certificates of insurance as specified in the general and supplemental conditions of the contract.

Our company *DOES* certify that it is not in arrears in the payment of any obligations to the Owner, including, without limitation, property or sales taxes, fees or utilities charges.

Bank References: *Ozona National Bank- Kelly Murphy, President*
Po Box 528, Wimberley, TX. 78676
512-847-8200 Phone

A detailed financial statement will be provided if required.

Our principal place of business is in the state of Texas which makes us a *RESIDENT* bidder

Williamson County, Texas

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Statement of Qualification continued pg.2

Do you certify that all of the following are true and correct concerning your company's bid:
YES- That you are fully informed of the contents of the bid and the circumstances of its preparation
YES- That your bid is genuine and is not a collusive or sham bid
YES- That neither you nor anyone else action on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm or person to agreed, colluded, or conspired in any manner with any other bidder, firm or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of San Antonio or any other bidder; and ,
YES- The price quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance or unlawful agreement on the part of your company or anyone acting on its behalf.

I authorize and request any person or firm to furnish any information requested by the Bidder to verify the information contained in this statement of bidders qualifications.

Myers Concrete Construction, LP

By: Brady Myers Date: 7-12-17
Brady
Charlene Myers, President

State of TEXAS
County of HAYS

Charlene Myers, being duly sworn deposes and says that she is President of Myers Concrete Construction, LP and that all of the information and responses contained in this Statement of Bidders Qualifications re true and correct.

Subscribed and sworn to before me on the 12 of July 2017.

Notary Public, State of TEXAS

Notary stamp: NOTARY PUBLIC STATE OF TEXAS
NICOLE KRISTIN PARKER
My Commission Expires
March 22, 2018

Williamson County, Texas

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8/1/2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Webb	
Benchmark Insurance Group, Inc. 225 West Hopkins PO Box 1687 San Marcos TX 78667-1687	PHONE (A/C, No, Ext): (512)754-2700	FAX (A/C, No): (512)754-2717
	E-MAIL ADDRESS: JWebb@Benchmark-Ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Mutual Casualty Company	21415
INSURED	INSURER B: Texas Mutual Insurance Company	22945
Myers Concrete Construction, LP P. O. Box 2928 Wimberley TX 78676	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1761202731 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			5D62264	6/1/2017	4/25/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5E62264	6/1/2017	4/25/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5J62264	6/1/2017	4/25/2018	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0001156496	4/25/2017	4/25/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Burton/JWEBB

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Williamson County, Texas

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MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676
512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com
HUB/WBE Certified

Company Information:

Legal Name:	Myers Concrete Construction, LP	Partnership
Mailing Address:	PO Box 2928, Wimberley, TX 78676	
Delivery Address:	2301 FM 3237, Wimberley, TX 78676	
Phone:	512-847-8000	
FAX:	512-847-3831	
Since:	1977	
Sales Tax ID:	1-33-1107017-4	
EIN:	33-1107017	

Accounts Payable: becky@myersconcrete.com

Bank Reference: Ozona National Bank
Attn: Kelly Barclay
PO Box 528
Wimberley, TX 787676
512-847-8200

Acct # 10041622 Checking

Principles:

President
Charlene Myers
2801 River Rock Road
Wimberley, TX 78676
Home # 512-847-6606

SS# 461-33-3934
DL# 09543961
DOB 08/30/1962

Vice President
Randy Myers
2801 River Rock Road
Wimberley, TX 78676

SS # 456-96-6298
DL# 06031861
DOB 05/29/1958

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Myers Concrete Construction, LP.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
PO Box 2928

Requester's name and address (optional)

City, state, and ZIP code
Wimberley, TX. 78676

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
33 1107017

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Nicole Parker Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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REFERENCE LIST

VAUGHN CONSTRUCTION
Contact: Erik Eubank
512-844-8021 Cell Or Andy Nash
210-403-9833 Office / 210-403-2378 Fax
Texas State University – Jones Dining Hall Renovation $961,192.00
- ***Concrete paving, ADA Ramps, Sidewalks, Stairs, Concrete Retain Walls***

FLYNN CONSTRUCTION 10/2015 - 2/2017
Contact: Art Campbell
512-848-9930 Cell
512-440-7643 Office / 512-440-0705 Fax
Texas State University – Bobcat Mall $1,029,572.89
- ***Paving under pavers, sidewalks, ramps, retain walls, light pole bases, trench drains, sign foundations***

JAMAIL & SMITH
Contact: Greg Smith, President
512-288-1200 Office / 512-371-7949 Fax
Various Paving project
MD Anderson Smithville, MD Anderson Bastrop, UT Kinns Coffee, City of Austin 5th Street Pk garage

YATES CONSTRUCTION
Contact: Daniel Olivares
210-497-3973 Office / 210-294-1014 Cell
Hard Rock Café, San Antonio River Walk
Various concrete paving, slabs, beams, curbs, slabs on deck

ALAPHA BUILDING CORP.
Contact: Shawn Babb
210-699-6563 Office / 210-699-6808 Fax
UTSA Facility several projects
- ***Containment Basin Wall***
- ***Concrete Foundation for hazardous waste storage facility***

SPAW GLASS CONTRACTORS
Contact: Mick Fagan
512-350-5857 Cell
Sustainable Food various concrete work
Pedernanles River Park various concrete
Balck Rock State Park various concrete

LEE LEWIS CONSTRUCTION
Contact: Matt Vitek
806-548-0168 Mobile / 512-369-3921 Office
Texas State University – Brogdon Hall
Sidewalks, Stairs, Elevator & Mechanical Pads, Retain Walls

HUNT CONSTRUCTION
Contact: Steve Bell
972-788-1000 Office / 972-977-3216 Cell
Texas State University – Electrical Infrastructure Upgrades
Building Slabs, drilled piers, Concrete Retain Walls, Paving, Rip-Rap, Sidewalks

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Trevino Group
Contact: Joe Garcia
210-380-3736 Cell / 210-568-1547 Office
Fort Sam, San Antonio – Renovations to building 2791 various concrete including concrete foundation, sidewalks, ramps, curb & Gutter, concrete stoops, mechanicals slabs, and bollards.

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Zachry Construction
Contact: Fabian Leal
210-212-8166 Office / 210-394-7426 Cell
Embassy Suites Riverwalk – Various Concrete concrete walls for stairs, stairs, sidewalks, elevator slabs

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Basic IDIQ
Contact: Jeff Thigpen
888-402-4347 Office / 512-966-5686 Cell
Texas State University – Old Main, various decorative concrete and retaining wall
JCK Project, Various paving & Asphalt

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Project Management Ability

a. Myers Concrete Construction, LP. is led by Randy Myers. Randy has owned and operated Myers for over 35 years.

Steve Riordon serves as our Field Manager and Supervisor.

Cade Patterson is Myers Construction's Technical Supervisor.

Randy Myers serves as our Project Manager

Myers Construction has 6 fulltime Field Foreman to choose from to take care of the day to day operations on each project.

(Resumes Attached)

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b. Daily schedule meetings are performed and discussed to lay out the crews and check progress of the work being completed and discuss any issues that need to be addressed.

c. Myers Concrete Construction, LP. is bondable up to 5 Million and has all insurance requirements as per bid documents

References
Bonds and Insurance - Associated Insurance, Randy Roberts 512-396-4567
Bank Reference – Ozona National Bank, Kelly Barclay 512-847-8200

d. Performance and Payment Bond reference – Associated Insurance, Randy Roberts 512-396-4567

8/1/2017

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Schedule & Quality Control Program

a. Myers Concrete Construction, LP. is led by Randy Myers. Randy has owned and operated Myers for over 30 years.

Steve Riordon serves as our Field Manager, Supervisor, and Technical Supervisor.

Randy Myers serves as our Project Manager

Myers Construction has 6 fulltime Field Foreman to choose from to take care of the day to day operations on each project.

(Resumes Attached)

b. Daily schedule meetings are performed and discussed to lay out the crews and check progress of the work being completed and discuss any issues that need to be addressed.

c. Daily meetings will be made with subs to make sure everyone is on schedule at all times.

d. We have 6 crews of at least 5men available to meet any schedule necessary. If we need to obtain additional crews then we will hire additional help for the project.

e. If we experience any problems on the projects then we will take further actions to allow a sub crew to help us move the project along. We have approximately 6 available sub crews that we could obtain if needed.

f. Quality control is essential; we have an onsite Forman that is always aware of the environment and making sure that all employees are aware of it. We have a safety program in place and will provide if necessary.

g. several of our projects are on TX Dot right of way, which is always in a very congested area, we have had several projects over railroad tracks, and in main intersections and are very familiar with proper traffic control. There is always a specialist that will install the traffic control for us.

h. construction schedule is attached and will be adjusted to actual notice to proceed.

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HUB/WBE/SBE Certified

Myers really likes to make sure everyone is informed of the scope and what is to be expected during time of construction.

We would establish a relationship with all the surrounding business that will be affected with construction. Let them know we will be doing the project and let us know of any questions or concerns they may have with the project.

Making sure that we preserve any historicalness of the project

Keep entire jobsite clean and tidy.

Below is the plan of action:

Work Plan

1. Owner will notify Myers Concrete of award with contract
2. Pre-Con meeting with Myers Concrete and Owner for site visit and to determine the following:
    a. Type of work and time allotment for project
    b. Crew or Crews, Subcontractor(s)
    c. Erosion Control
    d. Traffic, Pedestrian and Safety Control
    e. Materials, Equipment and Vendors.
    f. Testing and Inspections Required
3. Procure Your Materials
4. Erosion Control
5. Traffic, Pedestrian and Safety Control
6. Any Change Orders or Submittal
7. Perform Work
8. Testing and Inspection (if necessary)
9. Clean up Jobsite
10. Punch List (See punch List)
11. Corrections if Necessary
12. Job Complete
13. Submit Invoice

Williamson County, Texas

BidSync

8/1/2017

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RANDALL L. MYERS
P.O. BOX 2928
WIMBERLEY, TX 78676

512/847-8000 OFFICE
512-847-3831 FAX

STATEMENT OF QUALIFICATIONS:

Managed Government, Commercial and Residential contracts up to $ 1 million. Managed over $ 50 million in contracts.

Oversee staffing of up to 50 full-time employees including construction crewmembers, office administrative personnel and estimators.

Responsible for acquisition of vehicles and equipment for Construction Company.

PROFESSIONAL EXPERIENCE:

1976-- 1979 **Myers Concrete & Excavation**
Owner of concrete construction company doing mainly residential Construction. Manager of all projects.

1993-- 2004 **MYERS CONSTRUCTION, INC. President/Manager**
Incorporated company. Over the years shifted more into the commercial and industrial concrete markets.

2005 **Myers Concrete, LLC – General Superintendent**
Incorporated as LLC.

2006 **Myers Concrete Construction, LP – General Superintendent**
Incorporated as LP.

EDUCATION:

RICHLAND HIGH SCHOOL
FORT WORTH, TX
GRADUATE

American Concrete Institute – courses completed
Concrete Flatwork Finisher
Quality Concrete Construction
Basics of Tilt-up Concrete Construction
Pattern and Texture in Architectural Concrete
Rehabilitation and Replacement of Bridges with Post-tensioning
Special Finishes for Concrete Flatwork
Repair of Slabs on Grade

REFERENCES:

PROFESSIONAL AND PERSONAL REFERENCES

Williamson County, Texas
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8/1/2017

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Resume
Of
STEVE RIORDON

Address:	742 Airline Dr. Canyon Lake, Tx. 78133
Telephone:	830-935-2280 830-358-6933 (cell)
E-mail:	canlake22@yahoo.com

OBJECTIVE

- **A leadership position as Estimator/ Project manager that would allow me to fully use my skills and years of road and utility construction experience to further a companies profitability**

SKILLS

- Broad, useful knowledge in road and utility construction field experience translating to successful Estimating and Project Management on multi-million projects.
- Ability to locate projects to bid, effectively bid them with HCSS Heavy Bid, create a budget with the successful bid, and review contracts, submittals and project management throughout closeout.
- Take-off both earthworks with aid of Rock-Tec software digitizer, and utility plan take-offs from lift stations through mainline projects.
- Highly competent at project planning, scheduling and coordinating multiple tasks, subcontractors and utility companies.
- Proven experience with work force team building, organization and safety.
- Effective communications with Project owner, Engineers, Architects, and affected businesses and public.
- I take pride in increasing job profits by minimizing overhead costs and keeping completion times short.

WORK HISTORY

- **2011 to Present, Rockin Q Construction LLC**

- **2007- April 2011, NELSON LEWIS INC.**
  P.O. BOX 235 Marble Falls, TX. 78133
  For the past 5 yrs worked as Estimator/ Project Manager on multi-million public and private development projects from bidding through final project close-out

  Projects Include:

o 2.5 M	Kerrville Harper Utilities,	City of Kerrville
o 0.5 M	Kerrville Airport Fire Line Ext.	Kerrville Municipal Airport
o 2.8M	Mormon Mill Roadway Sec 3A	City of Marble Falls
o 1.3M	Cascada at Canyon lake	Stadler, Leatham
o 1.7M	Waterford Sec 4-A (Lago Vista)	Waterford Lt Partners LLC
o 7.5M	Havenwood at Hunters Crossing	Bluegreen Corp/ Comal County

Williamson County, Texas

BidSync

8/1/2017

1706-170

- 1.3M 21st and Pearl, Austin TX. Skyline Commercial

- **2004 – 2007 , CAPITAL EXCAVATION**
  3901 S. Lamar Blvd. Austin, TX. 78704
  Earthwork Superintendent, Project Superintendent for multi-million dollar public works projects including TXDOT projects

  Projects Include:
  - 3.8M Grand Avenue Parkway TXDOT/ Austin
  - 5.6M Riverside Improvements City of Austin
  - 2.8M Hays County FM 150 Bridge TXDOT/ Austin
  - 1.4 M Pleasant Valley Drive City of Austin

- **2002- 2004, J.D ABRAMS**
  El Paso, TX.
  Earthwork Superintendent for the Ben White/ I-35 Interchange in Austin involving continuous work around traffic on I-35 and Arterial streets day and night shifts.

- **1996-2002 GARY MERLINO CONSTRUCTION**
  9125 10TH Ave. S., Seattle, Wa. 98108
  General Foreman, Site Superintendent for multi-million public and private development projects.

