NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
SEPTEMBER 12TH, 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 – 40)

5. Discuss, consider and take appropriate action on a line item transfer for Pct. 3 Constable Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003002	Const3/Vehicle Equipment	$3,170
To	0100-0553-005700	Const3/Vehicle	$3,170

6. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct Four.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003003	Const4/Radio	$6,959.14
To	0100-0554-003010	Const4/Comp Equipl	$959.14
To	0100-0554-003008	Const4/LE Equip	$6,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.004610	EMS/Rent	$5,000.00
To	0100.0540.003307	EMS/Pharmaceuticals	$5,000.00

8. 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	0545-0545-003001	Small Equipment	800.00
From	0545.0545.003100	Office Supplies	1000.00
From	0545-0545-003318	Janitorial Supplies	1000.00
From	0545-0545-003200	Medical Supplies	3000.00
From	0545-0545-004300	Courier Service	500.00
To	0545-0545-004975	Animal Medical Care	6300.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05008	L.E. Equip. >$5,000	$7,412.00
To	0100.0560.03008	L.E. Equip.	$7,412.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$27,019.56
To	0100.0475.001107	Temp Labor-Seasonal Help	$2,066.52
To	0100.0475.002010	FICA	$158.08
To	0100.0475.004232	Training, Conf., Seminars	$5,858.00
To	0100.0475.003005	Office Furniture	$2,500.00
To	0100.0475.003006	Office Equipment	$5,600.00
To	0100.0475.003010	Computer Equipment < $5,000	$7,700.00
To	0100.0475.004999	Miscellaneous	$636.96
To	0100.0475.004509	Facility Enhancements	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$7,000

To	0100.0576.005000	Capital Outlay	$7,000

12. Discuss, consider and take appropriate action on approving a line item transfer for JP4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004210	Internet	500.00
From	0100.0454.004350	Printed Materials & Binding	600.00
From	0100.0454.004410	Bond Premiums	300.00
From	0100.0454.004500	Maintenance Contracts	250.00
To	0100.0454.003901	Publications	$1650.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003524	Sublets	$15,000.00
To	0882.0882.003525	Tires, Tubes	$15,000.00
From	0882.0882.003524	Sublets	$3,000.00
To	0882.0882.003522	Batteries	$3,000.00
From	0882.0882.003301	Gasoline	$40,000.00
To	0882.0882.003523	Parts	$40,000.00
From	0882.0882.003301	Gasoline	$10,000.00
To	0882.0882.003303	Oil, Grease	$10,000.00
From	0882.0882.003001	Small Tools	$706.83
To	0882.0882.004543	Repairs To Equipment	$706.83

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

15. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (36) Computers, (29) Monitors, (18) Mice, (24) Keyboards, (5) Speakers, (15) Power cords, (2) Wireless keyboard and mouse, (7) Printers, (6) Laptops, (4) Laptop Dock, (2) Batteries, (1) Shredder, (3) VGA Cables, (2) USB Cables, (3) Monitor stands, (1) Phone, (1) Box of Misc. Keyboards and Mice, (2) File Carts, (6) Blue Recycle Bin, (1) Label Makers, (2) Calculators, (1) 2005 Ford Crown Victoria (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

16. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through sale Insurance company (2) 2013 Ford F-450's and (2) 2013 Wheeled ambulance coach boxes (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

17. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

18. Consider and take appropriate action on appointment of David Van Goethem and Robert L. Cowart as unpaid Reserve Deputy Constables for the Precinct 2 Constable's Office.

19. Consider and take appropriate action on accepting a donation of body armor ballistic plates and plate carriers for the Constable Precinct 1 office from Marlie Walker.

20. Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Teravista MUD for off-duty contracting of County Sheriff Deputies.

21. Discuss, consider and take appropriate action on accepting a donation to Williamson County Sheriff's Office from Nick Boris in the amount of $630.00.

22. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #17 in the amount of $2,450.00 to be paid from the Buyout Savings for Elevator interior upgrade.

23. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #18 in the amount of $1,747.00 to be paid from the Construction Manager's Contingency for X-Bracing Modification.

24. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

25. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

26. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Warrant study - Neenah Ave and Pearson RR. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

27. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

28. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

29. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

30. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for on call survey on various county roads. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

31. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Terracon Consultants Inc. and Williamson County dated February 2, 2015 for on call geotechnical and lab testing services. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

32. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 25, 2017 for on call utility coordination and relocation services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

33. Discuss, consider and take appropriate action on Work Authorization No 2 for On Call Professional Engineering Services under contract for Engineering Services between Freese and Nichols Inc and Williamson County Road and Bridge dated December 22, 2016.

34. Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Signal Design - CR 119 at Limmer Loop. This supplemental is to extend the expiration date to October 31, 2017. The current Work Authorization dollar amount will remain the same.

35. Receive and acknowledge Supplemental Work Authorization No. 3 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 07, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

36. Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

37. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 16 subdivision - Pct 3

38. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 16 subdivision - Pct 3

39. Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Ph 2 subdivision - Pct 3

40. Discuss, consider, and take appropriate action on approval of the final plat for the Shell West Reserve subdivision - Pct 3

REGULAR AGENDA

41. Discuss, consider and take appropriate action to recognize Cathy Atkinson as the recipient of Marillyn Albert Achievement Award from the Texas Association of Assessing Officers.

42. Discuss, consider and take appropriate action on proclamation designating the week of September 10 - 16, 2017 as "Suicide Prevention and Awareness Week" in Williamson County, Texas.

43. Discuss, consider, and take appropriate action to recognize the Williamson County and Cities Health District on their national accreditation and certification.

44. Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Acheivement in Financial Reporting for Fiscal Year 2016 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2016 from the Government Finance Officers Association:

45. Discuss, consider, and take appropriate action on passing a resolution naming September as Preparedness Month and to formally announce the launch of the WILCO Ready mobile application.

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

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

48. Discuss, consider and take appropriate action on a Supplemental No. 1 to the Professional Service Agreement (PSA) for Great Oaks Bridge Phase 1 between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program.

49. Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #19 in the amount of $577,128.00 to be paid from the Buyout Savings for Alternate #4, Vehicle Inspection Storage.

50. Discuss, consider and take appropriate action on a real estate contract with Michael and Jean Marx for right of way needed on CR 101 (Parcel 44).

51. Discuss, consider and take appropriate action on a Letter Agreement with Robert Prasatik for right of way needed on CR 101 (Parcel 14).

52. Discuss, consider and take appropriate action on a Resolution for Condemnation regarding right of way needed from Sam McFarlin on CR 101 (Parcel 27).

53. Discuss, consider and take appropriate action on a Resolution for Condemnation regarding right of way needed from Sam McFarlin on CR 101 (Parcel 28).

54. Discuss, consider and take appropriate action on a Resolution for Condemnation regarding right of way needed from Bradley and Patricia Blessing on the Seward Junction SE Loop (Parcel 11).

55. Authorize the County Judge to execute an Escrow Agreement with the San Gabriel Ridge Properties, LLC regarding Shops at San Gabriel Ridge for future traffic signals at intersection of Whitewing Drive and US 183.

56. Discuss, consider and take appropriate action on Resolution Clarifying a Resolution Authorizing the Release and Vacation of a Portion of the Right of Way for County Road 117.

57. Discuss, consider, and take any appropriate action for adoption and implementation of policies, guidelines, and procedures for the Williamson County Facilities and the Road & Bridge Departments regarding project and roadwork signs to limit such signage to informing the public of the precinct number and relevant information such as funding sources or other governmental entities involved in project(s) without naming specific local elected officials in order to meet legal compliance with Tex. Elec. Code Section 255.003, which prohibits the use of public funds for any political advertising or promotion. Proposed policy would exempt small signs for office suites and building historical markers giving information on the commissioners court administration that completed the building project.

58. Discuss, consider and take any appropriate action regarding First Amended Billing and Accounts Receivable Service Agreement with DM Medical Billings, LLC to support operations of Williamson County EMS.

59. Discuss, consider take appropriate action on authorizing the County Judge to execute the Seton Healthcare Family – Seton Cancer Screening Administrative Letter of Agreement for Mobile Mammography Services to be provided for covered members during the Williamson County Annual Benefit Fair that will be held on September 28, 2017 at the San Gabriel Community Center in Georgetown, TX.

60. Discuss, consider and take appropriate action on removing Deputy Director position from the EMS Department (0540) General Fund budget.

61. Discuss, consider and take appropriate action on moving five (5) DSRIP funded Paramedic positions into the EMS Department (0540) General Fund budget for five (5) EMS funded Paramedic positions.

62. Discuss, consider and take appropriate action on moving two (2) EMS Captains currently funded through DSRIP project into the EMS Department (0540) General Fund budget.

63. Discuss, consider and take appropriate action on line item changes for the EMS Department (0540) budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	01-0100-001100	FT Salaries (Medics)	$80,321.63
TO	01-0100-001100	FT Salaries (Captains)	$212,541.08
FROM	01-0100-001100	FT Salaries (EMS Dep. Director	$154,922.46
FROM	01-0100-00409	Non-Departmental Unallocated	$137,940.25

64. Discuss, consider and take appropriate action on moving $148,000 for replacement vehicles from MOT Department (0341) and moving to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

65. Discuss, consider and take appropriate action on salaries, fringes and associated costs of $234,301.74 for three (3) FTE's from MOT Department (0341) in Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

66. Discuss, consider and take appropriate action on resolution in support of Williamson County grant match to Bluebonnet Trails Community Services for a 12-bed Crisis Stabilization Unit available through State of Texas grant funding provided through HB 13 enacted during the 85th Legislative Session.