EDUCATION

- Construction Engineering, Iowa State University
- Hazardous Materials Training, 80 –hour Supervisors class
- First-aid , Biannual Refresher Class
- OSHA Competent Persons Class, Biannual

REFERENCES

- Mike Wellborn P.E. , Director of Engineering
  City of Kerrville E-mail:mike.wellborn@kerrvilletx.gov
  800 Junction Hwy Telephone: 830-792-8310
  Kerrville, Tx 78028

- Brian Waltman P.E. Engineering Supervisor
  Canyon Lake Water Supply E-mail: Brian.waltman@clwsc.com
  1099 Sattler Road Telephone: 830-964-3854
  Canyon Lake, Tx. 78132

- Jeff Carroll, P.E. Vice President
  Matkin Hoover Engineering E-mail: jcarroll@matkinhoover.com
  8 Spencer Road Suite 100 Telephone: 830-249-0600
  Boerne, Tx. 78006

Williamson County, Texas

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RESUME OF
MARY CHARLENE MYERS

P.O. BOX 2928
WIMBERLEY, TX 78676
512-847-8000

2006	PRESIDENT	MYERS CONCRETE CONSTRUCTION, LP
2005	MANAGER	Manager is responsible for overseeing: Myers Concrete, LLC Bidding and sales Purchasing Employees Financial Matters Safety and Insurance
1993-2004	SECRETARY/TREASURER	MYERS CONSTRUCTION, INC. Sec/Treas position responsible for overseeing: Financial Matters Safety and Insurance Assisted in the following areas: Bidding and sales Employees Purchasing
1986-2005	OWNER	SALES TAX SPECIALISTS OF TEXAS Audit and consulting regarding Texas State Sales & Use Tax issues for Construction and Manufacturing Companies
1984-1986	BANK EXAMINER	TX. STATE DEPT. OF BANKING Assisted in the examination of State Banks
1980-2005	PROPERTY MANAGER	CLAUDETTE WHITE, BROKER & PERSONALLY OWNED PROPERTIES Managed rental properties, part time work

Williamson County, Texas

BidSync

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1706-170

CHARLENE MYERS

1984 BBA, Finance, Southwest Texas State University, San Marcos, Texas

References

Property Management Work:
Claudette White, Broker
361-528-2488

Sales Tax Consulting Work:
Emmitt King, Division Controller
Vulcan Materials Company
210-524-3500

Construction Work:
Fred Ross, Owner
Ross Enterprises
830-990-9744

Williamson County, Texas

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8/1/2017

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October 24, 2016

Textura Corp.

Re: Myers Concrete Construction, LP

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client, Myers Concrete Construction, LP. We are providing this information at their request. We have written bonds for Myers Concrete Construction, LP since 2002 and have approved requests in the $3,000,000+ single / $6,000,000+ aggregate range. While we do not have a formal bond limit for Myers Concrete Construction, LP, we would consider any reasonable request for surety credit.

If a contract is awarded to Myers Concrete Construction, LP we would be willing to favorably consider the issuance of the required performance and payment bonds no earlier than ninety (90) days from the anticipated start date subject to our satisfaction with the contract documents and bond forms and Myers Concrete Construction, LP continuing to satisfy other underwriting considerations.

SureTec is currently rated "A" (Excellent) VII by A.M. Best Company and we are on the US Department of Treasury's list of approved sureties for federal work (T-list). Our co-surety, Argonaut Insurance Company, is currently rated "A" (Excellent) XII and is on the US Department of Treasury's list of approved sureties for federal work (T-list).

Any arrangement for bonds required by the contract is a matter between Myers Concrete Construction, LP and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me at (866) 732-0099.

Respectfully,

Paul B. Robinson

Paul B. Robinson
Sr. Contract Underwriter

9737 Great Hills Trail, Ste. 320 Austin, TX 78759

1-866-732-0099 fax 1-512-732-2663

www.suretec.com

Williamson County, Texas

BidSync

8/1/2017

1706-170

Kelly Barclay
President & CEO

512-847-8200
kellyb@ozonabank.com

September 19, 2016

To Whom It May Concern

Re: Myers Concrete Construction, .L.P.

The purpose of this letter is to provide a credit reference for Myers Concrete Construction, L.P. This business has maintained a relationship with Ozona National Bank since January 2005, however the Myers have had a personal account with the bank since 1990. The present depository relationship is listed below and all accounts have been handled in a satisfactory manner. There are no outstanding loans or lines of credit at this time. Myers Concrete Construction, L.P. is considered an excellent customer.

Account Opened	Type of Account	Average Bal.
1/04/05	Checking (Business)	$504,226.95
4/24/06	Money Market (Business)	$563,313.76

Should you need additional information, please do not hesitate to contact me.

Yours truly,

Kelly Barclay

Kelly Barclay
President & CEO
Ozona National Bank

Williamson County, Texas
BidSync
8/1/2017

1706-170

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676
512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com
HUB/WBE/SBE Certified

Safety -

a. We have a safety program that can be provided if necessary, see attached letter
b. Weekly tool box meeting are done on-site
c. We offer awards every 90 for accident free
d. All of our equipment operators are certified
e. Attached are our OSHA Logs and EMR ratings

MYERS CONCRETE CONSTRUCTION, LP
P.O. BOX 2928 WIMBERLEY, TEXAS 78676
512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com
HUB/WBE Certified

December 11, 2014

To Whom It May Concern:

This shall serve as the summary of our safety program.
Myers Concrete Construction, LP has a full and comprehensive safety program.

The program was supplied by our workman's compensation insurance company, Texas Mutual. They have provided us with many helpful ideas and have visited our shop and job sites to make sure our practices line up with our policy.

Each foreman has a safety meeting each week with his crew. He has a list of topics to cover. He turns in his meeting notes each week with the timesheets. Some of the topics are repetitive and some are job specific.

Steve Riordon is responsible for overseeing the safety program and taking action on any violations. Steve has many years of safety training and experience.

Outside consultants are employed occasionally for training on specific issues.

Sincerely,

Charlene Myers

Basic Safety Rules

General
- Follow all safety rules as directed by superintendent
- Don't let your work put another worker in danger
- Avoid horseplay, practical jokes, or other activities that create a hazard
- Smoking only in designated areas
- Drugs and alcohol are prohibited
- Report any unsafe work practice and any injury or accident to your supervisor

Clothing
- No shorts, no sleeveless shirts, no shirts with profane logos or wording, no tennis shoes
- Substantial, hard-soled leather boots/shoes shall be worn

PPE
- Hard hats are to be worn at all times
- Safety glasses worn as required by OSHA
- Face protection worn as required by OSHA
- Gloves worn as required and appropriate for type of work
- High visibility safety vests worn when working near public traffic or heavy equipment (At all times at UTSA and SA Airport)

Fire/First Aid
- Fire extinguisher and first aid materials must be provided to you by your employer and be available on site.
- Workers engaged in "hot work" shall have a fire extinguisher available for instant use

Tools
- All tools must be safe and in good repair
- Tools requiring guards must have them in place

Cords
- Extension cords are to be used with GFCI's
- Extension cords must be 3 wire type
- Must be kept out of way of traffic
- All cords must be undamaged

Scaffolds-Erected and Used Per OSHA Standards
- Must have guardrails, midrails and toeboards @ 10' working level
- Must be fully planked
- Must rest on base plates and mudsills

Fall Protection-Per OSHA Standards
- Required when working 6' or more above lower levels

Excavations-Cave-in Protection Per OSHA Standards
- No entry into excavations 5' or more in depth without cave-in protection

Ladders
- Must be safe and undamaged
- Step ladders shall be use with spreaders fully extended and locked
- The top and top step shall not be used
- Portable ladders shall rest with at least 3 rungs extending beyond the landing level

Hazardous Materials-Use In Accordance With OSHA/EPA Guidelines
- MSDS's provided to you by your employer and kept on the jobsite for use by all workers
- Be familiar with the location of the MSDS's

Alpha Building Corporation will conduct safety inspections on job sites to ensure compliance with these basic safety rules as well as other OSHA requirements

Español en el otro lado...

Reglas Basicas de Seguridad

General
- Seguir todas las reglas de seguridad dirigido por el Superintendente
- no deje que su trabajo ponga otro trabajador en peligro
- no prácticas o chistes, o otras actividades que produzcan un peligro
- fumar sólo en las áreas designadas
- drogas y alcohol están prohibidos
- informe cualquier lesión o accidente a su Superintendente

Vestuario
- no shorts, no camisas sin mangas, no camisetas con logo tipos profanos o texto, no zapatos de tenis
- usar botas y zapatos con suela dura en todo tiempo

PPE
- use cascos de seguridad en todo tiempo
- use gafas de seguridad cuando sea necesario por OSHA
- use cara de protección cuando sea necesario por OSHA
- use guantes cuando sea necesario y apropiado para el tipo de trabajo
- use un chaleco de seguridad de alta visibilidad cuando se trabaje cerca de tráfico o equipos pesados en todo momento UTSA y San Antonio Aeropuerto.

Fuego/First Aid
- saber la ubicacion de fuego y equipos de primeros auxilios
- cuando trabjando soldadura, tiene que haber un extintor de incendios disponible para uso instantáneo

Herramientas
- todas las herramientas deben ser seguras y en buenas condiciones
- herramientas que requieren equipo de protección, deben ser utilizados

Cuerdas
- usar GFCI's en cuerdas de extensión
- cuerdas de extensión deben ser de 3 tipos de alambre
- mantener cuerdas de extensión fuera de tráfico
- todas cuerdas deben estan en buenas condiciones

Andamios- Levantados y Utilizada Por OSHA Normas.
- debe tener pasamanos, midrails y rodapiés @ 10 ' nivel de trabajo
- plataforma debe ser plenamente cubierta
- debe descansar sobre placas base y mudsills

Protección de Caída – Por OSHA Normas
- requiere protección de caída al trabajar 6 ' o más arriba de niveles más bajos

Excavaciones – Cueva de Proteccion Por OSHA Normas
- no entrar en excavaciones 5 ' o más en profundidad sin derrumbe protección

Escaleras
- debe ser seguras no dañadas
- deben ser uso totalmente extendido y con tranca
- no debe usar el nivel mas alta o superior
- escaleras portatil deberán descansar por lo menos 3 niveles arriba del nivel de trabajo

Materiales peligrosos – Uso de Conformidad con OSHA/EPA Directrices
- MSDS's proporcionada por su empleador y mantenidos en el lugar de trabajo para uso de todos los trabajadores.
- estar familiarizado con la ubicación de los MSDS's

Alpha Building Corporation realizara inspecciones de seguridad en lugares de trabajo para garantizar el cumplimiento de estas formas de seguridad así como otros requesitos OSHA.

English on other side...

Williamson County, Texas

BidSync

8/1/2017

Supplier: **Myers Concrete Construction**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received **8-1-2017**

1	**Name of person doing business with local governmental entity.** **Myers Concrete Construction, Lp.**	
2	☑	**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.** **None**	
4	**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.** **None**	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5	**Name of local government officer with whom filer has affiliation or business relationship.** **(Complete this section only if the answer to A, B, or C is YES.)** This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☑ No B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☑ No C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☑ No D. Describe each affiliation or business relationship. **None** **6. Describe any other affiliation or business relationship that might cause conflict of interest:** **None**

7	**Randy Myers**	**8-1-2017**
	Signature of person doing business with the governmental entity	Date
	Signature not required if completing in BIDSYNC electronically.	

Supplier: **Myers Concrete Construction**

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	**Myers Concrete Construction**
Address of Bidder:	**PO Box 2928, Wimberley TX. 78676**
Email:	**randy@myersconcrete.com**
Telephone:	**512-847-8000**
Printed Name of Person Submitting Affidavit:	**Randy Myers**
Signature of Person Submitting Affidavit:	**Randy Myers**

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared **Randy Myers**(*Name of Signer*), who after being by me duly sworn, did depose and say: "I, **Randy Myers**, (*Name of Signer*) am a duly authorized officer of/agent for **Myers Concrete Construction**(*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said **Myers Concrete Construction**(*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named **Randy Myers**

on this the **1st**day of **August**, 20**17**.

Nicole K. Parker
Notary Public in and for

The State of **Texas**

The County of **Hays**

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Supplier: **Myers Concrete Construction**

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: **Vaughn Construction**

Location: **Austin, TX**

Contact Name: **Erik Eubank**

Title: **Project Manager**

Phone: **512-844-8021**

E-mail **eeubank@vaughnconstruction.com**

Contract Date To: **04/2015**

Contract Date From: **06/2016**

Contract Value: $ **$961,192.00**

Scope of Work:
Texas State University - Jones Dining Hall - Concrete Paving, ADA Ramps, Sidewalks, Stairs, Concrete Retain Walls

Reference 2

Client Name: **Flynn Construction**

Location: **Austin**

Contact Name: **Art Campbell**

Title: **Project Manager**

Phone: **512-440-7643**

E-mail **artc@flynnconstruction.com**

Contract Date To: **10/2015**

Contract Date From: **02/2017**

Contract Value: $ **$1,029,527.89**

Scope of Work:
Texas State University, Bobcat Mall - Paving under pavers, sidewalks, ramps, retain wall, light pole bases, trench drains, signs foundations

Reference 3

Client Name: **Jamail & Smith**

Location: **Austin**

Contact Name: **Greg Smith**

Title: **President**

Phone: **512-288-1200**

E-mail **gsmith@jamailsmith.com**

Contract Date To: **01/2015**

Contract Date From: **01/2017**

Contract Value: $ **$300,000**

Scope of Work:

Various projects for MD Anderson - installed concrete paving, site work, sidewalks, ramps, pads, parking lots

Commissioners Court - Regular Session **56.**

Meeting Date: 08/29/2017

IFB 1706-168 Inner Loop Improvements Award

Submitted For: Randy Barker **Submitted By:** Will Hutchinson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB# 1706-168, for Inner Loop Improvements to the lowest and best bidder, Chasco Constructors, and authorizing the execution of service agreement.

Background

7 bids were received and evaluated by HNTB for this Road Bond project. HNTB recommends award to the lowest bidder in the amount of $5,352,696.00 which is $214,866.57 below the Engineer's Estimate, a cost savings of 3.9%. The bidding was competitive with the lowest six bidders being within 10% of each other. The project is expected to be complete within 180 working days of the start of the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recomendation Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	08/24/2017 09:09 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 09:17 AM
Form Started By: Will Hutchinson		Started On: 08/24/2017 08:35 AM
Final Approval Date: 08/24/2017		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

August 18, 2017

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Inner Loop Improvements
Williamson County Project No. 1706-168
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1.	Chasco Constructors	$5,352,696.00
2.	MA Smith Contracting	$5,414,502.91
3.	Cox Commercial Construction	$5,425,134.50
4.	Cash Construction Company	$5,110,791.00
5.	C.C. Carlton Industries	$5,591,187.80
6.	Joe Bland Construction	$5,729,158.06
7.	Aaron Concrete Construction	$6,602,504.65

The Contractor's low bid is $214,866.57 below the Engineer's Estimate, a cost saving of 3.9%. The bidding was competitive with the lowest six bidders being within 10% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors is currently the prime contractor performing similar work on County Road 258 and County Road 110 South, Road Bond Program projects. They have also successfully completed many past Williamson County projects including County Road 179, County Road 152 Bridge Work, and Chandler Road Phase 3B. Based on the ongoing quality of work, we therefore concur with the recommendation of the Design Engineer, Rodriguez Transportation Group, for award of the Inner Loop Improvements (Inner Loop at Wilco Way and Inner Loop at Central Maintenance) construction contract to Chasco Constructors in the contract amount of $5,352,696.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Madsen, Williamson County Pct. 4
Robert Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
1706-168 - Inner Loop Improvements
HNTB Bid Tabulation
August 9, 2017

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors, LTD, LLP	$5,352,696.00	1	($214,866.57)	-3.9%	-	-
MA Smith Contracting	$5,414,502.91	2	($153,059.66)	-2.7%	$ 61,806.91	1.2%
Cox Commercial Construction	$5,425,134.50	3	($142,428.07)	-2.6%	$ 72,438.50	1.4%
Cash Construction Company	$5,440,791.00	4	($126,771.57)	-2.3%	$ 88,095.00	1.6%
C.C. Carlton Industries	$5,591,187.80	5	$23,625.23	0.4%	$ 238,491.80	4.5%
Joe Bland Construction	$5,729,158.06	2	$161,595.49	2.9%	$ 376,462.06	7.0%
Aaron Concrete Construction	$6,602,504.65	3	$1,034,942.08	18.6%	$ 1,249,808.65	23.3%