67. Discuss, consider and take appropriate action on moving delta of $56,000 from Non-Departmental (0409) Unallocated to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

68. Discuss, consider and take appropriate action on eliminating the Deputy Director Of Emergency Medical Services Position in the amount of $154,922.46, adding two Captain's positions funding to the EMS budget for the full calendar year amount of $212,541.08, transferring $64,724.57 to the EMS budget from the Unallocated Budget in 409 to cover the delta cost of the five paramedics to staff the new Cedar Park station, and transferring $57,618.62 from the Unallocated Budget in 409 to the EMS budget to cover the delta in difference of the items listed.

69. Discuss the authorization to establish a Williamson County Local Provider Participation Fund (LPPF) legislation passed during the 85th Legislative Session and discuss a request to use LPPF funds as Inter Governmental Transfer (IGT) to access unallocated Delivery System Reform Incentive Payment (DSRIP) funds.

70. Discuss, consider and take appropriate action on approving an Interlocal Cooperation Agreement with Williamson County and Cities Heath District for Influenza Immunization Program for Fiscal Year 2018.

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

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

73. Discuss, consider and take appropriate action on approving updates to the Employee Policy Manual.

74. Discuss, consider, and take appropriate action on raising the waiver exempting the County Judge's approval of electronic requisitions from $2,000 to $5,000.

75. Discuss, consider, and take appropriate action on approving annual request to exempt from competitive bidding/proposal requirements pursuant to Tex.Loc. Gov't Code $262024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY2017/2018 based on criteria and definitions provided by the Williamson County Purchasing Agent.

76. Discuss, consider, and take appropriate action on awarding IFB# 1707-177, for Hauling Services to the lowest and best bidders, Statewide Materials Transport Ltd. as primary vendor and Lewis Clark Trucking, LLC. as secondary vendor.

77. Discuss, consider, and take appropriate action on awarding IFB# 1707-173, for Wilco Annex and Children's Advocacy Center Fog Seal to the lowest and best bidder, Alpha Paving, and authorizing the execution of service agreement.

78. Discuss, consider, and take appropriate action on authorizing the extension of Landscape Maintenance for the County per contract #1506-077, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018, with Red White Greenery.

79. Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping services for the Sheriffs' Office Firing Range in Hutto.

80. Discuss, consider, and take appropriate action on awarding RFQ# 1704-155, for Professional Engineering Services for CR 366 Widening to the best qualifying firm, Garver LLC., and authorizing the execution of the professional services agreement.

81. Discuss, consider and take appropriate action on awarding RFP # 1707-172 Tennis Pro Manager - Southwest Williamson County Regional Park, to the highest scoring proposer Rippner Tennis.

82. Discuss, consider, and take appropriate action on awarding IFB# 1708-183, for Cross Culvert Replacement to the lowest and best bidder, DeNucci Constructors LLC., and authorizing the execution of service agreement.

83. Discuss, consider, and take appropriate action on awarding IFB# 1708-178 Flexible Base Materials to the lowest and best bidders JGM Aggregates LLC as primary vendor, Heartland Quarries, LLC as secondary vendor, and Central Texas Stone and Aggregate as tertiary vendor.

84. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Asphalt Emulsions Services under IFB #1708-188.

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)."

85. 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
h) Coop District Development

86. 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.

87. 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.

88. 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).

89. 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)

90. Discuss and take appropriate action concerning economic development.

91. Discuss and take appropriate action concerning real estate.

92. 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.

93. 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.

94. Comments from Commissioners.

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Dan A. Gattis, County Judge

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

Commissioners Court - Regular Session **5.**

Meeting Date: 09/12/2017

Line Item Transfer 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 on a line item transfer for Pct. 3 Constable Office.

Background

Shortfall of funds for new vehicle equipment & lighting installation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0553-003002	Const3/Vehicle Equipment	$3,170
To	0100-0553-005700	Const3/Vehicle	$3,170

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:41 AM
Budget Office	Ashlie Koenig	08/31/2017 08:58 AM
Form Started By: Theresa Lock		Started On: 08/29/2017 01:03 PM
Final Approval Date: 08/31/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/12/2017

Discuss and consider approving a line item transfer for Constable Precinct Four

Submitted By: Mark Birchard, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct Four.

Background

To transfer $959.14 to computer equipment from Radio, to cover the purchase causing a deficit to Comp Equip.

To transfer $6000.00 to LE Equipment to purchase AED's, Opioid Overdose kits, and other officer safety items to prevent health risks to our deputies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0554-003003	Const4/Radio	$6,959.14
To	0100-0554-003010	Const4/Comp Equip	$959.14
To	0100-0554-003008	Const4/LE Equip	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:41 AM
Budget Office	Ashlie Koenig	08/31/2017 09:05 AM
Form Started By: Mark Birchard		Started On: 08/29/2017 01:57 PM
Final Approval Date: 08/31/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/12/2017

WCEMS LIT for Pharmaceuticals

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer request to provide additional funds for the remainder of FY 17 for projected pharmaceutical supply in EMS system.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.004610	EMS/Rent	$5,000.00
To	0100.0540.003307	EMS/Pharmaceuticals	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:41 AM
Budget Office	Ashlie Koenig	08/31/2017 09:05 AM
EMS (Originator)	Michael Knipstein	09/05/2017 08:30 AM

Form Started By: Michael Knipstein Started On: 08/30/2017 12:44 PM

Final Approval Date: 09/05/2017

Commissioners Court - Regular Session **8.**

Meeting Date: 09/12/2017

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	0545-0545-003001	Small Equipment	800.00
From	0545.0545.003100	Office Supplies	1000.00
From	0545-0545-003318	Janitorial Supplies	1000.00
From	0545-0545-003200	Medical Supplies	3000.00
From	0545-0545-004300	Courier Service	500.00
To	0545-0545-004975	Animal Medical Care	6300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2017 10:02 AM
Budget Office	Ashlie Koenig	09/07/2017 11:30 AM
Form Started By: Cheryl Schneider		Started On: 09/01/2017 04:25 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/12/2017

Line Item Transfer

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 line item transfer is needed in order to cover equipment purchased for Swift Water Team that was assisting with Hurricane Harvey.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.05008	L.E. Equip. >$5,000	$7,412.00
To	0100.0560.03008	L.E. Equip.	$7,412.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Budget Office	Ashlie Koenig	09/07/2017 11:30 AM
Form Started By: Peggy Braun		Started On: 09/06/2017 10:08 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/12/2017

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.004902	Co Atty Leg Supp	$27,019.56
To	0100.0475.001107	Temp Labor-Seasonal Help	$2,066.52
To	0100.0475.002010	FICA	$158.08
To	0100.0475.004232	Training, Conf., Seminars	$5,858.00
To	0100.0475.003005	Office Furniture	$2,500.00
To	0100.0475.003006	Office Equipment	$5,600.00
To	0100.0475.003010	Computer Equipment < $5,000	$7,700.00
To	0100.0475.004999	Miscellaneous	$636.96
To	0100.0475.004509	Facility Enhancements	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:51 AM
Budget Office	Ashlie Koenig	09/07/2017 11:39 AM

Form Started By: Stephanie Lloyd Started On: 09/06/2017 12:54 PM

Final Approval Date: 09/07/2017

Commissioners Court - Regular Session **11.**

Meeting Date: 09/12/2017

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

Juvenile Services it requesting a line item transfer based on current YTD expenditures and anticipated expenditures for the remainfer for FY17. We were budgeted to upgrade our camera system and the cost came in a little higher than anticipated.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$7,000
To	0100.0576.005000	Capital Outlay	$7,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:33 AM
Budget Office	Ashlie Koenig	09/07/2017 11:42 AM
Form Started By: John Pelczar		Started On: 09/07/2017 11:12 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/12/2017

Line Item Transfer

Submitted For: Judy Hobbs **Submitted By:** Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for JP4.

Background

This request is to provide sufficient funds for remainder of FY17 to cover funding to approve payment of invoices for updated publications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.004210	Internet	500.00
From	0100.0454.004350	Printed Materials & Binding	600.00
From	0100.0454.004410	Bond Premiums	300.00
From	0100.0454.004500	Maintenance Contracts	250.00
To	0100.0454.003901	Publications	$1650.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:45 AM
Budget Office	Wendy Coco	09/08/2017 08:11 AM
Form Started By: Jessica Schmidt		Started On: 09/01/2017 09:35 AM
Final Approval Date: 09/08/2017		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/12/2017

09-12-2017 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Fleet Maintenance

Department: Fleet Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

These funds are requested to provide sufficient financials to enable continuity of Fleet Service Operations for the remainder of the fiscal year. We have seen a steady flow of incoming maintenance and repairs, as well as those requested in support of Hurricane Harvey relief operations.