Williamson County Road Bond Program
1706-168 - Inner Loop Improvements
HNTB Bid Tabulation
August 9, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD, LLP		MA Smith Contracting		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	71.4	STA	$ 2,000.00	$ 142,800.00	$ 1,600.00	$ 114,240.00	$ 2,000.00	$ 142,800.00	$ 1,250.00	$ 89,250.00
2	104-6009	REMOVING CONC (RIPRAP)	511	SY	$ 14.00	$ 7,154.00	$ 4.00	$ 2,044.00	$ 29.00	$ 14,819.00	$ 6.00	$ 3,066.00
3	104-6015	REMOVING CONC (SIDEWALKS)	301	SY	$ 12.00	$ 3,612.00	$ 3.00	$ 903.00	$ 18.00	$ 5,418.00	$ 5.00	$ 1,505.00
4	104-6017	REMOVING CONC (DRIVEWAYS)	762	SY	$ 14.00	$ 10,668.00	$ 5.00	$ 3,810.00	$ 18.00	$ 13,716.00	$ 8.00	$ 6,096.00
5	104-6022	REMOVING CONC (CURBS AND GUTTER)	116	SY	$ 6.00	$ 696.00	$ 23.00	$ 2,668.00	$ 27.00	$ 3,132.00	$ 13.00	$ 1,508.00
6	104-6029	REMOVING CONC (CURB OR CURB & GUTTER)	380	LF	$ 8.50	$ 3,230.00	$ 8.00	$ 3,040.00	$ 7.00	$ 2,660.00	$ 4.00	$ 1,520.00
7	105-6036	REMOVING STAB BASE & ASPH PAV (15"-20")	1157	SY	$ 3.00	$ 3,471.00	$ 2.00	$ 2,314.00	$ 11.00	$ 12,727.00	$ 13.00	$ 15,041.00
8	110-6001	EXCAVATIO (ROADWAY)	10076	CY	$ 13.00	$ 130,988.00	$ 8.00	$ 80,608.00	$ 10.00	$ 100,760.00	$ 10.50	$ 105,798.00
9	110-6002	EXCAVATION (CHANNEL)	785	CY	$ 9.00	$ 7,065.00	$ 18.00	$ 14,130.00	$ 12.00	$ 9,420.00	$ 12.00	$ 9,420.00
10	110-6003	EXCAVATION (SPECIAL)	9368	CY	$ 11.00	$ 103,048.00	$ 9.00	$ 84,312.00	$ 8.00	$ 74,944.00	$ 10.50	$ 98,364.00
11	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	18077	CY	$ 15.00	$ 271,155.00	$ 12.00	$ 216,924.00	$ 7.00	$ 126,539.00	$ 11.50	$ 207,885.50
12	160-6004	FURNISHING AND PLACING TOPSOIL (6")	9569	SY	$ 2.50	$ 23,922.50	$ 2.00	$ 19,138.00	$ 1.70	$ 16,267.30	$ 1.50	$ 14,353.50
13	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	51516	SY	$ 1.75	$ 90,153.00	$ 1.50	$ 77,274.00	$ 1.30	$ 66,970.80	$ 1.10	$ 56,667.60
14	161-WC01	EROSION CONTROL COMPOST (3")	12878	SY	$ 2.50	$ 32,195.00	$ 2.50	$ 32,195.00	$ 3.25	$ 41,853.50	$ 3.30	$ 42,497.40
15	162-WC103	MULCH TOPDRESSING (5")	12878	SY	$ 4.00	$ 51,512.00	$ 7.00	$ 90,146.00	$ 5.15	$ 66,321.70	$ 3.70	$ 47,648.60
16	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	28360	SY	$ 0.15	$ 4,254.00	$ 0.20	$ 5,672.00	$ 0.14	$ 3,970.40	$ 0.20	$ 5,672.00
17	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	54540	SY	$ 0.15	$ 8,181.00	$ 0.25	$ 13,635.00	$ 0.33	$ 17,998.20	$ 0.30	$ 16,362.00
18	164-WC07	SEEDING FOR EROSION CONTROL (TEMP&PERM)(TY 7)	1767	SY	$ 0.50	$ 883.50	$ 0.60	$ 1,060.20	$ 1.00	$ 1,767.00	$ 0.60	$ 1,060.20
19	164-WC010	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	30543	SY	$ 0.15	$ 4,581.45	$ 0.15	$ 4,581.45	$ 0.13	$ 3,970.59	$ 0.20	$ 6,108.60
20	166-6002	FERTILIZER	3.4	TON	$ 1,000.00	$ 3,400.00	$ 820.00	$ 2,788.00	$ 1,400.00	$ 4,760.00	$ 1,000.00	$ 3,400.00
21	168-WC01	VEGETATIVE WATERING	2243	MG	$ 19.00	$ 42,617.00	$ 28.00	$ 62,804.00	$ 17.00	$ 38,131.00	$ 20.00	$ 44,860.00
22	169-6001	SOIL RETENTION BLANKETS (CL-1)(TY A)	9236	SY	$ 1.20	$ 11,083.20	$ 1.30	$ 12,006.80	$ 1.15	$ 10,621.40	$ 1.20	$ 11,083.20
23	247-6044	FL BS (CMP IN PLC)(TY A GR A)(FNAL POS)	6193	CY	$ 40.00	$ 247,720.00	$ 42.00	$ 260,106.00	$ 35.00	$ 216,755.00	$ 33.00	$ 204,369.00
24	310-6001	PRIME COAT (MULTI OPTION)	3907	GAL	$ 3.00	$ 11,721.00	$ 4.20	$ 16,409.40	$ 3.00	$ 11,721.00	$ 4.00	$ 15,628.00
25	316-6193	AGGR (TY-D GR 5 SAC-B)	246	CY	$ 50.00	$ 12,300.00	$ 100.00	$ 24,600.00	$ 105.00	$ 25,830.00	$ 100.00	$ 24,600.00
26	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	10459	GAL	$ 3.00	$ 31,377.00	$ 3.25	$ 33,991.75	$ 3.25	$ 33,991.75	$ 3.00	$ 31,377.00
27	341-6008	D-GR HMA TY-B PG 64-22	3907	TON	$ 75.00	$ 293,025.00	$ 68.00	$ 265,676.00	$ 70.00	$ 273,490.00	$ 66.00	$ 257,862.00
28	341-6027	D-GR HMA TY-C SAC B PG 70-22	5042	TON	$ 80.00	$ 403,360.00	$ 80.00	$ 403,360.00	$ 85.00	$ 428,570.00	$ 77.00	$ 388,234.00
29	341-6066	D-GR HMA TY-C PG 70-22 (LEVEL UP)	462	TON	$ 90.00	$ 41,580.00	$ 105.00	$ 48,510.00	$ 92.00	$ 42,504.00	$ 100.00	$ 46,200.00
30	351-6001	FLEXIBLE PAVEMENT STRUCTURE REPAIR (5")	1830	SY	$ 25.00	$ 45,750.00	$ 33.00	$ 60,390.00	$ 30.00	$ 54,900.00	$ 30.00	$ 54,900.00
31	351-6011	FLEXIBLE PAVEMENT STRUCTURE REPAIR (18")	2186	SY	$ 90.00	$ 196,740.00	$ 95.00	$ 207,670.00	$ 98.00	$ 214,228.00	$ 89.00	$ 194,554.00
32	354-6021	PLANE ASPH CONC PAV (0" TO 2")	420	SY	$ 2.75	$ 1,155.00	$ 25.00	$ 10,500.00	$ 11.00	$ 4,620.00	$ 14.00	$ 5,880.00
33	400-6005	CEM STABIL BKFL	715	CY	$ 130.00	$ 92,950.00	$ 130.00	$ 92,950.00	$ 140.00	$ 100,100.00	$ 110.00	$ 78,650.00
34	400-6006	CUT & RESTORING PAV	45	SY	$ 100.00	$ 4,500.00	$ 77.00	$ 3,465.00	$ 90.00	$ 4,050.00	$ 90.00	$ 4,050.00
35	400-6008	CUT & RESTORE ASPH PAVING	110	SY	$ 70.00	$ 7,700.00	$ 77.00	$ 8,470.00	$ 80.00	$ 8,800.00	$ 90.00	$ 9,900.00
36	401-6001	FLOWABLE BACKFILL	154	CY	$ 130.00	$ 20,020.00	$ 120.00	$ 18,480.00	$ 140.00	$ 21,560.00	$ 110.00	$ 16,940.00
37	402-6001	TRENCH EXCAVATION PROTECTION	97	LF	$ 10.00	$ 970.00	$ 10.00	$ 970.00	$ 1.00	$ 97.00	$ 1.00	$ 97.00
38	403-6001	TEMPORARY SPL SHORING	2930	SF	$ 14.00	$ 41,020.00	$ 25.00	$ 73,250.00	$ 40.00	$ 117,200.00	$ 8.00	$ 23,440.00
39	416-6088	DRILL SHAFT (RDWY ILL POLE) (24IN)	40	LF	$ 150.00	$ 6,000.00	$ 235.00	$ 9,400.00	$ 240.00	$ 9,600.00	$ 210.00	$ 8,400.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD, LLP		MA Smith Contracting		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	420-6141	CL C CONC (CURB)	2.7	CY	$ 1,100.00	$ 2,970.00	$ 580.00	$ 1,566.00	$ 650.00	$ 1,755.00	$ 800.00	$ 2,160.00
41	432-6002	RIPRAP (CONC) (5 IN)	615	CY	$ 465.00	$ 285,975.00	$ 385.00	$ 236,775.00	$ 400.00	$ 246,000.00	$ 390.00	$ 239,850.00
42	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	11	CY	$ 155.00	$ 1,705.00	$ 130.00	$ 1,430.00	$ 100.00	$ 1,100.00	$ 105.00	$ 1,155.00
43	432-6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	394	CY	$ 90.00	$ 35,460.00	$ 110.00	$ 43,340.00	$ 105.00	$ 41,370.00	$ 95.00	$ 37,430.00
44	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	128	CY	$ 155.00	$ 19,840.00	$ 180.00	$ 23,040.00	$ 85.00	$ 10,880.00	$ 100.00	$ 12,800.00
45	450-6048	RAIL (HANDRAIL)(TY B)	255	LF	$ 60.00	$ 15,300.00	$ 70.00	$ 17,850.00	$ 85.00	$ 21,675.00	$ 75.00	$ 19,125.00
46	460-6012	CMP AR (GAL STL DES-5)	93	LF	$ 200.00	$ 18,600.00	$ 135.00	$ 12,555.00	$ 95.00	$ 8,835.00	$ 120.00	$ 11,160.00
47	462-6006	CONC BOX CULV (5 FT X 2 FT)	739	LF	$ 300.00	$ 221,700.00	$ 210.00	$ 155,190.00	$ 200.00	$ 147,800.00	$ 260.00	$ 192,140.00
48	462-6007	CONC BOX CULV (5 FT X 3 FT)	24	LF	$ 315.00	$ 7,560.00	$ 260.00	$ 6,240.00	$ 230.00	$ 5,520.00	$ 265.00	$ 6,360.00
49	464-6003	RC PIPE (CL III)(18 IN)	452	LF	$ 60.00	$ 27,120.00	$ 50.00	$ 22,600.00	$ 51.00	$ 23,052.00	$ 70.00	$ 31,640.00
50	464-6005	RC PIPE (CL III)(24 IN)	273	LF	$ 85.00	$ 23,205.00	$ 59.00	$ 16,107.00	$ 64.00	$ 17,472.00	$ 80.00	$ 21,840.00
51	464-6008	RC PIPE (CL III)(36 IN)	138	LF	$ 130.00	$ 17,940.00	$ 111.00	$ 15,318.00	$ 105.00	$ 14,490.00	$ 155.00	$ 21,390.00
52	464-6009	RC PIPE (CL III)(42 IN)	434	LF	$ 165.00	$ 71,610.00	$ 122.00	$ 52,948.00	$ 137.00	$ 59,458.00	$ 155.00	$ 67,270.00
53	464-6010	RC PIPE (CL III)(48 IN)	350	LF	$ 240.00	$ 84,000.00	$ 145.00	$ 50,750.00	$ 157.00	$ 54,950.00	$ 180.00	$ 63,000.00
54	464-6024	RC PIPE (CL V)(12 IN)	37	LF	$ 80.00	$ 2,960.00	$ 50.00	$ 1,850.00	$ 46.00	$ 1,702.00	$ 75.00	$ 2,775.00
55	464-6025	RC PIPE (CL V)(18 IN)	349	LF	$ 70.00	$ 24,430.00	$ 50.00	$ 17,450.00	$ 56.00	$ 19,544.00	$ 70.00	$ 24,430.00
56	464-6026	RC PIPE (CL V)(24 IN)	234	LF	$ 90.00	$ 21,060.00	$ 58.00	$ 13,572.00	$ 76.00	$ 17,784.00	$ 98.00	$ 22,932.00
57	465-6002	MANH (COMPL)(PRM)(48IN)	3	EA	$ 3,600.00	$ 10,800.00	$ 2,900.00	$ 8,700.00	$ 4,100.00	$ 12,300.00	$ 4,500.00	$ 13,500.00
58	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	1	EA	$ 3,750.00	$ 3,750.00	$ 2,900.00	$ 2,900.00	$ 4,200.00	$ 4,200.00	$ 3,000.00	$ 3,000.00
59	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	2	EA	$ 4,250.00	$ 8,500.00	$ 4,100.00	$ 8,200.00	$ 5,300.00	$ 10,600.00	$ 3,500.00	$ 7,000.00
60	465-6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	1	EA	$ 3,200.00	$ 3,200.00	$ 2,500.00	$ 2,500.00	$ 3,700.00	$ 3,700.00	$ 3,000.00	$ 3,000.00
61	465-9901	WQ RISER STRUCTURE	2	EA	$ 4,000.00	$ 8,000.00	$ 2,100.00	$ 4,200.00	$ 3,000.00	$ 6,000.00	$ 23,000.00	$ 46,000.00
62	466-6178	WINGWALL (PW-1)(HW=3 FT)	2	EA	$ 8,000.00	$ 16,000.00	$ 5,100.00	$ 10,200.00	$ 5,200.00	$ 10,400.00	$ 5,000.00	$ 10,000.00
63	466-6179	WINGWALL (PW-1)(HW=4 FT)	4	EA	$ 12,000.00	$ 48,000.00	$ 6,700.00	$ 26,800.00	$ 7,700.00	$ 30,800.00	$ 11,000.00	$ 44,000.00
64	467-6326	SET (TY II)(12 IN)(RCP)(6:1)(P)	2	EA	$ 600.00	$ 1,200.00	$ 800.00	$ 1,600.00	$ 1,000.00	$ 2,000.00	$ 800.00	$ 1,600.00
65	467-6358	SET (TY II)(18 IN)(RCP)(4:1)(C)	4	EA	$ 1,500.00	$ 6,000.00	$ 900.00	$ 3,600.00	$ 1,200.00	$ 4,800.00	$ 800.00	$ 3,200.00
66	467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	4	EA	$ 1,000.00	$ 4,000.00	$ 900.00	$ 3,600.00	$ 1,200.00	$ 4,800.00	$ 800.00	$ 3,200.00
67	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	18	EA	$ 1,000.00	$ 18,000.00	$ 1,500.00	$ 27,000.00	$ 1,400.00	$ 25,200.00	$ 800.00	$ 14,400.00
68	467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	1	EA	$ 1,000.00	$ 1,000.00	$ 1,400.00	$ 1,400.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00
69	467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	3	EA	$ 1,500.00	$ 4,500.00	$ 2,400.00	$ 7,200.00	$ 1,700.00	$ 5,100.00	$ 1,000.00	$ 3,000.00
70	467-6395	SET (TY II)(24 IN)(RCP)(6:1)(P)	5	EA	$ 1,300.00	$ 6,500.00	$ 2,700.00	$ 13,500.00	$ 2,100.00	$ 10,500.00	$ 1,000.00	$ 5,000.00
71	467-6450	SET (TY II)(36 IN)(RCP)(4:1)(C)	1	EA	$ 3,250.00	$ 3,250.00	$ 3,900.00	$ 3,900.00	$ 3,500.00	$ 3,500.00	$ 2,500.00	$ 2,500.00
72	467-6461	SET (TY II)(42 IN)(RCP)(3:1)(C)	5	EA	$ 3,750.00	$ 18,750.00	$ 3,600.00	$ 18,000.00	$ 4,000.00	$ 20,000.00	$ 3,000.00	$ 15,000.00
73	467-6465	SET (TY II)(42 IN)(RCP)(6:1)(C)	5	EA	$ 5,500.00	$ 27,500.00	$ 4,700.00	$ 23,500.00	$ 4,300.00	$ 21,500.00	$ 3,000.00	$ 15,000.00
74	467-6477	SET (TY II)(48 IN)(RCP)(4:1)(C)	9	EA	$ 4,500.00	$ 40,500.00	$ 5,000.00	$ 45,000.00	$ 5,000.00	$ 45,000.00	$ 3,500.00	$ 31,500.00
75	467-6479	SET (TY II)(48 IN)(RCP)(6:1)(C)	9	EA	$ 6,500.00	$ 58,500.00	$ 5,700.00	$ 51,300.00	$ 6,000.00	$ 54,000.00	$ 3,500.00	$ 31,500.00
76	467-6559	SET (TY II)(DES 5)(CMP)(6:1)(C)	14	EA	$ 3,000.00	$ 42,000.00	$ 2,600.00	$ 36,400.00	$ 2,000.00	$ 28,000.00	$ 1,500.00	$ 21,000.00
77	480-6001	CLEAN EXIST CULVERTS	2	EA	$ 2,750.00	$ 5,500.00	$ 600.00	$ 1,200.00	$ 1,000.00	$ 2,000.00	$ 4,500.00	$ 9,000.00
78	481-6023	PIPE (PVC)(SCH 80)(6 IN)	69	LF	$ 35.00	$ 2,415.00	$ 50.00	$ 3,450.00	$ 20.00	$ 1,380.00	$ 65.00	$ 4,485.00
79	496-6004	REMOV STR (SET)	21	EA	$ 300.00	$ 6,300.00	$ 250.00	$ 5,250.00	$ 400.00	$ 8,400.00	$ 500.00	$ 10,500.00
80	496-6006	REMOV STR (HEADWALL)	1	EA	$ 1,100.00	$ 1,100.00	$ 3,500.00	$ 3,500.00	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD, LLP		MA Smith Contracting		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
81	496-6007	REMOV STR (PIPE)	480	LF	$ 15.00	$ 7,200.00	$ 15.00	$ 7,200.00	$ 12.00	$ 5,760.00	$ 22.00	$ 10,560.00
82	496-6008	REMOV STR (BOX CULVERT)	18	LF	$ 75.00	$ 1,350.00	$ 50.00	$ 900.00	$ 100.00	$ 1,800.00	$ 70.00	$ 1,260.00
83	496-6045	REMOV STR (FLAG POLE)	1	EA	$ 1,500.00	$ 1,500.00	$ 500.00	$ 500.00	$ 300.00	$ 300.00	$ 500.00	$ 500.00
84	500-6001	MOBILIZATION	1	LS	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ 182,000.00	$ 182,000.00	$ 325,000.00	$ 325,000.00
85	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$ 8,000.00	$ 80,000.00	$ 3,000.00	$ 30,000.00	$ 2,500.00	$ 25,000.00	$ 2,350.00	$ 23,500.00
86	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	320	LF	$ 31.00	$ 9,920.00	$ 20.00	$ 6,400.00	$ 25.00	$ 8,000.00	$ 22.00	$ 7,040.00
87	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	106	LF	$ 39.00	$ 4,134.00	$ 38.00	$ 4,028.00	$ 45.00	$ 4,770.00	$ 40.00	$ 4,240.00
88	506-6011	ROCK FILTER DAMS (REMOVE)	426	LF	$ 14.00	$ 5,964.00	$ 10.00	$ 4,260.00	$ 7.00	$ 2,982.00	$ 10.00	$ 4,260.00
89	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	452	SY	$ 12.00	$ 5,424.00	$ 10.00	$ 4,520.00	$ 11.00	$ 4,972.00	$ 11.00	$ 4,972.00
90	506-6024	CONSTRUCTION EXITS (REMOVE)	452	SY	$ 6.00	$ 2,712.00	$ 6.00	$ 2,712.00	$ 6.00	$ 2,712.00	$ 10.00	$ 4,520.00
91	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2549	LF	$ 2.13	$ 5,429.37	$ 2.50	$ 6,372.50	$ 2.00	$ 5,098.00	$ 2.20	$ 5,607.80
92	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2549	LF	$ 0.47	$ 1,198.03	$ 0.25	$ 637.25	$ 0.60	$ 1,529.40	$ 1.00	$ 2,549.00
93	506-6041	BIODEG EROSN CONTMLOGS (INSTL)(12")	4752	LF	$ 4.00	$ 19,008.00	$ 5.00	$ 23,760.00	$ 4.75	$ 22,572.00	$ 4.00	$ 19,008.00
94	506-6043	BIODEG EROSN CONTMLOGS (REMOVE)	4752	LF	$ 1.00	$ 4,752.00	$ 0.30	$ 1,425.60	$ 1.05	$ 4,989.60	$ 1.00	$ 4,752.00
95	508-6001	CONSTRUCTION DETOURS	481	SY	$ 70.00	$ 33,670.00	$ 65.00	$ 31,265.00	$ 62.00	$ 29,822.00	$ 58.00	$ 27,898.00
96	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	2860	LF	$ 27.00	$ 77,220.00	$ 30.00	$ 85,800.00	$ 60.00	$ 171,600.00	$ 66.00	$ 188,760.00
97	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	160	LF	$ 36.00	$ 5,760.00	$ 30.00	$ 4,800.00	$ 60.00	$ 9,600.00	$ 66.00	$ 10,560.00
98	512-6033	PORT CTB (MOVE) (LOW PROF)(TY 1)	180	LF	$ 8.00	$ 1,440.00	$ 25.00	$ 4,500.00	$ 20.00	$ 3,600.00	$ 8.00	$ 1,440.00
99	512-6034	PORT CTB (MOVE) (LOW PROF)(TY 2)	40	LF	$ 9.00	$ 360.00	$ 51.00	$ 2,040.00	$ 20.00	$ 800.00	$ 8.00	$ 320.00
100	512-6057	PORT CTB (REMOVE) (LOW PROF)(TY 1)	2860	LF	$ 12.00	$ 34,320.00	$ 8.00	$ 22,880.00	$ 14.00	$ 40,040.00	$ 12.00	$ 34,320.00
101	512-6058	PORT CTB (REMOVE) (LOW PROF)(TY 2)	160	LF	$ 12.00	$ 1,920.00	$ 8.00	$ 1,280.00	$ 14.00	$ 2,240.00	$ 12.00	$ 1,920.00
102	529-6008	CONC CURB & GUTTER (TY II)	162	LF	$ 19.50	$ 3,159.00	$ 14.00	$ 2,268.00	$ 15.00	$ 2,430.00	$ 21.00	$ 3,402.00
103	529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	1752	LF	$ 30.00	$ 52,560.00	$ 13.00	$ 22,776.00	$ 11.00	$ 19,272.00	$ 21.00	$ 36,792.00
104	530-6004	DRIVEWAYS (CONC)	2692	SY	$ 75.00	$ 201,900.00	$ 68.00	$ 183,056.00	$ 82.00	$ 220,744.00	$ 90.00	$ 242,280.00
105	530-6005	DRIVEWAYS (ACP)	3122	SY	$ 45.00	$ 140,490.00	$ 48.00	$ 149,856.00	$ 35.00	$ 109,270.00	$ 48.00	$ 149,856.00
106	531-6002	CONC SIDEWALKS (5")	1405	SY	$ 48.00	$ 67,440.00	$ 44.00	$ 61,820.00	$ 50.00	$ 70,250.00	$ 55.00	$ 77,275.00
107	531-6003	CONC SIDEWALKS (6")	1838	SY	$ 56.00	$ 102,928.00	$ 46.00	$ 84,548.00	$ 55.00	$ 101,090.00	$ 62.00	$ 113,956.00
108	531-6005	CURB RAMP (TY 2)	1	EA	$ 1,500.00	$ 1,500.00	$ 750.00	$ 750.00	$ 1,800.00	$ 1,800.00	$ 1,000.00	$ 1,000.00
109	531-6010	CURB RAMP (TY 7)	2	EA	$ 500.00	$ 1,000.00	$ 600.00	$ 1,200.00	$ 1,800.00	$ 3,600.00	$ 1,000.00	$ 2,000.00
110	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 1,480.00	$ 2,960.00	$ 580.00	$ 1,160.00	$ 600.00	$ 1,200.00	$ 530.00	$ 1,060.00
111	618-6016	CONDT (PVC)(SCH 40)(1")	422	LF	$ 10.00	$ 4,220.00	$ 25.00	$ 10,550.00	$ 25.00	$ 10,550.00	$ 23.00	$ 9,706.00
112	618-6033	CONDT (PVC)(SCH 40)(4")	369	LF	$ 15.00	$ 5,535.00	$ 21.00	$ 7,749.00	$ 21.00	$ 7,749.00	$ 19.00	$ 7,011.00
113	618-6034	CONDT (PVC)(SCH 40)(4")(BORE)	104	LF	$ 27.00	$ 2,808.00	$ 42.00	$ 4,368.00	$ 42.00	$ 4,368.00	$ 38.00	$ 3,952.00
114	618-6042	CONDT (PVC)(SCH 80)(1 1/4")	40	LF	$ 1.00	$ 40.00	$ 16.00	$ 640.00	$ 16.00	$ 640.00	$ 15.00	$ 600.00
115	620-6006	ELECT CONDR (NO.10) INSULATED	2079	LF	$ 1.25	$ 2,598.75	$ 1.50	$ 3,118.50	$ 1.50	$ 3,118.50	$ 1.30	$ 2,702.70
116	620-6007	ELEC CONDR (NO.8) BARE	40	LF	$ 1.05	$ 42.00	$ 2.00	$ 80.00	$ 2.00	$ 80.00	$ 1.80	$ 72.00
117	620-6008	ELEC CONDR (NO.8) INSULATED	80	LF	$ 1.25	$ 100.00	$ 2.20	$ 176.00	$ 2.25	$ 180.00	$ 2.00	$ 160.00
118	624-6001	GROUND BOX TY A (122311)	2	EA	$ 750.00	$ 1,500.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00	$ 1,000.00	$ 2,000.00
119	624-6010	GROUND BOX TY D (162922) W/APRON	6	EA	$ 1,150.00	$ 6,900.00	$ 1,250.00	$ 7,500.00	$ 1,200.00	$ 7,200.00	$ 1,100.00	$ 6,600.00
120	628-6011	ELC SRV TY A 120/240 060(NS)SS(E)TP(O)	2	EA	$ 4,500.00	$ 9,000.00	$ 5,700.00	$ 11,400.00	$ 5,800.00	$ 11,600.00	$ 5,500.00	$ 11,000.00
121	636-6001	ALUMINUM SIGNS (TY A)	88	SF	$ 26.00	$ 2,288.00	$ 27.00	$ 2,376.00	$ 29.00	$ 2,552.00	$ 26.00	$ 2,288.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD, LLP		MA Smith Contracting		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
122	636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	13.75	SF	$ 25.00	$ 343.75	$ 27.00	$ 371.25	$ 29.00	$ 398.75	$ 26.00	$ 357.50
123	644-6056	IN SM RD SN SUP&AM TYTWT(1)UA(P)	6	EA	$ 300.00	$ 1,800.00	$ 400.00	$ 2,400.00	$ 525.00	$ 3,150.00	$ 500.00	$ 3,000.00
124	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	24	EA	$ 380.00	$ 9,120.00	$ 350.00	$ 8,400.00	$ 430.00	$ 10,320.00	$ 400.00	$ 9,600.00
125	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	2	EA	$ 450.00	$ 900.00	$ 365.00	$ 730.00	$ 560.00	$ 1,120.00	$ 500.00	$ 1,000.00
126	644-6070	RELOCATE SM RD SN SUP&AM TY S80	2	EA	$ 400.00	$ 800.00	$ 315.00	$ 630.00	$ 400.00	$ 800.00	$ 400.00	$ 800.00
127	644-6071	RELOCATE SM RD SN SUP&AM TY TWT	7	EA	$ 250.00	$ 1,750.00	$ 265.00	$ 1,855.00	$ 320.00	$ 2,240.00	$ 300.00	$ 2,100.00
128	644-6076	REMOVE SM RD SN SUP&AM	13	EA	$ 80.00	$ 1,040.00	$ 290.00	$ 3,770.00	$ 140.00	$ 1,820.00	$ 100.00	$ 1,300.00
129	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	29	EA	$ 50.00	$ 1,450.00	$ 70.00	$ 2,030.00	$ 62.00	$ 1,798.00	$ 60.00	$ 1,740.00
130	662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	11395	LF	$ 0.17	$ 1,937.15	$ 0.60	$ 6,837.00	$ 0.60	$ 6,837.00	$ 0.60	$ 6,837.00
131	662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	587	LF	$ 0.52	$ 305.24	$ 1.30	$ 763.10	$ 1.45	$ 851.15	$ 1.30	$ 763.10
132	662-6014	WK ZN PAV MRK NON-REMOV (W)12"(SLD)	20	LF	$ 1.00	$ 20.00	$ 5.60	$ 112.00	$ 6.20	$ 124.00	$ 6.00	$ 120.00
133	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	9732	LF	$ 0.20	$ 1,946.40	$ 0.60	$ 5,839.20	$ 0.60	$ 5,839.20	$ 0.60	$ 5,839.20
134	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	9044	LF	$ 0.57	$ 5,155.08	$ 0.65	$ 5,878.60	$ 0.70	$ 6,330.80	$ 0.70	$ 6,330.80
135	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	9657	LF	$ 0.57	$ 5,504.49	$ 0.65	$ 6,277.05	$ 0.70	$ 6,759.90	$ 0.70	$ 6,759.90
136	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	349	EA	$ 1.10	$ 383.90	$ 1.05	$ 366.45	$ 4.50	$ 1,570.50	$ 0.50	$ 174.50
137	662-6211	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	883	EA	$ 1.00	$ 883.00	$ 0.80	$ 706.40	$ 4.50	$ 3,973.50	$ 0.50	$ 441.50
138	666-6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	44	LF	$ 1.20	$ 52.80	$ 1.50	$ 66.00	$ 1.60	$ 70.40	$ 1.50	$ 66.00
139	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	932	LF	$ 0.80	$ 745.60	$ 0.85	$ 792.20	$ 0.90	$ 838.80	$ 1.00	$ 932.00
140	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1205	LF	$ 1.34	$ 1,614.70	$ 0.85	$ 1,024.25	$ 0.90	$ 1,084.50	$ 1.00	$ 1,205.00
141	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	657	LF	$ 2.75	$ 1,806.75	$ 3.25	$ 2,135.25	$ 3.50	$ 2,299.50	$ 3.10	$ 2,036.70
142	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	24	LF	$ 6.00	$ 144.00	$ 4.80	$ 115.20	$ 5.40	$ 129.60	$ 5.00	$ 120.00
143	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	121	LF	$ 6.50	$ 786.50	$ 4.80	$ 580.80	$ 5.40	$ 653.40	$ 5.00	$ 605.00
144	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	10	EA	$ 100.00	$ 1,000.00	$ 85.00	$ 850.00	$ 90.00	$ 900.00	$ 100.00	$ 1,000.00
145	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	25	EA	$ 105.00	$ 2,625.00	$ 85.00	$ 2,125.00	$ 90.00	$ 2,250.00	$ 100.00	$ 2,500.00
146	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	6	EA	$ 130.00	$ 780.00	$ 95.00	$ 570.00	$ 100.00	$ 600.00	$ 100.00	$ 600.00
147	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	9	EA	$ 150.00	$ 1,350.00	$ 95.00	$ 855.00	$ 100.00	$ 900.00	$ 100.00	$ 900.00
148	666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	308	LF	$ 3.20	$ 985.60	$ 3.15	$ 970.20	$ 3.50	$ 1,078.00	$ 3.10	$ 954.80
149	666-6170	REFL PAV MRK TY II (W)4"(SLD)	14877	LF	$ 0.15	$ 2,231.55	$ 0.15	$ 2,231.55	$ 0.15	$ 2,231.55	$ 0.20	$ 2,975.40
150	666-6174	REFL PAV MRK TY II (W)6"(SLD)	46	LF	$ 0.25	$ 11.50	$ 1.20	$ 55.20	$ 1.30	$ 59.80	$ 1.20	$ 55.20
151	666-6176	REFL PAV MRK TY II (W)8"(DOT)	44	LF	$ 1.20	$ 52.80	$ 0.35	$ 15.40	$ 0.35	$ 15.40	$ 0.40	$ 17.60
152	666-6178	REFL PAV MRK TY II (W)8"(SLD)	2137	LF	$ 0.40	$ 854.80	$ 0.30	$ 641.10	$ 0.28	$ 598.36	$ 0.30	$ 641.10
153	666-6180	REFL PAV MRK TY II (W)12"(SLD)	657	LF	$ 1.10	$ 722.70	$ 1.15	$ 755.55	$ 1.25	$ 821.25	$ 1.10	$ 722.70
154	666-6182	REFL PAV MRK TY II (W)24"(SLD)	145	LF	$ 3.00	$ 435.00	$ 1.65	$ 239.25	$ 1.85	$ 268.25	$ 2.00	$ 290.00
155	666-6184	REFL PAV MRK TY II (W)(ARROW)	35	EA	$ 55.00	$ 1,925.00	$ 42.00	$ 1,470.00	$ 45.00	$ 1,575.00	$ 50.00	$ 1,750.00
156	666-6192	REFL PAV MRK TY II (W)(WORD)	15	EA	$ 65.00	$ 975.00	$ 50.00	$ 750.00	$ 50.00	$ 750.00	$ 50.00	$ 750.00
157	666-6205	REFL PAV MRK TY II (Y)4"(BRK)	2694	LF	$ 0.17	$ 457.98	$ 0.15	$ 404.10	$ 0.15	$ 404.10	$ 0.20	$ 538.80
158	666-6207	REFL PAV MRK TY II (Y)4"(SLD)	16994	LF	$ 0.10	$ 1,699.40	$ 0.15	$ 2,549.10	$ 0.14	$ 2,379.16	$ 0.20	$ 3,398.80
159	666-6212	REFL PAV MRK TY II (Y)12"(SLD)	308	LF	$ 1.00	$ 308.00	$ 1.15	$ 354.20	$ 1.25	$ 385.00	$ 1.10	$ 338.80
160	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	4898	LF	$ 0.30	$ 1,469.40	$ 0.35	$ 1,714.30	$ 0.35	$ 1,714.30	$ 0.40	$ 1,959.20
161	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	9671	LF	$ 0.33	$ 3,191.43	$ 0.35	$ 3,384.85	$ 0.35	$ 3,384.85	$ 0.40	$ 3,868.40
162	666-6309	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	46	LF	$ 0.61	$ 28.06	$ 1.20	$ 55.20	$ 1.30	$ 59.80	$ 1.20	$ 55.20