We also have two service jacks for heavy equipment that are in need of immediate repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003524	Sublets	$15,000.00
To	0882.0882.003525	Tires, Tubes	$15,000.00
From	0882.0882.003524	Sublets	$3,000.00
To	0882.0882.003522	Batteries	$3,000.00
From	0882.0882.003301	Gasoline	$40,000.00
To	0882.0882.003523	Parts	$40,000.00
From	0882.0882.003301	Gasoline	$10,000.00
To	0882.0882.003303	Oil, Grease	$10,000.00
From	0882.0882.003001	Small Tools	$706.83
To	0882.0882.004543	Repairs To Equipment	$706.83

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:59 AM
Budget Office	Ashlie Koenig	09/07/2017 12:06 PM
Form Started By: Edward Pospisil		Started On: 09/07/2017 11:04 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/12/2017

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)	Tara Raymore	09/07/2017 10:39 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:51 AM
Form Started By: Kristy Sutton		Started On: 09/07/2017 09:49 AM
Final Approval Date: 09/07/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
District Attorney	71	14087	$97,786.52	$110,892.52	$13,106.00	13.40%	Title, Grade change, increase salary as approved during budget: DA Felony Prosecutor III (B.38) to DA Trial Division Chief (B.40)	0409 Non-Departmental	10/1/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **15.**

Meeting Date: 09/12/2017

Asset Auction 9/12/2017

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 (36) Computers, (29) Monitors, (18) Mice, (24) Keyboards, (5) Speakers, (15) Power cords, (2) Wireless keyboard and mouse, (7) Printers, (6) Laptops, (4) Laptop Dock, (2) Batteries, (1) Shredder, (3) VGA Cables, (2) USB Cables, (3) Monitor stands, (1) Phone, (1) Box of Misc. Keyboards and Mice, (2) File Carts, (6) Blue Recycle Bin, (1) Label Makers, (2) Calculators, (1) 2005 Ford Crown Victoria (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	09/07/2017 10:51 AM
Form Started By: Jayme Jasso		Started On: 09/06/2017 08:43 AM
Final Approval Date: 09/07/2017		

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)
	See Attached			

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature 8/21/17 Date

Contact Person:

John Gordon
Print Name

+1 (512) 943-3303
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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* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

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

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

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 8/21/17

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell OptiPlex 780	HXW8XL1	C02702	Working
2	Dell OptiPlex 780	2YW8XL1	C02679	Working
3	Dell OptiPlex 780	4ZQXBP1	N/A	Working
4	Dell OptiPlex 780	5ZYW8XL1	C02694	Working
5	Dell OptiPlex 780	JXYW8XL1	C02700	Working
6	Dell OptiPlex 780	8YW8XL1	C02709	Working
7	Dell OptiPlex 780	7ZW8XL1	C02690	Working
8	Dell OptiPlex 780	CHQKNM1	C02820	Working
9	Dell OptiPlex 780	934S9P1	C02960	Working
10	Dell OptiPlex 780	935N9P1	C02951	Working
11	Dell OptiPlex 780	932S9P1	C02983	Working
12	Dell OptiPlex 780	934M9P1	C02982	Working
13	Dell OptiPlex 780	1ZW8XL1	C02703	Working
14	Dell OptiPlex 780	933Q9P1	C02953	Working
15	Dell OptiPlex 790	7D3WLS1	c03277	Working
16	Dell OptiPlex 740	9TWD6J1	C02231	Working
17	Dell OptiPlex 740	CLJWQF1	C01857	Working
18	Dell OptiPlex 740	8TWD6J1	C02206	Working
19	Dell OptiPlex 740	BSWD6J1	C02212	Working
20	Dell OptiPlex 740	HQWD6J1	C02224	Working
21	Dell OptiPlex 740	1RWD6J1	C02216	Working
22	Dell OptiPlex 740	G4TQCG1	C01252	Working
23	Dell OptiPlex 740	DNJWQF1	C01868	Working
24	Dell OptiPlex 740	BNJWQF1	C01866	Working
25	Dell OptiPlex 740	F4TQCG1	C01249	Working
26	Dell OptiPlex 740	1SWD6J1	C02208	Working
27	Dell OptiPlex 740	3PJWQF1	C01863	Working
28	Dell OptiPlex GX520	2Y4PYB1	C01352	Working
29	Dell Monitor 1708FPb	CN-0G302H-74261-8B0-59ES	N/A	Working
30	Dell Monitor 1708FPb	CN-0G302H-74261-8B0-052S	N/A	Working
31	Dell Monitor 1708FPb	CN-0G302H-74261-8B0-58VS	N/A	Working
32	Dell Monitor 1708FPb	CN0FP816-74261-79Q-4AYS	N/A	Working
33	Dell Monitor 1708FPb	CN0FP816-74261-79Q-4TPS	N/A	Working
34	Dell Monitor 1708FPb	CN-0G302H-74261-8B0-59DS	N/A	Working
35	Dell Monitor 1708FPb	CN-0CC280-71618-677-ADFN	N/A	Working
36	Dell Monitor 1708FPb	CN-0C730C-71623-8CF-1084	N/A	Working
37	Dell Monitor 1708FPb	CN-0C730C-71623-8CF-1093	N/A	Working
38	Dell Monitor 1708FPb	CN-0C730C-71623-9CB-2728	N/A	Working
39	Dell Monitor 1708FPb	CN-0C730C-71623-0AE-1586	N/A	Working
40	Dell Monitor 1708FPb	CN-OFP816-74261-79Q-4TNS	N/A	Working
41	Dell Monitor 1708FPb	CN-0C730C-71623-9CB-2714	N/A	Working
42	Dell Monitor 1708FPb	CN-0C730C-71623-096-1647	N/A	Working
43	Dell Monitor 1704FPTt	CN-0Y4299-71618-4B3-BCLH	N/A	Working
44	Dell Monitor 170Sb	CN-0C730C-71623-2BM-3668	N/A	Working
45	Dell Monitor 170Sb	CN-0C730C-71623-2BM-3620	N/A	Working
46	Dell Monitor 170Sb	CN-0C730C-71623-9CB-2694	N/A	Working
47	Dell Monitor P170St	CN-0C2JMK-74445-086-B0KU	N/A	Working
48	Dell Monitor P170St	CN-0C2JMK-74445-0BA-B0RU	N/A	Working
49	Dell Monitor P170St	CN-0C2JMK-74445-0C4-107U	N/A	Working

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50	Dell Monitor P170St	CN-0C2JMK-74445-0BA-AV2U	N/A	Working
51	Dell Wired Mouse	N/A	N/A	Working
52	Dell Wired Mouse	N/A	N/A	Working
53	Dell Wired Mouse	N/A	N/A	Working
54	Dell Wired Mouse	N/A	N/A	Working
55	Dell Wired Mouse	N/A	N/A	Working
56	Dell Wired Mouse	N/A	N/A	Working
57	Dell Wired Mouse	N/A	N/A	Working
58	Dell Wired Mouse	N/A	N/A	Working
59	Dell Wired Mouse	N/A	N/A	Working
60	Dell Wired Mouse	N/A	N/A	Working
61	Dell Wireless Mouse	N/A	N/A	Not working
62	Dell Wireless Mouse	N/A	N/A	Not working
63	Dell Wireless Mouse	N/A	N/A	Not working
64	Dell Wired Mouse	N/A	N/A	Working
65	Dell Wired Mouse	N/A	N/A	Working
66	Dell Wired Mouse	N/A	N/A	Working
67	Dell Wired Mouse	N/A	N/A	Working
68	Dell Wired Keyboard	SK-8115	N/A	Working
69	Dell Wired Keyboard	SK-8115	N/A	Working
70	Dell Wired Keyboard	SK-8115	N/A	Working
71	Dell Wired Keyboard	SK-8115	N/A	Working
72	Dell Wired Keyboard	SK-8115	N/A	Working
73	Dell Wired Keyboard	SK-8115	N/A	Working
74	Dell Wired Keyboard	SK-8115	N/A	Working
75	Dell Wired Keyboard	SK-8115	N/A	Working
76	Dell Wired Keyboard	SK-8115	N/A	Working
77	Dell Wired Keyboard	SK-8115	N/A	Working
78	Dell Wired Keyboard	SK-8115	N/A	Working
79	Dell Wired Keyboard	SK-8115	N/A	Working
80	Dell Wired Keyboard	SK-8115	N/A	Working
81	Dell Wired Keyboard	KB-212-B	N/A	Working
82	Dell Wired Keyboard	KB-212-B	N/A	Working
83	Dell Wired Keyboard	KB-212-B	N/A	Working
84	Dell Wired Keyboard	KB-212-B	N/A	Working
85	Dell Wireless Keyboard	MK700	N/A	Working
86	Dell Wireless Keyboard	MK700	N/A	Working
87	Dell Wireless Keyboard	MK700	N/A	Working
88	Dell Wireless Keyboard	MX3200	N/A	Not working
89	Dell Wireless Keyboard	MX3200	N/A	Not working
90	Dell Wireless Keyboard	MX3200	N/A	Working
91	Dell Speakers A215	N/A	N/A	Working
92	Dell Speakers A215	N/A	N/A	Working
93	Dell Speakers	N/A	N/A	Working
94	Dell Speakers	N/A	N/A	Working
95	Dell Speakers	N/A	N/A	Working
96	Dell Speakers	N/A	N/A	Working
97	Power Cords	N/A	N/A	Working
98	Power Cords	N/A	N/A	Working
99	Power Cords	N/A	N/A	Working
100	Power Cords	N/A	N/A	Working
101	Power Cords	N/A	N/A	Working
102	Power Cords	N/A	N/A	Working
103	Power Cords	N/A	N/A	Working

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104	Power Cords	N/A	N/A	Working
105	Power Cords	N/A	N/A	Working
106	Power Cords	N/A	N/A	Working
107	Power Cords	N/A	N/A	Working
108	Power Cords	N/A	N/A	Working
109	Power Cords	N/A	N/A	Working
110	Power Cords	N/A	N/A	Working
111	Wireless Keyboard and Mouse USB Adapter	N/A	N/A	Working
112	Cordless iTocuh Keyboard and Mouse	MCT24602247	N/A	Working
113	Dell Model M782 CRT Monitor	MY-08G157-47603-27F-BBHT	N/A	Working
114	InkJet Printer HP DeskJet 5940	C9017A	N/A	Working
115	hp lASERjET 1200	CNBJJ01551	N/A	Working
116	Laptop Power Brick Model DA90PM111	CN-00W6KV-48661-2CK-0432	N/A	Working
117	Laptop Power Brick Model DA90PM111	CN-0DF266-71615-03M-5564	N/A	Working
118	Laptop Power Brick Model DA90PM111	CN-0DF266-71615-8BT-0EEB	N/A	Working
119	PR02X Dell Laptop Dock	2.28287E+12	N/A	Not Working
120	Dell 4M529 Laptop Battery	N/A	N/A	Not working
121	Dell MY50X Laptop Battery	N/A	N/A	Not working
122				
123				
124				
125				

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WILLIAMSON COUNTY, TEXAS

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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, 5130cdn Printer	Serial #0933833840, Srvc Tag #F4MV3P1		Working

Parties involved:

FROM (Transferor Department): Emergency Communications 581

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wright
Print Name

Signature 8 16 17 Date

Contact Person:

Michael Wright
Print Name

+1 (512) 864-8237
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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* 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

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	Swingline , DX20-19 Shredder	YL21845H	03259	Non-Working
1	HP Laser Jet 4250n	I00129	N/A	Non-Working

Parties involved:

FROM (Transferor Department): Sheriff's Office - 560

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief Deputy Tim Ryle
Print Name

T Ryle
Signature

Date

Contact Person:

Paul Swisher
Print Name

943-3373
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 24 2017

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

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
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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)
	See Attached List			

AUG 2 9 2017

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

John Gordon
Print Name

+1 (512) 943-3303
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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Forward to County Auditor's Office

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

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

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 8/25/17

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell OptiPlex 780	GZW8XL1	C02707	Working
2	Dell OptiPlex 780	GXW8XL1	C02689	Working
3	Dell OptiPlex 740	8QWD6J1	C02215	Working
4	Dell OptiPlex 740	HRWD6J1	C02223	Working
5	Dell Monitor 170Sb	CN-OTJKG1-74261-21G-1GKU	N/A	Working
6	Dell Monitor 170Sb	CN-OTJKG1-74261-21G-079U	N/A	Working
7	Dell Monitor 170Sb	CN-0C2JMK-74445-0B6-BA8U	N/A	Working
8	Dell Monitor 1708FPb	CN-0G302H-74261-8BO-590S	N/A	Working
9	Dell Monitor P1704FPTt	CN-0Y4299-71618-55U-AB4A	N/A	Working
10	Dell Wired Keyboard	SK-8115	N/A	Working
11	Dell Wired Mouse	N/A	N/A	Working
12	Dell Wired Mouse	N/A	N/A	Working
13	Dell Wired Keyboard	SK-8115	N/A	Working
14	Power Cords	N/A	N/A	Working
15	Power Cords	N/A	N/A	Working
16	VGA Cable	N/A	N/A	Working
17	VGA Cable	N/A	N/A	Working
18	VGA Cable	N/A	N/A	Working
19	USB Uplink cable	N/A	N/A	Working
20	USB Uplink cable	MCT24602247	N/A	Working
21	Dell Laptop Docking Station and Monitor Stand	N/A	N/A	Working
22	Dell Laptop Docking Station and Monitor Stand	N/A	N/A	Working
23	Dell Laptop Docking Station and Monitor Stand	N/A	N/A	Working
24				

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	LATITUDE D820	HDDR3CQ		Working
1	LATITUDE D620	HT4LDC1		Working
1	Latitude E6400	JOPM3J1		Working

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY
Print Name

Signature 8/29/17 Date

Contact Person:

HOLLY SHELL
Print Name

+1 (512) 943-1450
Phone Number

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

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

Print Name

Signature Date

Contact Person:

AUG 30 2017

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

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FrmAudA3CF01 revision 07/2014

Williamson County
Asset Status Change Form

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- ○ 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 OfficeJet 4630 Printer	CN53E5B0ZD	N/A	Non-Working
1	Canon Pixma Printer	K10393	N/A	Non-Working
1	Avaya Phone	041641155453	N/A	Non-Working
1	Dell Monitor	CN-0D176P-64180-OBQ-1PYS	N/A	Non-Working
1	Dell Monitor	CN-ONWXTG-72872-33R-C5RL	N/A	Working

Parties involved:

FROM (Transferor Department): Purchasing

Transferor - Elected Official/Department Head/ Authorized Staff:

Randy Barker
Print Name

Signature Date

Contact Person:

Gary Stone
Print Name

+1 (512) 943-3553
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

AUG 3 0 2017

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 Optiplex 790	9VXKTV1	CO3306	Working
1	Dell Optiplex 790	9VXLLV1	CO3305	Working
1	Dell Optiplex 7010	2YLS212	N/A	Working
1	Dell Optiplex 7010	4520FX1	N/A	Working
1	Misc Keyboards, Mice, Cords, Etc.	None	N/A	Working

Parties involved:

FROM (Transferor Department): Purchasing

Transferor - Elected Official/Department Head/ Authorized Staff:

Randy Barker
Print Name

Signature Date

Contact Person:

Gary Stone
Print Name

+1 (512) 943-3553
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:

AUG 30 2017

Print Name

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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)
2	File Cart	None	N/A	Working
6	Blue Recycle Bin	None	N/A	Working
1	Zebra Label Maker	PT-1280	N/A	Non-Working
2	Calculator	None	N/A	Working
				Working

Parties involved:

FROM (Transferor Department): Purchasing

Transferor - Elected Official/Department Head/ Authorized Staff:

Randy Barker
Print Name

Signature Date

Contact Person:

Gary Stone
Print Name

+1 (512) 943-3553
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

AUG 30 2017

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FrmAudASCF01 revision 07/2014

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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	HP Color LazserJet CP1518ni	VNB0411102		Working

Parties involved:

FROM (Transferor Department): WCEC 0581

Transferor - Elected Official/Department Head/ Authorized Staff:

Michael Wright
Print Name

Signature 8/31/2017 Date

Contact Person:

Ken Malgren
Print Name

2088306290
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:

SEP - 1 2017

Print Name

Phone Number

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Forward to County Auditor's Office

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

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

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Vehicle has reached the operational life expectancy and is ready for auction.
Department	541 - Emergency Management
County VIN/Serial Number	2FAFP71W75X123598
Equipment/Door Number	GA0515
License Plate	1148416
Year	2005
Make	Ford
Model	Crown Victoria
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Gregory Williams 8/16/2017 9:54 AM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/15/2017 10:48 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 8/23/2017 8:53 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 8/25/2017 11:01 AM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/28/2017 11:26 AM

Commissioners Court - Regular Session **16.**

Meeting Date: 09/12/2017

Asset Insurance Claim 9/12/2017

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 sale Insurance company (2) 2013 Ford F-450's and (2) 2013 Wheeled ambulance coach boxes (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Insurance Claim 1

Insurance Claim 2

Insurance Claim 3

Insurance Claim 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:51 AM
Form Started By: Jayme Jasso		Started On: 09/06/2017 08:58 AM
Final Approval Date: 09/07/2017		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Trade in for new assets of same general type for the county.
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT5DEA51960
Equipment/Door Number	ET1361
License Plate	116-5655
Year	2013
Make	Ford
Model	F-450
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/17/2017 2:27 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Box 8361WC mounted to vehicle
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2017 3:11 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/24/2017 9:44 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 8/25/2017 10:34 AM
To be completed by Purchasing Department	
Fleet Comments	Box 8361WC mounted to vehicle
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/28/2017 11:20 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Trade-in for new assets of same general type for the county
Department	540 - EMS
County VIN/Serial Number	1FDUF4GT7DEA51961
Equipment/Door Number	ET1362
License Plate	116-5656
Year	2013
Make	Ford
Model	F-450
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/17/2017 2:22 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Box 8362WC mounted to vehicle
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2017 3:07 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/24/2017 9:29 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 8/25/2017 10:03 AM
To be completed by Purchasing Department	
Fleet Comments	Box 8362WC mounted to vehicle
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/28/2017 11:13 AM

Human Resources

Created by Williamson County Technology Services

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Trade in for new assets of same general type for the county. Box is mounted to ET1361. These boxes are affixed to the ambulance being traded in.
Department	540 - EMS
County VIN/Serial Number	331036
Equipment/Door Number	8361WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance Box
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/17/2017 2:29 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Mounted to ET1361
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2017 3:14 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/24/2017 4:23 PM
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 8/25/2017 10:56 AM
To be completed by Purchasing Department	
Fleet Comments	Mounted to ET1361
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/28/2017 11:23 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Comments	Trade in for new assets of same general type for the county. Box is mounted to ET1362. To be traded in with ambulance.
Department	540 - EMS
County VIN/Serial Number	331037
Equipment/Door Number	8362WC
License Plate	NA
Year	2013
Make	Wheeled Coach
Model	Ambulance Box
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Mike Knipstein 8/17/2017 2:25 PM
Department Transfer	
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Mounted to ET1362
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2017 3:01 PM
To be completed by HR - Signature acknowledges that there all paperwork has been received and there are no pending litigations	
Authorizing HR Employee Digital Signature	✔ Heather Kirkwood 8/24/2017 9:34 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 8/25/2017 10:10 AM
To be completed by Purchasing Department	
Fleet Comments	Mounted to ET1362
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 8/28/2017 11:17 AM

Commissioners Court - Regular Session **17.**

Meeting Date: 09/12/2017

Waive penalty and interest to customers as requested by the Tax Assessor/Collector

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of the taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency."

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waiver Requests

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/29/2017 07:56 AM
Form Started By: Judy Kocian		Started On: 08/28/2017 02:36 PM
Final Approval Date: 08/29/2017		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

Waiver Requests for 2016 Penalty & Interest

August 17, 2017

In accordance with Section 33.011 of the Texas Property Tax Code, " The Governing Body of a taxing unit shall waiver penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayers knows or should know of delinquency."

Property ID#	Name	P&I Amount	Relevant Code
R034168	Lluis, Roland & Carol	$25.51	33.011(h)(2)
R477906	Milne, Richard & Moira	$110.31	33.011(h)(2)
R024444	Adame, Jose	206.12 (P&I) $202.69 (Atty fees)	33.011(a)(1)
P480173	Hand & Stone Massage and Facial Spa	138.70 (P&I) 20.81 (Atty fees)	33.011(h)(2)

8/28/17
Approved by/Date

8/28/17
Approved by/Date

Commissioners Court - Regular Session **18.**

Meeting Date: 09/12/2017

Consider and take appropriate action on appointment of David Van Goethem and Robert L. Cowart as unpaid Reserve Deputy Constables for the Precinct 2

Submitted By: Tammy Smith, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on appointment of David Van Goethem and Robert L. Cowart as unpaid Reserve Deputy Constables for the Precinct 2 Constable's Office.