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors, LTD, LLP		MA Smith Contracting		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
163	666-6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	828	LF	$ 0.30	$ 248.40	$ 0.35	$ 289.80	$ 0.35	$ 289.80	$ 0.40	$ 331.20
164	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1866	LF	$ 0.39	$ 727.74	$ 0.35	$ 653.10	$ 0.35	$ 653.10	$ 0.40	$ 746.40
165	666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	6411	LF	$ 0.30	$ 1,923.30	$ 0.35	$ 2,243.85	$ 0.35	$ 2,243.85	$ 0.40	$ 2,564.40
166	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	10583	LF	$ 0.32	$ 3,386.56	$ 0.35	$ 3,704.05	$ 0.35	$ 3,704.05	$ 0.40	$ 4,233.20
167	668-6055	PRE PM TY B (ACC PRK)(BL&WH)(W/BORDR)LG	2	EA	$ 400.00	$ 800.00	$ 280.00	$ 560.00	$ 310.00	$ 620.00	$ 300.00	$ 600.00
168	672-6007	REFL PAV MRKR TY I-C	151	EA	$ 3.40	$ 513.40	$ 4.00	$ 604.00	$ 4.25	$ 641.75	$ 4.00	$ 604.00
169	672-6009	REFL PAV MRKR TY 11-A-A	585	EA	$ 3.30	$ 1,930.50	$ 4.00	$ 2,340.00	$ 4.25	$ 2,486.25	$ 4.00	$ 2,340.00
170	677-6001	ELIM EXT PAV MRK & MRKS (4")	16488	LF	$ 0.33	$ 5,441.04	$ 0.75	$ 12,366.00	$ 0.80	$ 13,190.40	$ 1.00	$ 16,488.00
171	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	80	DAY	$ 80.00	$ 6,400.00	$ 200.00	$ 16,000.00	$ 60.00	$ 4,800.00	$ 70.00	$ 5,600.00
172	9001-9901	IMPERMEABLE LINER	9113	SY	$ 10.00	$ 91,130.00	$ 17.00	$ 154,921.00	$ 16.75	$ 152,642.75	$ 16.00	$ 145,808.00
173	9002-9901	DETENTION POND CONTROL SYSTEM	2	EA	$ 66,850.00	$ 133,700.00	$ 95,000.00	$ 190,000.00	$ 115,000.00	$ 230,000.00	$ 60,000.00	$ 120,000.00
174	9003-9901	POND ACCESS GATE	2	EA	$ 3,500.00	$ 7,000.00	$ 1,400.00	$ 2,800.00	$ 1,200.00	$ 2,400.00	$ 2,000.00	$ 4,000.00
175	GT101-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	151	LF	$ 3.75	$ 566.25	$ 5.00	$ 755.00	$ 1.00	$ 151.00	$ 1.00	$ 151.00
176	GT101-2	PIPE, 6" DIA, DUCTILE IRON CLASS 350 (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	5	LF	$ 65.00	$ 325.00	$ 50.00	$ 250.00	$ 80.00	$ 400.00	$ 130.00	$ 650.00
177	GT101-3	PIPE, 16" DUCTILE IRON CLASS 350 (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	91	LF	$ 170.00	$ 15,470.00	$ 155.00	$ 14,105.00	$ 140.00	$ 12,740.00	$ 185.00	$ 16,835.00
178	GT101-4	WET CONNECTIONS 16"X16" DIA	2	EA	$ 5,000.00	$ 10,000.00	$ 4,000.00	$ 8,000.00	$ 3,600.00	$ 7,200.00	$ 4,000.00	$ 8,000.00
179	GT101-5	VALVES, GATE 16" DIA	2	EA	$ 8,500.00	$ 17,000.00	$ 6,000.00	$ 12,000.00	$ 6,300.00	$ 12,600.00	$ 7,000.00	$ 14,000.00
180	GT101-6	FIRE HYDRANT ASSEMBLY	1	EA	$ 6,000.00	$ 6,000.00	$ 3,700.00	$ 3,700.00	$ 4,500.00	$ 4,500.00	$ 4,000.00	$ 4,000.00
181	GT101-7	DUCTILE IRON FITTINGS	1.25	TON	$ 5,500.00	$ 6,875.00	$ 5,200.00	$ 6,500.00	$ 5,100.00	$ 6,375.00	$ 3,000.00	$ 3,750.00
182	GT101-8	CONCRETE TRENCH CAP, 4FT WIDTH	55	LF	$ 55.00	$ 3,025.00	$ 38.00	$ 2,090.00	$ 50.00	$ 2,750.00	$ 200.00	$ 11,000.00
183	GT101-9	ADJUST WATER VALVE BOX TO GRADE	10	EA	$ 500.00	$ 5,000.00	$ 460.00	$ 4,600.00	$ 300.00	$ 3,000.00	$ 500.00	$ 5,000.00
184	GT101-10	RELOCATE OR ADJUST EXISTING FIRE HYDRANT ASSEMBLY	2	EA	$ 2,000.00	$ 4,000.00	$ 4,450.00	$ 8,900.00	$ 4,600.00	$ 9,200.00	$ 1,000.00	$ 2,000.00
185	WC9030-1	LED DECORATIVE ILLUMINATION ASSEMBLY	5	EA	$ 2,000.00	$ 10,000.00	$ 4,400.00	$ 22,000.00	$ 4,400.00	$ 22,000.00	$ 4,000.00	$ 20,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
186	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	28000	DOL	$ 1.00	28,000.00	$ 1.00	$ 28,000.00	$ 1.00	$ 28,000.00	$ 1.00	$ 28,000.00
187	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C-SURFACE)	30000	DOL	$ 1.00	30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
188	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	5000	DOL	$ 1.00	5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
189	999-WC01	FORCE ACCOUNT	50000	DOL	$ 1.00	50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
190	999-WC02	FORCE ACCOUNT - FIBER RELOCATION	250000	DOL	$ 1.00	250,000.00	$ 1.00	$ 250,000.00	$ 1.00	$ 250,000.00	$ 1.00	$ 250,000.00
191	999-WC03	FORCE ACCOUNT - MONUMENY SIGN AND ILLUMINATION POLE	10000	DOL	$ 1.00	10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 5,567,562.57**		**$ 5,352,696.00**		**$ 5,414,502.91**		**$ 5,425,134.50**

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		ACTUAL BID PROPOSAL				$5,567,562.57		$5,352,696.00		$5,414,502.91		$5,425,134.50
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond					Yes		Yes		Yes	
		Bid Affidavit					Yes		Yes		Yes	
		Conflict of Interest Questionnaire					Yes		Yes		Yes	
		Bidder References (Minimum of Three)					Yes		Yes		Yes	