Background

David Van Goethem is a licensed Texas Peace Officer with 8 1/2 years of experience and has successfully completed background checks. He has 30 years of military service and is currently a member of the Texas National Guard. David is a full-time employee of Dell Computer Corporation where he serves as a Field Services Manager. Mr. Van Goethem is a 17-year resident of Williamson County.

Robert L. Cowart is a licensed Texas Peace Officer with 16 years of experience and has successfully completed background checks. He has 16 years of military service and is currently an active duty member of the Texas National Guard. Mr. Cowart is a 7-year resident of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

resume-Van Goethem

resume-Cowart

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:59 AM
Form Started By: Tammy Smith		Started On: 09/07/2017 11:15 AM
Final Approval Date: 09/07/2017		

RESERVE DEPUTY CONSTABLE

DAVID VAN GOETHEM

David was born in Phoenix, Arizona on July 18, 1969. David and his wife, Amy are parents to five children, including a set of 3-year old twins. They have been residents of Hutto, in Williamson County for the last 17 years.

David has been a member of the U.S. Army since 1987, serving in the regular Army, Army Reserves and currently with the Texas National Guard where he is a senior NCO instructor.

David earned an Associate's Degree in Justice Administration from Northern Virginia College in 1998 and a Bachelor of Arts in Criminal Justice from St. Edwards University, Austin in 2006.

David graduated from the CAPCOG Academy and obtained his Texas Peace Officer's License in 2009. David was employed as Police Officer with the City of Elgin, Texas in both full-time and reserve capacity from 2010 through 2017.

David has been an employee of Dell Computer Corporation in Austin since 2012. David serves as a Services Field Manager responsible for Personnel Management.

RESERVE DEPUTY CONSTABLE

DAVID VAN GOETHEM

David was born in Phoenix, Arizona on July 18, 1969. David and his wife, Amy are parents to five children, including a set of 3-year old twins. They have been residents of Hutto, in Williamson County for the last 17 years.

David has been a member of the U.S. Army since 1987, serving in the regular Army, Army Reserves and currently with the Texas National Guard where he is a senior NCO instructor.

David earned an Associate's Degree in Justice Administration from Northern Virginia College in 1998 and a Bachelor of Arts in Criminal Justice from St. Edwards University, Austin in 2006.

David graduated from the CAPCOG Academy and obtained his Texas Peace Officer's License in 2009. David was employed as Police Officer with the City of Elgin, Texas in both full-time and reserve capacity from 2010 through 2017.

David has been an employee of Dell Computer Corporation in Austin since 2012. David serves as a Services Field Manager responsible for Personnel Management.

Commissioners Court - Regular Session **19.**

Meeting Date: 09/12/2017

Donation

Submitted By: Vincent Cherrone, Constable Pct. #1

Department: Constable Pct. #1

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 1 office from Marlie Walker.

Background

Ms. Walker is donating a total of 9 sets of HESCO body armor ballistic plates with 9 CONDOR ballistic plate carriers to the Precinct 1 Constable Office. The ballistic plates are capable of defeating multiple hits from rifle calibres 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 in cluding the Williamson County Sheriff's Office and Constable's Offices. The donation will have no financial impact to the County.

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	09/06/2017 09:20 AM
Form Started By: Vincent Cherrone		Started On: 09/06/2017 09:02 AM
Final Approval Date: 09/06/2017		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/12/2017

MUD Standard Agreement for County Sheriff

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the Standard Agreement with Teravista MUD for off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Teravista to contract County Deputies in a private capacity and the County to invoice Teravista for deputies' vehicle usage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Teravista

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:00 AM
Form Started By: Starla Hall		Started On: 09/06/2017 06:14 PM
Final Approval Date: 09/07/2017		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times employees or independent contractors of the LGE when conducting off-duty activities and not acting within their scope of employment with Williamson County.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES work with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of

Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on September 1, 2017, and shall terminate on August 31, 2018, and will have five additional one (1) year automatic renewals. The AGREEMENT will automatically renew on September 1, 2018, September 1, 2019, September 1, 2020, September 1, 2021, and September 1, 2022.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant to Chapter 2251 of the Texas Government Code "Texas Prompt Payment Act"). Reporting must be submitted to:

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

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

9. LGE agrees that it shall pay deputies directly and file all necessary forms with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson County Municipal Utility District No. 11

Signature: Alan Tillman

Printed Name: Alan Tillman

Title: President

Date: August 8, 2017

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Robert Chody

Signature of Official: Robert Chody

Date: 9-6-17

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

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

Commissioners Court - Regular Session **21.**

Meeting Date: 09/12/2017

Check Donation for Personal Flotation Devices

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a donation to Williamson County Sheriff's Office from Nick Boris in the amount of $630.00.

Background

Nick Boris has donated $630.00 to Williamson County Sheriff's Office for the purchase of Personal Flotation Devices (PFD) for the WCSO deputies to use while on duty.

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	09/07/2017 08:00 AM
Form Started By: Starla Hall		Started On: 09/06/2017 06:41 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **22.**

Meeting Date: 09/12/2017

North Campus Facility - Change Order 17

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #17 in the amount of $2,450.00 to be paid from the Buyout Savings for Elevator interior upgrade.

Background

This change is to upgrade the elevator interior finish to brushed stainless steel. To be funded from buyout savings with no change to the contract amount.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding CO17

NCF-CO17

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:33 AM
Form Started By: Gina Wrehsnig		Started On: 09/07/2017 11:19 AM
Final Approval Date: 09/07/2017		

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,195,395.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,530,927.00	$ 21,530,927.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,530,927.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
17	09/12/17	A&E		$ 2,450.00			$ (2,450.00)				$ 21,530,927.00
18											$ 21,530,927.00
19											$ 21,530,927.00
20											$ 21,530,927.00
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28											$ 21,530,927.00
29											$ 21,530,927.00
30											$ 21,530,927.00
											$ 21,530,927.00
			10	**$ 18,496,006.00**	**$ 372,630.00**	**$ 142,752.00**	**$ (2,450.00)**	**$ 1,896,522.00**	**$ 625,467.00**	**$ 21,530,927.00**	**$ 21,530,927.00**

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

June 30, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0017

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Provide #4 Brushed Stainless Steel Panels in the Elevator Per Reviewed Submittal for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0017

QUOTATION :

Item	Labor	Materials	Subs	Total
Provide #4 Brushed Stainless Steel Panels in the Elevator	$0.00	$0.00	$2,450.00	$2,450.00
To be Funded By CM Buyout Savings	$0.00	$(2,450.00)	$0.00	$(2,450.00)
Totals	$0.00	$(2,450.00)	$2,450.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 6/30/2017

Accepted

By: Dwayne Donald

Date 9-1-2017

VAUGHN CONSTRUCTION

By: DBM

Doug Boram

Proposal Valid for 10 Days

07-21-2017

thyssenkrupp

Subcontract Change Order Request

Date: 06/29/2017

PROJECT NUMBER:	31935
CONTRACT DATE:	3/15/2017
CHANGE ORDER NUMBER:	1
PROJECT NAME:	NORTH CAMPUS FACILITIES
PROJECT ADDRESS:	3171 SE INNER LOOP GEORGETOWN, TX, 78626
CONTRACTOR NAME:	VAUGHN CONSTRUCTION LLC
CONTRACTOR ADDRESS:	10355 West Park Drive Houston, TX, 78626
SUBCONTRACTOR NAME:	thyssenkrupp ELEVATOR CORPORATION
SUBCONTRACTOR ADDRESS:	3615 F Willow Springs Rd Austin, TX, 78704

This request for a formal Change Order is made for the above-referenced Contractor and specifically intends to modify and amend the work, price and/or terms set forth in above-referenced Subcontract as follows:

Material Changes: Cab panel upgrade from TKE standard plastic laminte to #4 brushed SS panels. Vaughn Construction agrees to issue a formal change order to ThyssenKrupp Elevator for the described work prior to the final turnover of the equipment.

Total Amount of this Change Order to be added to the contract price: $2,450.00

In the event of any conflict between the work, price and/or terms and conditions of the above-referenced Subcontract or prior change orders thereto and this Change Order, this Change Order shall be final. Please sign two (2) copies of this Change Order and return two (2) copies to thyssenkrupp Elevator. A fully executed copy of this Change Order will be returned to you for your files.

Signed Acceptance:

By signing this Change Order where indicated below, the Contractor's signatory hereby acknowledges (a) that the Contractor agrees to all of the terms and conditions contained herein, (b) that the signatory has the authorization necessary to bind the Contractor to agreements of this nature, and (c) that this form is valid and binding notwithstanding any conflicts with procedures and/or forms required by the original Subcontract referenced above which are deemed to have been waived.

Subcontractor:
thyssenkrupp Elevator Corporation

By: Vicky Dusek
Title Construction Coordinator

Date:06/29/2017

Contractor:
VAUGHN CONSTRUCTION LLC

By: Doug Boram
Title: Project Manager

Date:

Commissioners Court - Regular Session **23.**

Meeting Date: 09/12/2017

North Campus Facility - Change Order 18

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #18 in the amount of $1,747.00 to be paid from the Construction Manager's Contingency for X-Bracing Modification.