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	71.4	STA	$ 1,900.00	$ 135,660.00	$ 325.00	$ 23,205.00	$ 3,800.00	$ 271,320.00	$ 2,500.00	$ 178,500.00
2	104-6009	REMOVING CONC (RIPRAP)	511	SY	$ 10.00	$ 5,110.00	$ 25.00	$ 12,775.00	$ 7.00	$ 3,577.00	$ 30.00	$ 15,330.00
3	104-6015	REMOVING CONC (SIDEWALKS)	301	SY	$ 10.00	$ 3,010.00	$ 25.00	$ 7,525.00	$ 16.00	$ 4,816.00	$ 31.00	$ 9,331.00
4	104-6017	REMOVING CONC (DRIVEWAYS)	762	SY	$ 10.00	$ 7,620.00	$ 25.00	$ 19,050.00	$ 20.00	$ 15,240.00	$ 32.00	$ 24,384.00
5	104-6022	REMOVING CONC (CURBS AND GUTTER)	116	SY	$ 6.00	$ 696.00	$ 25.00	$ 2,900.00	$ 11.00	$ 1,276.00	$ 28.00	$ 3,248.00
6	104-6029	REMOVING CONC (CURB OR CURB & GUTTER)	380	LF	$ 6.00	$ 2,280.00	$ 5.00	$ 1,900.00	$ 5.00	$ 1,900.00	$ 9.00	$ 3,420.00
7	105-6036	REMOVING STAB BASE & ASPH PAV (15"-20")	1157	SY	$ 13.00	$ 15,041.00	$ 39.00	$ 45,123.00	$ 8.50	$ 9,834.50	$ 7.00	$ 8,099.00
8	110-6001	EXCAVATIO (ROADWAY)	10076	CY	$ 6.00	$ 60,456.00	$ 15.00	$ 151,140.00	$ 9.00	$ 90,684.00	$ 24.00	$ 241,824.00
9	110-6002	EXCAVATION (CHANNEL)	785	CY	$ 7.00	$ 5,495.00	$ 17.00	$ 13,345.00	$ 8.50	$ 6,672.50	$ 21.00	$ 16,485.00
10	110-6003	EXCAVATION (SPECIAL)	9368	CY	$ 6.90	$ 64,639.20	$ 9.00	$ 84,312.00	$ 12.00	$ 112,416.00	$ 27.00	$ 252,936.00
11	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	18077	CY	$ 4.00	$ 72,308.00	$ 9.00	$ 162,693.00	$ 3.00	$ 54,231.00	$ 10.00	$ 180,770.00
12	160-6004	FURNISHING AND PLACING TOPSOIL (6")	9569	SY	$ 1.00	$ 9,569.00	$ 1.00	$ 9,569.00	$ 2.00	$ 19,138.00	$ 2.00	$ 19,138.00
13	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	51516	SY	$ 0.70	$ 36,061.20	$ 0.20	$ 10,303.20	$ 1.00	$ 51,516.00	$ 1.30	$ 66,970.80
14	161-WC01	EROSION CONTROL COMPOST (3")	12878	SY	$ 3.00	$ 38,634.00	$ 4.80	$ 61,814.40	$ 4.89	$ 62,973.42	$ 5.50	$ 70,829.00
15	162-WC103	MULCH TOPDRESSING (5")	12878	SY	$ 8.00	$ 103,024.00	$ 5.80	$ 74,692.40	$ 5.92	$ 76,237.76	$ 5.10	$ 65,677.80
16	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	28360	SY	$ 0.80	$ 22,688.00	$ 0.15	$ 4,254.00	$ 0.18	$ 5,104.80	$ 0.20	$ 5,672.00
17	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	54540	SY	$ 0.80	$ 43,632.00	$ 0.35	$ 19,089.00	$ 0.24	$ 13,089.60	$ 0.25	$ 13,635.00
18	164-WC07	SEEDING FOR EROSION CONTROL (TEMP&PERM)(TY 7)	1767	SY	$ 1.10	$ 1,943.70	$ 1.00	$ 1,767.00	$ 0.62	$ 1,095.54	$ 0.60	$ 1,060.20
19	164-WC010	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	30543	SY	$ 0.80	$ 24,434.40	$ 0.15	$ 4,581.45	$ 0.14	$ 4,276.02	$ 0.15	$ 4,581.45
20	166-6002	FERTILIZER	3.4	TON	$ 650.00	$ 2,210.00	$ 1,400.00	$ 4,760.00	$ 885.55	$ 3,010.87	$ 900.00	$ 3,060.00
21	168-WC01	VEGETATIVE WATERING	2243	MG	$ 20.00	$ 44,860.00	$ 10.00	$ 22,430.00	$ 35.00	$ 78,505.00	$ 45.00	$ 100,935.00
22	169-6001	SOIL RETENTION BLANKETS (CL-1)(TY A)	9236	SY	$ 1.50	$ 13,854.00	$ 1.30	$ 12,006.80	$ 1.38	$ 12,745.68	$ 1.50	$ 13,854.00
23	247-6044	FL BS (CMP IN PLC)(TY A GR A)(FNAL POS)	6193	CY	$ 55.00	$ 340,615.00	$ 39.00	$ 241,527.00	$ 26.00	$ 161,018.00	$ 58.00	$ 359,194.00
24	310-6001	PRIME COAT (MULTI OPTION)	3907	GAL	$ 4.00	$ 15,628.00	$ 4.50	$ 17,581.50	$ 4.60	$ 17,972.20	$ 3.00	$ 11,721.00
25	316-6193	AGGR (TY-D GR 5 SAC-B)	246	CY	$ 100.00	$ 24,600.00	$ 105.00	$ 25,830.00	$ 109.26	$ 26,877.96	$ 100.00	$ 24,600.00
26	316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	10459	GAL	$ 3.00	$ 31,377.00	$ 3.40	$ 35,560.60	$ 3.45	$ 36,083.55	$ 3.20	$ 33,468.80
27	341-6008	D-GR HMA TY-B PG 64-22	3907	TON	$ 70.00	$ 273,490.00	$ 73.00	$ 285,211.00	$ 74.75	$ 292,048.25	$ 69.00	$ 269,583.00
28	341-6027	D-GR HMA TY-C SAC B PG 70-22	5042	TON	$ 80.00	$ 403,360.00	$ 85.00	$ 428,570.00	$ 87.40	$ 440,670.80	$ 83.00	$ 418,486.00
29	341-6066	D-GR HMA TY-C PG 70-22 (LEVEL UP)	462	TON	$ 105.00	$ 48,510.00	$ 110.00	$ 50,820.00	$ 113.86	$ 52,603.32	$ 90.00	$ 41,580.00
30	351-6001	FLEXIBLE PAVEMENT STRUCTURE REPAIR (5")	1830	SY	$ 32.00	$ 58,560.00	$ 33.00	$ 60,390.00	$ 34.50	$ 63,135.00	$ 29.00	$ 53,070.00
31	351-6011	FLEXIBLE PAVEMENT STRUCTURE REPAIR (18")	2186	SY	$ 110.00	$ 240,460.00	$ 100.00	$ 218,600.00	$ 101.21	$ 221,245.06	$ 95.00	$ 207,670.00
32	354-6021	PLANE ASPH CONC PAV (0" TO 2")	420	SY	$ 25.00	$ 10,500.00	$ 22.00	$ 9,240.00	$ 23.00	$ 9,660.00	$ 11.00	$ 4,620.00
33	400-6005	CEM STABIL BKFL	715	CY	$ 25.00	$ 17,875.00	$ 170.00	$ 121,550.00	$ 250.00	$ 178,750.00	$ 140.00	$ 100,100.00
34	400-6006	CUT & RESTORING PAV	45	SY	$ 120.00	$ 5,400.00	$ 100.00	$ 4,500.00	$ 117.67	$ 5,295.15	$ 82.00	$ 3,690.00
35	400-6008	CUT & RESTORE ASPH PAVING	110	SY	$ 120.00	$ 13,200.00	$ 60.00	$ 6,600.00	$ 117.67	$ 12,943.70	$ 84.00	$ 9,240.00
36	401-6001	FLOWABLE BACKFILL	154	CY	$ 150.00	$ 23,100.00	$ 190.00	$ 29,260.00	$ 260.00	$ 40,040.00	$ 140.00	$ 21,560.00
37	402-6001	TRENCH EXCAVATION PROTECTION	97	LF	$ 1.00	$ 97.00	$ 3.00	$ 291.00	$ 1.00	$ 97.00	$ 10.00	$ 970.00
38	403-6001	TEMPORARY SPL SHORING	2930	SF	$ 15.00	$ 43,950.00	$ 5.00	$ 14,650.00	$ 18.00	$ 52,740.00	$ 8.00	$ 23,440.00
39	416-6088	DRILL SHAFT (RDWY ILL POLE) (24IN)	40	LF	$ 180.00	$ 7,200.00	$ 250.00	$ 10,000.00	$ 251.64	$ 10,065.60	$ 250.00	$ 10,000.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	420-6141	CL C CONC (CURB)	2.7	CY	$ 750.00	$ 2,025.00	$ 750.00	$ 2,025.00	$ 305.00	$ 823.50	$ 1,900.00	$ 5,130.00
41	432-6002	RIPRAP (CONC) (5 IN)	615	CY	$ 340.00	$ 209,100.00	$ 450.00	$ 276,750.00	$ 300.00	$ 184,500.00	$ 470.00	$ 289,050.00
42	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	11	CY	$ 85.00	$ 935.00	$ 100.00	$ 1,100.00	$ 100.00	$ 1,100.00	$ 86.00	$ 946.00
43	432-6027	RIPRAP (STONE COMMON)(DRY)(24 IN)	394	CY	$ 85.00	$ 33,490.00	$ 100.00	$ 39,400.00	$ 115.00	$ 45,310.00	$ 87.00	$ 34,278.00
44	432-6032	RIPRAP (STONE PROTECTION)(15 IN)	128	CY	$ 85.00	$ 10,880.00	$ 85.00	$ 10,880.00	$ 110.00	$ 14,080.00	$ 86.00	$ 11,008.00
45	450-6048	RAIL (HANDRAIL)(TY B)	255	LF	$ 110.00	$ 28,050.00	$ 62.00	$ 15,810.00	$ 80.00	$ 20,400.00	$ 81.00	$ 20,655.00
46	460-6012	CMP AR (GAL STL DES-5)	93	LF	$ 105.00	$ 9,765.00	$ 100.00	$ 9,300.00	$ 145.00	$ 13,485.00	$ 124.00	$ 11,532.00
47	462-6006	CONC BOX CULV (5 FT X 2 FT)	739	LF	$ 210.00	$ 155,190.00	$ 190.00	$ 140,410.00	$ 250.00	$ 184,750.00	$ 300.00	$ 221,700.00
48	462-6007	CONC BOX CULV (5 FT X 3 FT)	24	LF	$ 580.00	$ 13,920.00	$ 200.00	$ 4,800.00	$ 260.00	$ 6,240.00	$ 400.00	$ 9,600.00
49	464-6003	RC PIPE (CL III)(18 IN)	452	LF	$ 50.00	$ 22,600.00	$ 55.00	$ 24,860.00	$ 58.00	$ 26,216.00	$ 105.00	$ 47,460.00
50	464-6005	RC PIPE (CL III)(24 IN)	273	LF	$ 73.00	$ 19,929.00	$ 80.00	$ 21,840.00	$ 65.00	$ 17,745.00	$ 120.00	$ 32,760.00
51	464-6008	RC PIPE (CL III)(36 IN)	138	LF	$ 110.00	$ 15,180.00	$ 110.00	$ 15,180.00	$ 130.00	$ 17,940.00	$ 195.00	$ 26,910.00
52	464-6009	RC PIPE (CL III)(42 IN)	434	LF	$ 145.00	$ 62,930.00	$ 135.00	$ 58,590.00	$ 180.00	$ 78,120.00	$ 223.00	$ 96,782.00
53	464-6010	RC PIPE (CL III)(48 IN)	350	LF	$ 168.00	$ 58,800.00	$ 155.00	$ 54,250.00	$ 200.00	$ 70,000.00	$ 250.00	$ 87,500.00
54	464-6024	RC PIPE (CL V)(12 IN)	37	LF	$ 74.00	$ 2,738.00	$ 130.00	$ 4,810.00	$ 55.00	$ 2,035.00	$ 112.00	$ 4,144.00
55	464-6025	RC PIPE (CL V)(18 IN)	349	LF	$ 60.00	$ 20,940.00	$ 60.00	$ 20,940.00	$ 60.00	$ 20,940.00	$ 111.00	$ 38,739.00
56	464-6026	RC PIPE (CL V)(24 IN)	234	LF	$ 87.00	$ 20,358.00	$ 80.00	$ 18,720.00	$ 85.00	$ 19,890.00	$ 135.00	$ 31,590.00
57	465-6002	MANH (COMPL)(PRM)(48IN)	3	EA	$ 3,500.00	$ 10,500.00	$ 3,000.00	$ 9,000.00	$ 4,500.00	$ 13,500.00	$ 30,000.00	$ 90,000.00
58	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	1	EA	$ 3,600.65	$ 3,600.65	$ 3,500.00	$ 3,500.00	$ 4,300.00	$ 4,300.00	$ 4,000.00	$ 4,000.00
59	465-6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	2	EA	$ 4,500.00	$ 9,000.00	$ 4,500.00	$ 9,000.00	$ 4,800.00	$ 9,600.00	$ 5,500.00	$ 11,000.00
60	465-6153	INLET (COMPL)(PAZD)(RC)(4FTX4FT)	1	EA	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 4,600.00	$ 4,600.00	$ 4,400.00	$ 4,400.00
61	465-9901	WQ RISER STRUCTURE	2	EA	$ 18,000.00	$ 36,000.00	$ 30,250.00	$ 60,500.00	$ 7,000.00	$ 14,000.00	$ 31,000.00	$ 62,000.00
62	466-6178	WINGWALL (PW-1)(HW=3 FT)	2	EA	$ 4,800.00	$ 9,600.00	$ 7,400.00	$ 14,800.00	$ 4,600.00	$ 9,200.00	$ 15,000.00	$ 30,000.00
63	466-6179	WINGWALL (PW-1)(HW=4 FT)	4	EA	$ 16,000.00	$ 64,000.00	$ 15,400.00	$ 61,600.00	$ 4,400.00	$ 17,600.00	$ 28,000.00	$ 112,000.00
64	467-6326	SET (TY II)(12 IN)(RCP)(6:1)(P)	2	EA	$ 1,500.00	$ 3,000.00	$ 1,800.00	$ 3,600.00	$ 650.00	$ 1,300.00	$ 1,750.00	$ 3,500.00
65	467-6358	SET (TY II)(18 IN)(RCP)(4:1)(C)	4	EA	$ 1,700.00	$ 6,800.00	$ 2,100.00	$ 8,400.00	$ 550.00	$ 2,200.00	$ 1,800.00	$ 7,200.00
66	467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	4	EA	$ 2,200.00	$ 8,800.00	$ 2,100.00	$ 8,400.00	$ 550.00	$ 2,200.00	$ 1,800.00	$ 7,200.00
67	467-6363	SET (TY II)(18 IN)(RCP)(6:1)(P)	18	EA	$ 2,400.00	$ 43,200.00	$ 3,150.00	$ 56,700.00	$ 850.00	$ 15,300.00	$ 2,200.00	$ 39,600.00
68	467-6388	SET (TY II)(24 IN)(RCP)(3:1)(C)	1	EA	$ 1,900.00	$ 1,900.00	$ 2,000.00	$ 2,000.00	$ 900.00	$ 900.00	$ 2,300.00	$ 2,300.00
69	467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	3	EA	$ 3,100.00	$ 9,300.00	$ 2,300.00	$ 6,900.00	$ 1,200.00	$ 3,600.00	$ 2,350.00	$ 7,050.00
70	467-6395	SET (TY II)(24 IN)(RCP)(6:1)(P)	5	EA	$ 3,300.00	$ 16,500.00	$ 3,700.00	$ 18,500.00	$ 1,700.00	$ 8,500.00	$ 2,900.00	$ 14,500.00
71	467-6450	SET (TY II)(36 IN)(RCP)(4:1)(C)	1	EA	$ 4,900.00	$ 4,900.00	$ 7,500.00	$ 7,500.00	$ 2,700.00	$ 2,700.00	$ 4,700.00	$ 4,700.00
72	467-6461	SET (TY II)(42 IN)(RCP)(3:1)(C)	5	EA	$ 4,400.00	$ 22,000.00	$ 6,000.00	$ 30,000.00	$ 2,400.00	$ 12,000.00	$ 4,800.00	$ 24,000.00
73	467-6465	SET (TY II)(42 IN)(RCP)(6:1)(C)	5	EA	$ 6,500.00	$ 32,500.00	$ 7,700.00	$ 38,500.00	$ 3,600.00	$ 18,000.00	$ 6,300.00	$ 31,500.00
74	467-6477	SET (TY II)(48 IN)(RCP)(4:1)(C)	9	EA	$ 5,500.00	$ 49,500.00	$ 9,600.00	$ 86,400.00	$ 3,500.00	$ 31,500.00	$ 6,300.00	$ 56,700.00
75	467-6479	SET (TY II)(48 IN)(RCP)(6:1)(C)	9	EA	$ 6,400.00	$ 57,600.00	$ 11,000.00	$ 99,000.00	$ 4,700.00	$ 42,300.00	$ 7,900.00	$ 71,100.00
76	467-6559	SET (TY II)(DES 5)(CMP)(6:1)(C)	14	EA	$ 4,300.00	$ 60,200.00	$ 3,800.00	$ 53,200.00	$ 1,900.00	$ 26,600.00	$ 3,300.00	$ 46,200.00
77	480-6001	CLEAN EXIST CULVERTS	2	EA	$ 2,000.00	$ 4,000.00	$ 2,400.00	$ 4,800.00	$ 4,300.00	$ 8,600.00	$ 7,300.00	$ 14,600.00
78	481-6023	PIPE (PVC)(SCH 80)(6 IN)	69	LF	$ 60.00	$ 4,140.00	$ 60.00	$ 4,140.00	$ 53.00	$ 3,657.00	$ 135.00	$ 9,315.00
79	496-6004	REMOV STR (SET)	21	EA	$ 500.00	$ 10,500.00	$ 1,400.00	$ 29,400.00	$ 1,400.00	$ 29,400.00	$ 1,250.00	$ 26,250.00
80	496-6006	REMOV STR (HEADWALL)	1	EA	$ 700.00	$ 700.00	$ 1,700.00	$ 1,700.00	$ 7,200.00	$ 7,200.00	$ 10,000.00	$ 10,000.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
81	496-6007	REMOV STR (PIPE)	480	LF	$ 20.00	$ 9,600.00	$ 40.00	$ 19,200.00	$ 27.00	$ 12,960.00	$ 43.00	$ 20,640.00
82	496-6008	REMOV STR (BOX CULVERT)	18	LF	$ 100.00	$ 1,800.00	$ 200.00	$ 3,600.00	$ 640.00	$ 11,520.00	$ 200.00	$ 3,600.00
83	496-6045	REMOV STR (FLAG POLE)	1	EA	$ 150.00	$ 150.00	$ 1,000.00	$ 1,000.00	$ 1,700.00	$ 1,700.00	$ 2,900.00	$ 2,900.00
84	500-6001	MOBILIZATION	1	LS	$ 100,000.00	$ 100,000.00	$ 160,000.00	$ 160,000.00	$ 274,000.00	$ 274,000.00	$ 300,000.00	$ 300,000.00
85	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$ 1,800.00	$ 18,000.00	$ 2,000.00	$ 20,000.00	$ 8,950.00	$ 89,500.00	$ 2,500.00	$ 25,000.00
86	506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	320	LF	$ 25.00	$ 8,000.00	$ 25.00	$ 8,000.00	$ 28.18	$ 9,017.60	$ 30.00	$ 9,600.00
87	506-6003	ROCK FILTER DAMS (INSTALL)(TY 3)	106	LF	$ 45.00	$ 4,770.00	$ 45.00	$ 4,770.00	$ 45.43	$ 4,815.58	$ 46.00	$ 4,876.00
88	506-6011	ROCK FILTER DAMS (REMOVE)	426	LF	$ 5.00	$ 2,130.00	$ 7.00	$ 2,982.00	$ 6.90	$ 2,939.40	$ 7.00	$ 2,982.00
89	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	452	SY	$ 12.00	$ 5,424.00	$ 11.00	$ 4,972.00	$ 19.84	$ 8,967.68	$ 20.00	$ 9,040.00
90	506-6024	CONSTRUCTION EXITS (REMOVE)	452	SY	$ 5.00	$ 2,260.00	$ 6.00	$ 2,712.00	$ 6.90	$ 3,118.80	$ 7.00	$ 3,164.00
91	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2549	LF	$ 2.50	$ 6,372.50	$ 3.00	$ 7,647.00	$ 2.36	$ 6,015.64	$ 2.40	$ 6,117.60
92	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2549	LF	$ 0.20	$ 509.80	$ 0.10	$ 254.90	$ 0.12	$ 305.88	$ 0.15	$ 382.35
93	506-6041	BIODEG EROSN CONTMLOGS (INSTL)(12")	4752	LF	$ 5.00	$ 23,760.00	$ 5.00	$ 23,760.00	$ 4.95	$ 23,522.40	$ 5.00	$ 23,760.00
94	506-6043	BIODEG EROSN CONTMLOGS (REMOVE)	4752	LF	$ 0.20	$ 950.40	$ 1.00	$ 4,752.00	$ 0.58	$ 2,756.16	$ 0.60	$ 2,851.20
95	508-6001	CONSTRUCTION DETOURS	481	SY	$ 90.00	$ 43,290.00	$ 100.00	$ 48,100.00	$ 65.12	$ 31,322.72	$ 77.00	$ 37,037.00
96	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	2860	LF	$ 60.00	$ 171,600.00	$ 70.00	$ 200,200.00	$ 43.30	$ 123,838.00	$ 32.00	$ 91,520.00
97	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	160	LF	$ 65.00	$ 10,400.00	$ 73.00	$ 11,680.00	$ 58.00	$ 9,280.00	$ 32.00	$ 5,120.00
98	512-6033	PORT CTB (MOVE) (LOW PROF)(TY 1)	180	LF	$ 9.00	$ 1,620.00	$ 25.00	$ 4,500.00	$ 5.00	$ 900.00	$ 15.00	$ 2,700.00
99	512-6034	PORT CTB (MOVE) (LOW PROF)(TY 2)	40	LF	$ 9.00	$ 360.00	$ 30.00	$ 1,200.00	$ 5.50	$ 220.00	$ 15.00	$ 600.00
100	512-6057	PORT CTB (REMOVE) (LOW PROF)(TY 1)	2860	LF	$ 6.00	$ 17,160.00	$ 15.00	$ 42,900.00	$ 6.50	$ 18,590.00	$ 11.00	$ 31,460.00
101	512-6058	PORT CTB (REMOVE) (LOW PROF)(TY 2)	160	LF	$ 6.00	$ 960.00	$ 20.00	$ 3,200.00	$ 8.00	$ 1,280.00	$ 11.00	$ 1,760.00
102	529-6008	CONC CURB & GUTTER (TY II)	162	LF	$ 25.00	$ 4,050.00	$ 20.00	$ 3,240.00	$ 29.00	$ 4,698.00	$ 21.00	$ 3,402.00
103	529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	1752	LF	$ 22.00	$ 38,544.00	$ 15.00	$ 26,280.00	$ 8.00	$ 14,016.00	$ 18.00	$ 31,536.00
104	530-6004	DRIVEWAYS (CONC)	2692	SY	$ 72.00	$ 193,824.00	$ 55.00	$ 148,060.00	$ 75.00	$ 201,900.00	$ 84.00	$ 226,128.00
105	530-6005	DRIVEWAYS (ACP)	3122	SY	$ 48.00	$ 149,856.00	$ 50.00	$ 156,100.00	$ 65.00	$ 202,930.00	$ 27.00	$ 84,294.00
106	531-6002	CONC SIDEWALKS (5")	1405	SY	$ 50.00	$ 70,250.00	$ 45.00	$ 63,225.00	$ 37.00	$ 51,985.00	$ 69.00	$ 96,945.00
107	531-6003	CONC SIDEWALKS (6")	1838	SY	$ 58.00	$ 106,604.00	$ 50.00	$ 91,900.00	$ 45.00	$ 82,710.00	$ 74.00	$ 136,012.00
108	531-6005	CURB RAMP (TY 2)	1	EA	$ 1,100.00	$ 1,100.00	$ 1,150.00	$ 1,150.00	$ 1,500.00	$ 1,500.00	$ 1,800.00	$ 1,800.00
109	531-6010	CURB RAMP (TY 7)	2	EA	$ 1,100.00	$ 2,200.00	$ 1,400.00	$ 2,800.00	$ 1,200.00	$ 2,400.00	$ 1,600.00	$ 3,200.00
110	610-6007	REMOVE RD IL ASM (SHOE-BASE)	2	EA	$ 300.00	$ 600.00	$ 500.00	$ 1,000.00	$ 629.10	$ 1,258.20	$ 625.00	$ 1,250.00
111	618-6016	CONDT (PVC)(SCH 40)(1")	422	LF	$ 22.00	$ 9,284.00	$ 25.00	$ 10,550.00	$ 25.00	$ 10,550.00	$ 27.00	$ 11,394.00
112	618-6033	CONDT (PVC)(SCH 40)(4")	369	LF	$ 90.00	$ 33,210.00	$ 20.00	$ 7,380.00	$ 21.00	$ 7,749.00	$ 22.00	$ 8,118.00
113	618-6034	CONDT (PVC)(SCH 40)(4")(BORE)	104	LF	$ 100.00	$ 10,400.00	$ 42.00	$ 4,368.00	$ 44.94	$ 4,673.76	$ 45.00	$ 4,680.00
114	618-6042	CONDT (PVC)(SCH 80)(1 1/4")	40	LF	$ 28.00	$ 1,120.00	$ 16.00	$ 640.00	$ 17.38	$ 695.20	$ 18.00	$ 720.00
115	620-6006	ELECT CONDR (NO.10) INSULATED	2079	LF	$ 2.50	$ 5,197.50	$ 2.00	$ 4,158.00	$ 1.56	$ 3,243.24	$ 1.50	$ 3,118.50
116	620-6007	ELEC CONDR (NO.8) BARE	40	LF	$ 3.50	$ 140.00	$ 2.50	$ 100.00	$ 2.10	$ 84.00	$ 2.10	$ 84.00
117	620-6008	ELEC CONDR (NO.8) INSULATED	80	LF	$ 4.50	$ 360.00	$ 2.50	$ 200.00	$ 2.40	$ 192.00	$ 2.40	$ 192.00
118	624-6001	GROUND BOX TY A (122311)	2	EA	$ 900.00	$ 1,800.00	$ 1,100.00	$ 2,200.00	$ 1,078.47	$ 2,156.94	$ 1,100.00	$ 2,200.00
119	624-6010	GROUND BOX TY D (162922) W/APRON	6	EA	$ 1,800.00	$ 10,800.00	$ 1,250.00	$ 7,500.00	$ 1,318.13	$ 7,908.78	$ 1,300.00	$ 7,800.00
120	628-6011	ELC SRV TY A 120/240 060(NS)SS(E)TP(O)	2	EA	$ 7,500.00	$ 15,000.00	$ 5,800.00	$ 11,600.00	$ 6,111.31	$ 12,222.62	$ 6,100.00	$ 12,200.00
121	636-6001	ALUMINUM SIGNS (TY A)	88	SF	$ 28.00	$ 2,464.00	$ 30.00	$ 2,640.00	$ 29.33	$ 2,581.04	$ 29.00	$ 2,552.00