Background

This change is modifications to X-bracing due to door frame locations. To be funded from the construction manager's contingency with no change to the contract amount.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding CO18

NCF-CO18

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:33 AM
Form Started By: Gina Wrehsnig		Started On: 09/07/2017 11:20 AM
Final Approval Date: 09/07/2017		

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,195,395.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,530,927.00	$ 21,530,927.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,530,927.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
17	09/12/17	A&E		$ 2,450.00			$ (2,450.00)				$ 21,530,927.00
18	09/12/17	A&E		$ 1,747.00		$ (1,747.00)					$ 21,530,927.00
19											$ 21,530,927.00
20											$ 21,530,927.00
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30											$ 21,530,927.00
											$ 21,530,927.00
			10	**$ 18,497,753.00**	**$ 372,630.00**	**$ 141,005.00**	**$ (2,450.00)**	**$ 1,896,522.00**	**$ 625,467.00**	**$ 21,530,927.00**	**$ 21,530,927.00**

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

September 06, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0018

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Field Modifications to Wall and X Bracing due to RFI 135 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: **North Campus Facilities**

CHANGE PROPOSAL NO: **233901-0018**

QUOTATION :

Item	Labor	Materials	Subs	Total
Field Modifications to X Bracing due to RFI 135	$0.00	$0.00	$1,098.00	$1,098.00
Door h104 Frame Modification due to RFI 135	$0.00	$0.00	$275.00	$275.00
Floor Patching due to RFI 135	$0.00	$0.00	$374.00	$374.00
To Be Funded By CM Contingency	$0.00	$(1,747.00)	$0.00	$(1,747.00)
Totals	$0.00	$(1,747.00)	$1,747.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **9/6/2017**

Accepted

By: Dewayne Dorsett

Date 9-01-2017

VAUGHN CONSTRUCTION

By: BJM

Doug Boram

Proposal Valid for 10 Days

REQUEST FOR INFORMATION

VAUGHN CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

RFI NO: 135

To: Brody Harris
BLGY, Inc.
2204 Forbes Dr., Suite 101
Georgetown, TX 78754
Phone: (512) 977-0390
Fax:

From: Thomas Morrill

Date: 06/12/2017

Required By: 06/15/2017

Owner: Williamson County, Texas

Job No : 233901

Project: North Campus Facilities
3171 SE Inner Loop
Georgetown, TX 78626

Re:

Spec. Section: X Bracing on Column Line 4

Drawing Number: Ah-2.01, Sh-2.01

Other Reference:

Question:
Sh-2.01 shows an X Brace along column line 4 between Rooms h103, h105 and h104. The X Brace is in conflict with the h104 Door and also with the Type B1 wall that is a 4" stud wall with 1 layer of gypsum on each side.

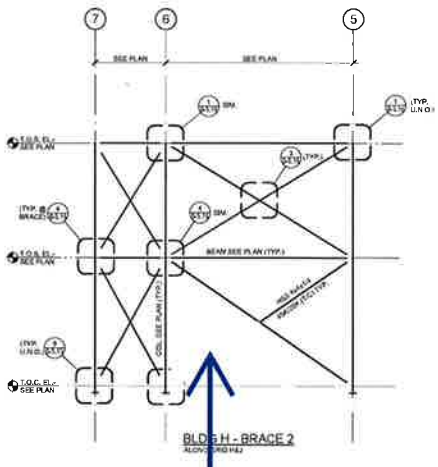
Proposed Answer:
Please advise on the door and X Bracing fitting in the wall at this location.

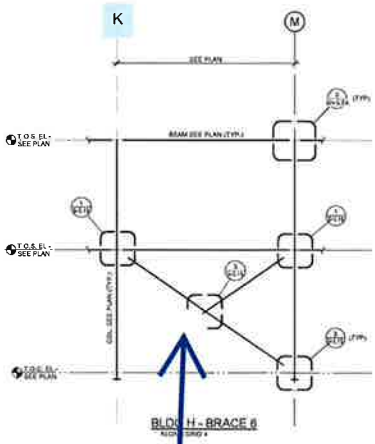
Answer:

Change wall from type H1 to S1
BH 6/16/17

Delete HSS brace segments as indicated

Scott Francis
6/16/17





delete HSS brace here

delete HSS brace here

Very truly yours,

VAUGHN CONSTRUCTION

Attachments:

CC:

VAUGHN CONSTRUCTION
Change Proposal

Project Name: Wilco NCF
Contractor Name: J. T. Vaughn Construction, LLC Change Proposal No. 018
Description of Change: Wall Modifications due to RFI 135

	Description	Quantity	Unit	Unit Cost	Labor	Material	Equipment	Subcontract
	Subcontractor							
	Vaughn Construction - Patching Floor	1	ls	$ -	$ 256	$ -	$ -	$ -
	Vaughn Construction - Floor Patch	1	ls			$ 55		
				SUBTOTAL	$ 256	$ 55	$ -	$ -

Work perfomed by Subcontractors		**SUBTOTAL**	$ 311
Work up to $10,000.00, add...	10.0%		$ 63
Work between $10,000.01 and $20,000.00, add...	7.5%		
Work greater than $20,000.00, add...	5.0%		

TOTAL FOR THIS CHANGE PROPOSAL * $ 374

Project: 303393 - Williamson County North Campus Facility
Contemplated Change Order # 6
RFI# 135 - Door Frame H104 Jamd Depth Change.

1	**Single Door #H104**	**HALL H105 from CONFERENCE RM H104**	**LHR**
1	SU 16 A60 958 SGL 3070 Weld RH (A18_MS-; S; TB; W3SF2)		

Section Totals

Hollow Metal Frames	275.00
Pre-Tax Total	**275.00**

Taxes

EX - NON-TAXABLE	-
Tax Total	-
Grand Total	**275.00**

GMF Construction of Texas, LLC

529 E Mulberry St.
Angleton, TX 77515
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 11
Date: 6/23/2017
Description: Modify X Bracing per RFI 135A

Field modifications to X bracing in accordance with RFI 135A.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of $1,098.00 will be added to the contract price.

Original Contract	$1,066,657.00
Other Approved Change Orders	$64,976.00
Total Contract to Date	$1,131,633.00
This Request	$1,098.00
Other Pending Requests	$29,873.00
Total Contract Plus Pending RFCs	$1,162,604.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction

REQUEST FOR CHANGE

RFC #	11	DATE	6/23/2017
JOB NAME	Williamson County		
JOB NUMBER	16-1106		
BRIEF DESCRIPTION	Modify X Bracing per RFI 135A		
PHONE FAX		DATE OF WORK	TBD

DESCRIPTION OF WORK:

Field modifications to X bracing in accordance with RFI 135A.

MATERIAL	QTY	U/M	RATE	AMOUNT	EQUIPMENT/CONSUMABLES	QTY	RATE	AMOUNT
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -	-		$ -	$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
MATERIAL SUBTOTAL				$ -	EQUIPMENT/CONSUMABLES SUBTOTAL			$ -
SHOP LABOR	HRS		RATE	AMOUNT	FIELD LABOR/SUBCONTRACT	U/M	RATE	AMOUNT
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -	-	0.0	$ -	$ -
-			$ -	$ -		0.0	$ -	$ -
-			$ -	$ -	South Texas Erectors	1.0	$ 954.50	$ 954.50
-			$ -	$ -		0.0	$ -	$ -
-			$ -	$ -				$ -
-			$ -	$ -				$ -
SHOP LABOR SUBTOTAL				$ -	FIELD LABOR/SUBCONTRACT SUBTOTAL			$ 954.50

TOTAL MATERIAL	$ -
TOTAL SHOP LABOR	$ -
TOTAL EQUIPMENT/CONSUMABLES	$ -
TOTAL FIELD LABOR/SUBCONTRACT	$ 954.50
TAX (8.25% on taxable items)	
MARK-UP (15%)	$ 143.18
TOTAL	**$ 1,098**

SOUTH TEXAS ERECTORS, INC.
172 Enterprise Parkway
Boerne, TX 78006

6/23/2017

TO: GMF Steel Group

FROM: Travis Hild
Vice President
Ph: (210) 492 - 4812
Fax: (210) 492 - 9482

SUBJECT: ADDITIONAL WORK AUTHORIZATION 21716-3

PROJECT: Williamson County

REFERENCE: Work associated with RFI # 135

ITEM NO.	DESCRIPTION	AMOUNT
1	**Labor:**	
	Foreman (1) 4 Hrs. @ $72.50 Per Hr.	$290.00
	Ironworkers (2) 4 Hrs. @ $67.50 Per Hr.	$540.00
2	**Equipment:**	
3	**Materials:**	
	Subtotal	**$830.00**
	15% OH & P	**$124.50**
	Total	**$954.50**

GMF STEEL GROUP _____ DATE _____

SOUTH TEXAS ERECTORS _____ DATE _____

Commissioners Court - Regular Session **24.**

Meeting Date: 09/12/2017

Texas A&M Transportation Institute Supplemental 1 to WA 1

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Texas A&M Transportation Institute and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TTI - WA 1 - Supplemental 1 (080817)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 12:37 PM
Final Approval Date: 08/31/2017		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

WHEREAS, pursuant to the Agreement, 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 WA #1 in order to extend the termination date.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

I. The above referenced WA #1 termination date shall be modified and extended to September 30, 2018. The Services to be provided by the TTI 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".

II. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI 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 TTI 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 TTI.

III. Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 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 Agreement.

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

TEXAS A&M TRANSPORTATION INSTITUTE:

By: _____
Signature

Julie Bishop
Printed Name JPH skn

Associate Executive Director, Contracts & Grants
Title

August 22, 2017
Date

WILLIAMSON COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and TTI on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **25.**

Meeting Date: 09/12/2017

Kleinfelder Supplemental 1 WA 1 for On Call Geotechnical Engineering and Materials Testing

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kleinfelder, Inc. and Williamson County dated February 23, 2017 for On Call Geotechnical Engineering and Materials Testing. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder Supplemental 1 WA 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 01:03 PM
Final Approval Date: 08/31/2017		

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

PROJECT: On Call Geotechnical Engineering and Materials Testing

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 23, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kleinfelder, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective May 16, 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Kleinfelder, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
William Welsch	_____
Printed Name	Printed Name
Area Manager	_____
Title	Title

Attachment C - Work Schedule

Work shall begin immediately upon receipt of agreement between County and Kleinfelder on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/12/2017

Kimley Horn Supplemental 1 to WA 5 for Traffic Signal Warrant study on Neenah Ave and Pearson RR

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated September 3, 2015 for Traffic Signal Warrant study - Neenah Ave and Pearson RR. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley-Horn - WA 5 - Supplement #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 01:18 PM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 5

PROJECT: Traffic Signal Warrant study - Neenah Ave and Pearson RR

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 3, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 5 dated effective July 18, 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Kimley-Horn and Associates, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Brian Boecke Printed Name	_____ Printed Name
Vice President Title	_____ Title

Attachment C - Work Schedule

Task	Duration	Week 1	2	3	4	5	6	7	8	9
Project Timeline	8 weeks									
Project Kickoff	1 day									
Data Collection	2 weeks									
Intersection Geometrics	1 week									
Photo Log	1 week									
Turning Movement Counts	1 week									
Tube Counts	1 week									
Accident Data	2 weeks									
Apply Signal Warrant Criteria	1 week									
Reporting										
Monthly										
Draft Report	1 week									
County Review	1 week									
Final Project Report	1 week									

LEGEND:

- Project Milestone
- Work Progress
- Task Progress

Commissioners Court - Regular Session **27.**

Meeting Date: 09/12/2017

Steger Bizzell Engineering Supplemental 1 to WA 1 for Professional Engineering Design Services for Culverts

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Culverts. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steger - WA1 Supp 1 - time

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 01:35 PM
Final Approval Date: 08/31/2017		

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Professional Engineering Design Services for Culverts

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 17, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steger Bizzell Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective February 7, 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

PERRY C. STEGER
Printed Name

PRESIDENT
Title

8-9-2017
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

Date

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **28.**

Meeting Date: 09/12/2017

Steger Bizzell Engineering Supplemental 1 to WA 2 for On Call Professional Engineering Services

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for On Call Professional Engineering Services. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steger – WA2 Supp 1 - time

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 02:40 PM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Professional Engineering Services

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 17, 2017 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steger Bizzell Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective February 7, 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:	**COUNTY:**
By: _____	By: _____
Signature	Signature
PERRY C. STEGER	Dan Gattis
Printed Name	Printed Name
PRESIDENT	County Judge
Title	Title
8-9-2017	
Date	Date

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **29.**

Meeting Date: 09/12/2017

Walker Texas Surveyors Supplemental 1 to WA 5 for on call survey services at various locations

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker - WA 5 - Supplement #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 02:52 PM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 5

PROJECT: On call survey services at various locations

This Supplemental Work Authorization No. 1 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 5 dated effective December 8, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Work Authorization shall terminate on September 30, 2018. The Services to be provided by the Surveyor 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. Surveyor 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 Surveyor 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 Surveyor.

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 Surveyor have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

EXECUTED this ____ day of _____, 20___.

SURVEYOR:	COUNTY:
Walker Texas Surveyors, Inc.	Williamson County, Texas
By: Karen Walker Signature	By: _____ Signature
Karen Walker Printed Name	_____ Printed Name
President Title	_____ Title

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Commissioners Court - Regular Session **30.**

Meeting Date: 09/12/2017

Diamond Surveying Supplemental 1 to WA 7 for on call survey on various county roads

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for on call survey on various county roads. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond Surveying, Inc. Supplemental 1 to WA 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/29/2017 03:16 PM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 7

PROJECT: On Call Survey – Various County Roads

This Supplemental Work Authorization No. 1 to Work Authorization 7 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Diamond Surveying, Inc. (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 7 dated effective March 21, 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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

The Work Authorization shall terminate on September 30, 2018. The Services to be provided by the Surveyor 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. Surveyor 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 Surveyor 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 Surveyor.

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Diamond Surveying, Inc.

By: _____
Signature

SHANE SHAFER
Printed Name

PRES.
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **31.**

Meeting Date: 09/12/2017

Terracon Consultants Supplemental 1 to WA 2 for on call geotechnical and lab testing services

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Terracon Consultants Inc. and Williamson County dated February 2, 2015 for on call geotechnical and lab testing services. This supplemental is to extend the expiration date to September 30, 2018 only. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Terracon - WA 2 - Supplement #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/30/2017 09:52 AM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Geotechnical and Lab Testing Services

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 February 2, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Terracon Consultants Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective November 15, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to 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.

EXECUTED this _____ day of _____, 20____.

ENGINEER:	**COUNTY:**
Terracon Consultants, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
James G. Bierschwale Printed Name	_____ Printed Name
Vice President Title	_____ Title
8/7/17 Date	_____ Date

Attachment C - Work Schedule

Shall provide a work schedule for the assigned tasks. Work shell begin immediately upon receipt of agreement between County and Terracon on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **32.**

Meeting Date: 09/12/2017

Cobb Fendley Supplemental 1 to WA 2 for on call utility coordination and relocation services

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 25, 2017 for on call utility coordination and relocation services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb F - WA 2 Supplemental 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	08/31/2017 08:37 AM
Form Started By: Sarah Ramos		Started On: 08/30/2017 10:16 AM
Final Approval Date: 08/31/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Utility Coordination and Relocation Services

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 February 18, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective July 25, 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:	**COUNTY:**
By: Melissa Horn	By: _____
Signature	Signature
Melissa Horn	_____
Printed Name	Printed Name
Principal	_____
Title	Title
August 29, 2017	_____
Date	Date

Attachment C - Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer on the work schedule and authorization to proceed on assigned services.

Services from
September 2017 - September 2018

Williamson County
Utility Coordination Services
Attachment C
Work Schedule

Work Authorization No. 1
Supplement al No. 2

Description	September-17	October-17	November-17	December-17	January-18	February-18	March-18	April-18	May-18	June-18	July-18	August-18	September-18
Notice to Proceed	◆												
Project Management & Coordination													
Monthly Coordination Meetings w/Utility Owners, HNTB, and Williamson County										▬	▬	▬	▬
Monthly Progress Reports										▬	▬	▬	▬
Utility Adjustment Coordination													
Coordinate Activities/Meetings										▬	▬	▬	▬
Utility Agreement Assemblies										▬	▬	▬	▬
Utility Engineering													
Coordination of Engineering Activities										▬	▬	▬	▬
Review of Utility's Proposed Adjustments										▬	▬	▬	▬
Utility Certification/Special Provisions										▬	▬	▬	▬

Commissioners Court - Regular Session **33.**

Meeting Date: 09/12/2017

Freese and Nichols WA No 2

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 for On Call Professional Engineering Services under contract for Engineering Services between Freese and Nichols Inc and Williamson County Road and Bridge dated December 22, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese & Nichols WA No 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/06/2017 09:52 AM
County Judge Exec Asst.	Wendy Coco	09/06/2017 12:22 PM
Form Started By: Vicky Edwards		Started On: 08/31/2017 08:23 AM
Final Approval Date: 09/06/2017		

WORK AUTHORIZATION NO. 2

PROJECT: On Call Professional Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 22, 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$50,000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2018**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2017.

ENGINEER:	COUNTY:
FREESE AND NICHOLS INC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
JEROME L SCANLON III	
Printed Name	Printed Name
ASSOCIATE	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

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

Attachment B - Services to be Provided by Engineer

FNI will provide general consulting services and support to the Engineering Design Services for Replacement of Culvert Crossings Project as requested. Services may include but are not limited to:

1. Providing engineering reviews and floodplain management services for projects in the County as requested. Assistance may include review of development projects, Conditional Letters of Map Revision (CLOMR) submittals, Letters of Map Revision (LOMR) submittals, and hydrologic or hydraulic models (including 2D models).

2. Support staff activities for County projects as requested including developing or reviewing CLOMR/LOMR's, developing hydrologic or hydraulic models, staff augmentation, and/or provide technical expertise and general peer review for County designed projects.

3. Assist County Staff in addressing drainage concerns from County Residents or County Commissioners as requested. Generally, these tasks will include gathering information related to the possible drainage issue/concern including talking to stakeholders, evaluating/analyzing drainage patterns and runoff quantities, and preparing a summary memorandum that documents the issue and analysis. If requested and needed, these tasks may include providing recommendations for drainage improvements, conceptual design analyses, and opinions of probable construction costs.

4. Provide training and/or technical support to County staff as requested.

Attachment C - Work Schedule

Individual tasks under this contract will be initiated by the County. For each task assignment Freese and Nichols will provide a written description of the services to be provided, estimated timeline for completion, and requested deliverables. Freese and Nichols will proceed with the individual tasks upon written task authorization from the County.

Attachment D - Fee Schedule

Compensation to Engineer for Basic Services in Work Authorization #2, Attachment B shall be computed on the basis of the Schedule of Charges, but shall not exceed Fifty Thousand Dollars and No Cents ($50,000.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment B, Engineer will notify COUNTY for COUNTY'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate
Professional - 1	113
Professional - 2	137
Professional - 3	156
Professional - 4	178
Professional - 5	209
Professional - 6	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services

Technology Charge

$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

These rates are subject to annual adjustment. Last Updated February 2015.