Williamson County Road Bond Program
1706-168 - Inner Loop Improvements
HNTB Bid Tabulation
August 9, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
122	636-6007	REPLACE EXISTING ALUMINUM SIGNS (TY A)	13.75	SF	$ 28.00	$ 385.00	$ 30.00	$ 412.50	$ 29.33	$ 403.29	$ 29.00	$ 398.75
123	644-6056	IN SM RD SN SUP&AM TYTWT(1)UA(P)	6	EA	$ 500.00	$ 3,000.00	$ 500.00	$ 3,000.00	$ 431.28	$ 2,587.68	$ 524.00	$ 3,144.00
124	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	24	EA	$ 420.00	$ 10,080.00	$ 400.00	$ 9,600.00	$ 373.77	$ 8,970.48	$ 427.00	$ 10,248.00
125	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	2	EA	$ 550.00	$ 1,100.00	$ 550.00	$ 1,100.00	$ 402.52	$ 805.04	$ 550.00	$ 1,100.00
126	644-6070	RELOCATE SM RD SN SUP&AM TY S80	2	EA	$ 400.00	$ 800.00	$ 400.00	$ 800.00	$ 339.27	$ 678.54	$ 400.00	$ 800.00
127	644-6071	RELOCATE SM RD SN SUP&AM TY TWT	7	EA	$ 300.00	$ 2,100.00	$ 310.00	$ 2,170.00	$ 287.51	$ 2,012.57	$ 315.00	$ 2,205.00
128	644-6076	REMOVE SM RD SN SUP&AM	13	EA	$ 110.00	$ 1,430.00	$ 280.00	$ 3,640.00	$ 74.75	$ 971.75	$ 170.00	$ 2,210.00
129	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	29	EA	$ 60.00	$ 1,740.00	$ 60.00	$ 1,740.00	$ 74.75	$ 2,167.75	$ 63.00	$ 1,827.00
130	662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	11395	LF	$ 0.40	$ 4,558.00	$ 0.40	$ 4,558.00	$ 0.32	$ 3,646.40	$ 0.40	$ 4,558.00
131	662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	587	LF	$ 1.10	$ 645.70	$ 1.00	$ 587.00	$ 0.64	$ 375.68	$ 1.15	$ 675.05
132	662-6014	WK ZN PAV MRK NON-REMOV (W)12"(SLD)	20	LF	$ 4.50	$ 90.00	$ 4.50	$ 90.00	$ 23.00	$ 460.00	$ 4.60	$ 92.00
133	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	9732	LF	$ 0.40	$ 3,892.80	$ 0.40	$ 3,892.80	$ 0.32	$ 3,114.24	$ 0.40	$ 3,892.80
134	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	9044	LF	$ 0.65	$ 5,878.60	$ 0.70	$ 6,330.80	$ 0.86	$ 7,777.84	$ 0.70	$ 6,330.80
135	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	9657	LF	$ 0.65	$ 6,277.05	$ 0.70	$ 6,759.90	$ 0.86	$ 8,305.02	$ 0.70	$ 6,759.90
136	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	349	EA	$ 2.20	$ 767.80	$ 13.50	$ 4,711.50	$ 9.78	$ 3,413.22	$ 0.90	$ 314.10
137	662-6211	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	883	EA	$ 2.20	$ 1,942.60	$ 13.50	$ 11,920.50	$ 2.88	$ 2,543.04	$ 1.70	$ 1,501.10
138	666-6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	44	LF	$ 1.10	$ 48.40	$ 1.20	$ 52.80	$ 1.09	$ 47.96	$ 1.15	$ 50.60
139	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	932	LF	$ 1.10	$ 1,025.20	$ 1.20	$ 1,118.40	$ 0.98	$ 913.36	$ 1.15	$ 1,071.80
140	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	1205	LF	$ 1.10	$ 1,325.50	$ 1.20	$ 1,446.00	$ 0.98	$ 1,180.90	$ 1.15	$ 1,385.75
141	666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	657	LF	$ 3.50	$ 2,299.50	$ 3.40	$ 2,233.80	$ 4.89	$ 3,212.73	$ 3.40	$ 2,233.80
142	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	24	LF	$ 6.50	$ 156.00	$ 6.75	$ 162.00	$ 9.78	$ 234.72	$ 7.00	$ 168.00
143	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	121	LF	$ 6.50	$ 786.50	$ 6.75	$ 816.75	$ 9.78	$ 1,183.38	$ 7.00	$ 847.00
144	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	10	EA	$ 110.00	$ 1,100.00	$ 120.00	$ 1,200.00	$ 109.26	$ 1,092.60	$ 114.00	$ 1,140.00
145	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	25	EA	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 109.26	$ 2,731.50	$ 155.00	$ 3,875.00
146	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	6	EA	$ 150.00	$ 900.00	$ 150.00	$ 900.00	$ 132.26	$ 793.56	$ 155.00	$ 930.00
147	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	9	EA	$ 180.00	$ 1,620.00	$ 200.00	$ 1,800.00	$ 132.26	$ 1,190.34	$ 190.00	$ 1,710.00
148	666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	308	LF	$ 3.50	$ 1,078.00	$ 3.40	$ 1,047.20	$ 4.89	$ 1,506.12	$ 3.50	$ 1,078.00
149	666-6170	REFL PAV MRK TY II (W)4"(SLD)	14877	LF	$ 0.20	$ 2,975.40	$ 0.20	$ 2,975.40	$ 0.21	$ 3,124.17	$ 0.25	$ 3,719.25
150	666-6174	REFL PAV MRK TY II (W)6"(SLD)	46	LF	$ 0.20	$ 9.20	$ 0.20	$ 9.20	$ 0.31	$ 14.26	$ 0.25	$ 11.50
151	666-6176	REFL PAV MRK TY II (W)8"(DOT)	44	LF	$ 0.35	$ 15.40	$ 0.40	$ 17.60	$ 0.53	$ 23.32	$ 0.35	$ 15.40
152	666-6178	REFL PAV MRK TY II (W)8"(SLD)	2137	LF	$ 0.30	$ 641.10	$ 0.40	$ 854.80	$ 0.41	$ 876.17	$ 0.35	$ 747.95
153	666-6180	REFL PAV MRK TY II (W)12"(SLD)	657	LF	$ 1.30	$ 854.10	$ 1.50	$ 985.50	$ 3.16	$ 2,076.12	$ 1.50	$ 985.50
154	666-6182	REFL PAV MRK TY II (W)24"(SLD)	145	LF	$ 3.50	$ 507.50	$ 3.50	$ 507.50	$ 6.33	$ 917.85	$ 3.50	$ 507.50
155	666-6184	REFL PAV MRK TY II (W)(ARROW)	35	EA	$ 50.00	$ 1,750.00	$ 50.00	$ 1,750.00	$ 74.75	$ 2,616.25	$ 52.00	$ 1,820.00
156	666-6192	REFL PAV MRK TY II (W)(WORD)	15	EA	$ 60.00	$ 900.00	$ 65.00	$ 975.00	$ 109.26	$ 1,638.90	$ 63.00	$ 945.00
157	666-6205	REFL PAV MRK TY II (Y)4"(BRK)	2694	LF	$ 0.20	$ 538.80	$ 0.20	$ 538.80	$ 0.21	$ 565.74	$ 0.20	$ 538.80
158	666-6207	REFL PAV MRK TY II (Y)4"(SLD)	16994	LF	$ 0.20	$ 3,398.80	$ 0.20	$ 3,398.80	$ 0.21	$ 3,568.74	$ 0.20	$ 3,398.80
159	666-6212	REFL PAV MRK TY II (Y)12"(SLD)	308	LF	$ 1.50	$ 462.00	$ 1.50	$ 462.00	$ 3.16	$ 973.28	$ 1.50	$ 462.00
160	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	4898	LF	$ 0.80	$ 3,918.40	$ 1.00	$ 4,898.00	$ 0.48	$ 2,351.04	$ 0.90	$ 4,408.20
161	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	9671	LF	$ 0.90	$ 8,703.90	$ 1.00	$ 9,671.00	$ 0.48	$ 4,642.08	$ 1.00	$ 9,671.00
162	666-6309	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)	46	LF	$ 1.10	$ 50.60	$ 1.50	$ 69.00	$ 0.72	$ 33.12	$ 1.20	$ 55.20

Williamson County Road Bond Program
1706-168 - Inner Loop Improvements
HNTB Bid Tabulation
August 9, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
163	666-6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	828	LF	$ 0.60	$ 496.80	$ 0.70	$ 579.60	$ 0.48	$ 397.44	$ 0.65	$ 538.20
164	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1866	LF	$ 0.80	$ 1,492.80	$ 1.00	$ 1,866.00	$ 0.48	$ 895.68	$ 0.90	$ 1,679.40
165	666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	6411	LF	$ 0.80	$ 5,128.80	$ 1.00	$ 6,411.00	$ 0.48	$ 3,077.28	$ 0.90	$ 5,769.90
166	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	10583	LF	$ 0.80	$ 8,466.40	$ 1.00	$ 10,583.00	$ 0.48	$ 5,079.84	$ 0.90	$ 9,524.70
167	668-6055	PRE PM TY B (ACC PRK)(BL&WH)(W/BORDR)LG	2	EA	$ 700.00	$ 1,400.00	$ 800.00	$ 1,600.00	$ 862.55	$ 1,725.10	$ 770.00	$ 1,540.00
168	672-6007	REFL PAV MRKR TY I-C	151	EA	$ 4.50	$ 679.50	$ 4.50	$ 679.50	$ 5.18	$ 782.18	$ 5.00	$ 755.00
169	672-6009	REFL PAV MRKR TY 11-A-A	585	EA	$ 4.50	$ 2,632.50	$ 4.50	$ 2,632.50	$ 5.18	$ 3,030.30	$ 5.00	$ 2,925.00
170	677-6001	ELIM EXT PAV MRK & MRKS (4")	16488	LF	$ 1.00	$ 16,488.00	$ 0.80	$ 13,190.40	$ 1.09	$ 17,971.92	$ 0.90	$ 14,839.20
171	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	80	DAY	$ 70.00	$ 5,600.00	$ 60.00	$ 4,800.00	$ 92.01	$ 7,360.80	$ 63.00	$ 5,040.00
172	9001-9901	IMPERMEABLE LINER	9113	SY	$ 20.00	$ 182,260.00	$ 17.00	$ 154,921.00	$ 18.00	$ 164,034.00	$ 19.00	$ 173,147.00
173	9002-9901	DETENTION POND CONTROL SYSTEM	2	EA	$ 82,000.00	$ 164,000.00	$ 30,000.00	$ 60,000.00	$ 100,000.00	$ 200,000.00	$ 23,000.00	$ 46,000.00
174	9003-9901	POND ACCESS GATE	2	EA	$ 1,400.00	$ 2,800.00	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 2,300.00	$ 4,600.00
175	GT101-1	TRENCH EXCAVATION SAFETY PROTECTION SYSTEM (ALL DEPTHS)	151	LF	$ 1.00	$ 151.00	$ 5.00	$ 755.00	$ 1.00	$ 151.00	$ 6.00	$ 906.00
176	GT101-2	PIPE, 6" DIA, DUCTILE IRON CLASS 350 (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	5	LF	$ 175.00	$ 875.00	$ 80.00	$ 400.00	$ 55.00	$ 275.00	$ 590.00	$ 2,950.00
177	GT101-3	PIPE, 16" DUCTILE IRON CLASS 350 (RESTRAINED), COMPLETE IN PLACE, INCLUDING EXCAVATION AND BACKFILL	91	LF	$ 180.00	$ 16,380.00	$ 100.00	$ 9,100.00	$ 80.00	$ 7,280.00	$ 130.00	$ 11,830.00
178	GT101-4	WET CONNECTIONS 16"X16" DIA	2	EA	$ 4,000.00	$ 8,000.00	$ 4,000.00	$ 8,000.00	$ 5,000.00	$ 10,000.00	$ 3,100.00	$ 6,200.00
179	GT101-5	VALVES, GATE 16" DIA	2	EA	$ 6,500.00	$ 13,000.00	$ 7,500.00	$ 15,000.00	$ 6,200.00	$ 12,400.00	$ 7,300.00	$ 14,600.00
180	GT101-6	FIRE HYDRANT ASSEMBLY	1	EA	$ 4,800.00	$ 4,800.00	$ 4,500.00	$ 4,500.00	$ 3,500.00	$ 3,500.00	$ 5,800.00	$ 5,800.00
181	GT101-7	DUCTILE IRON FITTINGS	1.25	TON	$ 5,000.00	$ 6,250.00	$ 10,000.00	$ 12,500.00	$ 5,800.00	$ 7,250.00	$ 5,700.00	$ 7,125.00
182	GT101-8	CONCRETE TRENCH CAP, 4FT WIDTH	55	LF	$ 50.00	$ 2,750.00	$ 65.00	$ 3,575.00	$ 46.00	$ 2,530.00	$ 117.00	$ 6,435.00
183	GT101-9	ADJUST WATER VALVE BOX TO GRADE	10	EA	$ 300.00	$ 3,000.00	$ 300.00	$ 3,000.00	$ 175.00	$ 1,750.00	$ 1,800.00	$ 18,000.00
184	GT101-10	RELOCATE OR ADJUST EXISTING FIRE HYDRANT ASSEMBLY	2	EA	$ 2,500.00	$ 5,000.00	$ 2,500.00	$ 5,000.00	$ 4,000.00	$ 8,000.00	$ 1,800.00	$ 3,600.00
185	WC9030-1	LED DECORATIVE ILLUMINATION ASSEMBLY	5	EA	$ 3,500.00	$ 17,500.00	$ 4,500.00	$ 22,500.00	$ 4,733.27	$ 23,666.35	$ 4,700.00	$ 23,500.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
186	341-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	28000	DOL	$ 1.00	$ 28,000.00	$ 1.00	$ 28,000.00	$ 1.00	$ 28,000.00	$ 1.00	$ 28,000.00
187	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C-SURFACE)	30000	DOL	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
188	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	5000	DOL	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
189	999-WC01	FORCE ACCOUNT	50000	DOL	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
190	999-WC02	FORCE ACCOUNT - FIBER RELOCATION	250000	DOL	$ 1.00	$ 250,000.00	$ 1.00	$ 250,000.00	$ 1.00	$ 250,000.00	$ 1.00	$ 250,000.00
191	999-WC03	FORCE ACCOUNT - MONUMENY SIGN AND ILLUMINATION POLE	10000	DOL	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 5,440,791.00**		**$ 5,591,187.80**		**$ 5,729,158.06**		**$ 6,602,504.65**

Williamson County Road Bond Program
1706-168 - Inner Loop Improvements
HNTB Bid Tabulation
August 9, 2017

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Cash Construction Company		C.C. Carlton Industries		Joe Bland Construction		Aaron Concrete Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		ACTUAL BID PROPOSAL				$5,440,791.00		$5,591,187.80		$5,729,158.06		$6,602,504.65
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond			Yes		Yes		Yes		Yes	
		Bid Affidavit			Yes		Yes		Yes		Yes	
		Conflict of Interest Questionnaire			Yes		Yes		Yes		Yes	
		Bidder References (Minimum of Three)			Yes		Yes		Yes		Yes	

RODRIGUEZ TRANSPORTATION GROUP

August 10, 2017

Hon. Judge Dan A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626

RE: Inner Loop Improvements

Dear Judge Gattis,

On August 09, 2017 at 3:00 PM bids were received and opened at 901 South Austin Ave, Georgetown, Texas for the Inner Loop Improvements Project. Seven (7) bids were received as shown in the attached bid tabulation. A summary of the bids received are as follows:

1.	Chasco Constructors	$ 5,352,696.00
2.	MA Smith Contracting Co, Inc	$ 5,414,502.91
3.	Cox Commercial Construction	$ 5,425,134.50
4.	Cash Construction Co, Inc	$ 5,440,791.00
5.	C.C. Carlton Industries, Ltd	$ 5,591,187.80
6.	Joe Bland Construction, LP	$ 5,729,158.06
7.	Aaron Concrete Contractors, LP	$ 6,602,504.65

None of the bids contained mathematical errors. Based on the bid tabulation, it is recommended that the contract be awarded to the lowest bidder, **Chasco Constructors** in the amount of $ 5,352,696.00. Please contact me should you have any questions.

Sincerely,

Robert Carrillo, P.E.

Robert Carrillo, P.E.
Project Manager

Attachments: Bid Tabulation



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-248480

Date Filed:
08/11/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Chasco Constructors
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Solicitation 1706-168
Inner Loop Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Charles J Glace, JR. 2002 Trust	Round Rock, TX United States	X	
Anthony J. Glace 2002 Trust	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CATHERINE MICHELE HUDAK
Notary Public, State of Texas
My Commission Expires
AUGUST 11, 2018

Craig R Hunter
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Hunter, this the 11th day of August, 2017, to certify which, witness my hand and seal of office.

Catherine Hudak — Notary Public

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Commissioners Court - Regular Session **57.**

Meeting Date: 08/29/2017

Emergency Management Budget Amendment 08-24-2017

Submitted For: Melanie Denny **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

To recognize insurance proceeds and the associated expenditures related to the repair of the county vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	11,617.90

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Pam Navarrette		Started On: 08/24/2017 08:14 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **58.**

Meeting Date: 08/29/2017

Emergency Management Budget Amendment 08-29-2017

Submitted For: Melanie Denny **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

To recognize insurance proceeds and the associated expenditures related to the repair of the county vehicle.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0541.004541	Vehicle Repairs & Maint.	11,617.90

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Pam Navarrette		Started On: 08/24/2017 08:21 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **59.**

Meeting Date: 08/29/2017

Budget Amendment for General Fund Health District Department

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the General Fund in the Health District Department:

Background

Per the discussion on August 15, 2017, Williamson County has the opportunity to send additional Intergovernmental Transfer for the Uncompensated Care Program for DY 6. These additional funds are being recommended to be sent in the event that the Medicaid 1115 Waiver is not extended. This will assist in securing funds to compensate the hospitals for the County's Indigent Health program for Fiscal year 2018.
If we are able to send all of these funds up (due to be wired on Sept 7th) we will commit less than is budgeted in FY 2018 for this program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100-0630-004909	Uncompensated Care Program	$2,700,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 08:58 AM
Form Started By: Julie Kiley		Started On: 08/24/2017 08:22 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **60.**

Meeting Date: 08/29/2017

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Project Columbus Balbo
e) Mega Site
f) Texas State Gold Depository
g) Project New World

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 10:02 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2017 09:22 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **61.**

Meeting Date: 08/29/2017

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property with endangered species for mitigation purposes.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: CR 111

g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property for County Facilities.

j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.

l) Discuss the acquisition of a drainage easement for CR 108.

m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

n) Discuss the acquisition of real property for CR 278 @ Bagdad Rd.

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.

w) Discuss Cedar Hollow low water crossings and Lost River.

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 acquistiion of Real Estate for Tower Site.

aa) Discuss CR 234/CR 146 Leschber- tax lien

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Discuss possible sale of 183 A excess right of way

c) Discuss proposed sale of real estate of Blue Springs Blvd

d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.

e) Discuss wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

g) Discuss sale of County property on Ronald Reagan Blvd.

h) Discuss abandonment of County property on CR 123.

i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas

j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility

k) Discuss possible sale/disposition of a portion of CR 117.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/24/2017 10:02 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2017 09:22 AM
Final Approval Date: 08/24/2017		