2022015

FNI _____

OWNER _____

Commissioners Court - Regular Session **34.**

Meeting Date: 09/12/2017

Kimley-Horn and Associates Supplemental 1 to WA 4 for Signal Design - CR 119 at Limmer Loop

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 1 under Williamson County Contract between Kimley-Horn and Associates and Williamson County dated September 3, 2015 for Signal Design - CR 119 at Limmer Loop. This supplemental is to extend the expiration date to October 31, 2017. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn WA 4 Supplemental 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Sarah Ramos		Started On: 08/31/2017 10:40 AM
Final Approval Date: 09/01/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Signal Design - CR 119 at Limmer Loop

This Supplemental Work Authorization No. 1 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 3, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective June 20, 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 October 31, 2017. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

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

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Brian C. Boecker	Dan Gattis
Printed Name	Printed Name
Vice President	County Judge
Title	Title
8/30/17	
Date	Date

Attachment C - Work Schedule

See attached.

ATTACHMENT C: PROJECT SCHEDULE

Project Name: CR 119 AND LIMMER LOOP

Project Description: Traffic Signal Design and Intersection Modifications

Prepared By: Kimley-Horn and Associates, Inc.

Task #	Task Name	Project Schedule
		Jun 2017 / Jul 2017 / Aug 2017 / Sep 2017 / Oct 2017
1	Project Management	
2A	Survey / Base Maps / Specificatons	
2B	Preliminary Design	
	- 30% Design	
	- County Review	
	- 95% Design	
	- County Review	
2C	Finalize Plans	

Commissioners Court - Regular Session **35.**

Meeting Date: 09/12/2017

Freese and Nichols Supplemental 3 to WA 1 for Engineering Design Services for the repair of San Gabriel Ranch Road

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 3 under Williamson County Contract between Freese and Nichols, Inc. and Williamson County dated April 07, 2016 for Engineering Design Services for the repair of San Gabriel Ranch Road. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freese & N- WA1 Supp 3 – time

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Sarah Ramos		Started On: 08/31/2017 02:18 PM
Final Approval Date: 09/01/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 07, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 12, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to 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

Victor M. Vásquez
Printed Name

Principal
Title

8-8-17
Date

COUNTY:

By: _____
Signature

Dan Gattis
Printed Name

County Judge
Title

_____
Date

Attachment C – Work Schedule

Work shall begin immediately upon receipt of agreement between County and Engineer

Commissioners Court - Regular Session **36.**

Meeting Date: 09/12/2017

Raba Kistner Consultants Supplemental 2 to WA 1 On Call Geotechnical and Lab Testing Services

Submitted For: Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Supplemental Work Authorization No. 2 under Williamson County Contract between Raba Kistner Consultants, Inc. and Williamson County dated February 18, 2015 for On Call Geotechnical and Lab Testing Services. This supplemental is to extend the expiration date to September 30, 2018. The current Work Authorization dollar amount will remain the same.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Raba Kistner - WA 1 - Supplement #2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Sarah Ramos		Started On: 09/07/2017 09:21 AM
Final Approval Date: 09/07/2017		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

PROJECT: On Call Geotechnical and Lab Testing Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 18, 2015 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Raba Kistner Consultants, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective February 5, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to 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.

EXECUTED this _____ day of _____, 20____.

ENGINEER:

By: Gabriel Ornelas
Signature

Gabriel Ornelas Jr
Printed Name

Sr. Vice President
Title

8/7/2017
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment C - Work Schedule

Raba Kistner shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Raba Kistner on the work schedule and authorization to proceed on assigned services.

Commissioners Court - Regular Session **37.**

Meeting Date: 09/12/2017

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 16 subdivision Pct 3

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 16 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna development. It consists of 46 single family lots and 2,011 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $667,823.20 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rancho Sienna Sec 16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Katheryn Cromwell		Started On: 08/31/2017 09:22 AM
Final Approval Date: 09/01/2017		

FINAL PLAT OF RANCHO SIENNA SECTION 16

BEING 15.757 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF **15.757 ACRES** OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THOSE CERTAIN TRACT 4 – 14.534 ACRE, TRACT 4A – 50.407 ACRE AND TRACT 5C – 21.194 ACRE TRACTS OF LAND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2015038403, 2015113108 AND 20161186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID **15.757 ACRES** OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE WESTERLY LINE OF THAT CERTAIN TRACT 5B – 18.828 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2015113108 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE NORTHEASTERLY CORNER OF THAT CERTAIN TRACT 1 – 25.809 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS BRADLEY LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014071113 OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING THE SOUTHEASTERLY CORNER OF SAID TRACT 4;

THENCE, S68°50'02"W, LEAVING THE WESTERLY LINE OF SAID TRACT 5B, ALONG THE COMMON LINE OF SAID TRACT 4 AND SAID 25.809 ACRE TRACT, A DISTANCE OF 806.64 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE **POINT OF BEGINNING** AND SOUTHEASTERLY CORNER HEREOF;

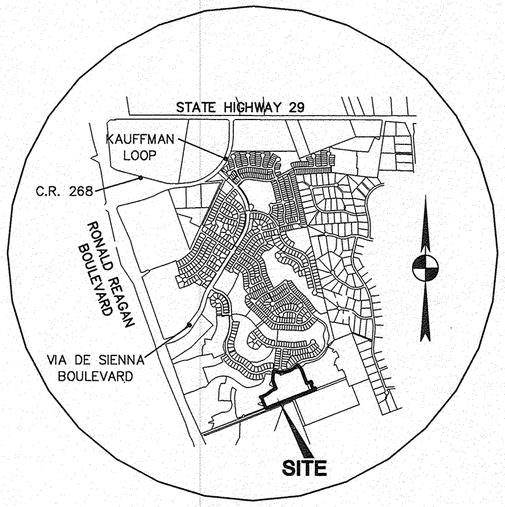
THENCE, S68°50'02"W, ALONG THE NORTHERLY LINE OF SAID 25.809 ACRE TRACT AND THAT CERTAIN 153.768 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS BRADLEY LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014071119 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHERLY LINE OF SAID TRACT 4 AND SAID TRACT 5C, FOR THE SOUTHERLY LINE HEREOF, A DISTANCE OF 1331.94 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE SOUTHWESTERLY CORNER HEREOF;

THENCE, LEAVING THE NORTHERLY LINE OF SAID 153.768 ACRE TRACT, OVER AND ACROSS SAID TRACT 4A AND SAID TRACT 5C, FOR THE WESTERLY LINE HEREOF, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1) N21°01'32"W, A DISTANCE OF 51.66 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
2) N24°40'54"W, A DISTANCE OF 122.48 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
3) N15°01'10"W, A DISTANCE OF 45.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
4) N27°46'55"W, A DISTANCE OF 51.27 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
5) N50°18'23"W, A DISTANCE OF 40.98 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
6) N73°23'11"E, A DISTANCE OF 59.86 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
7) N66°17'13"E, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
8) N59°55'03"E, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
9) N53°32'53"E, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
10) N47°10'43"E, A DISTANCE OF 61.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
11) N65°38'37"E, A DISTANCE OF 141.79 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
12) N21°10'03"W, A DISTANCE OF 60.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
13) N22°45'19"W, A DISTANCE OF 60.02 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
14) N18°58'17"W, A DISTANCE OF 79.03 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
15) N05°21'17"W, A DISTANCE OF 78.28 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
16) N06°14'44"E, A DISTANCE OF 178.54 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP (80' R.O.W.), FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, FOR THE NORTHERLY LINE HEREOF, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

6) S83°45'16"E, A DISTANCE OF 102.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
7) ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS S38°45'16"E, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
8) S83°45'16"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
9) ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD WHICH BEARS N51°14'44"E, A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
10) S83°45'16"E, A DISTANCE OF 26.15 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
11) ALONG SAID CURVE, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 46°45'59", AN ARC LENGTH OF 269.36 FEET, AND A CHORD WHICH BEARS N72°51'44"E, A DISTANCE OF 261.94 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
12) N49°28'45"E, A DISTANCE OF 106.86 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;
13) ALONG SAID CURVE, HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 5°09'30", AN ARC LENGTH OF 51.32 FEET, AND A CHORD WHICH BEARS N52°03'30"E, A DISTANCE OF 51.30 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE, FOR THE NORTHEASTERLY CORNER HEREOF;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT, LINE AND CURVE TABLES
3	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER..... NASH RANCHO HILLS, LLC
TOTAL ACREAGE.....15.757 ACRES
SURVEY OF..... GREENLEAF FISK SURVEY(A-5)
DATE..... FEBRUARY, 2017
OF SINGLE FAMILY LOTS.....46
OF OPEN SPACE LOTS.....2
OF OPEN SPACE/DRAINAGE LOTS.....2
TOTAL # OF LOTS.....50
TOTAL # OF BLOCKS.....3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244-6667 FAX (512) 244-6875

ENGINEER
Stantec Consulting Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

SURVEYOR
Stantec Consulting Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011 FAX (512) 328-0325

FIELDNOTE DESCRIPTION:

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO SIENNA LOOP, OVER AND ACROSS SAID TRACT 4, SAID TRACT 4A AND SAID TRACT 5C, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

1) S38°56'59"E, A DISTANCE OF 154.38 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
2) S21°01'58"E, A DISTANCE OF 366.49 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
3) N66°23'05"E, A DISTANCE OF 29.14 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4) ALONG SAID CURVE, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 2°26'38", AN ARC LENGTH OF 22.39 FEET, AND A CHORD WHICH BEARS N67°36'24"E, A DISTANCE OF 22.39 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;
5) N68°49'43"E, A DISTANCE OF 64.66 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
6) S21°10'17"E, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
7) S68°49'43"W, A DISTANCE OF 20.46 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
8) S21°10'17"E, A DISTANCE OF 137.44 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
9) N68°50'02"E, A DISTANCE OF 60.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;
10) S21°10'17"E, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF **15.757 ACRES** (686,363 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT-OF-WAYS (ROADS) AND SIDE-LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE-FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.

FINAL PLAT OF RANCHO SIENNA SECTION 16

DATE: FEBRUARY, 2017

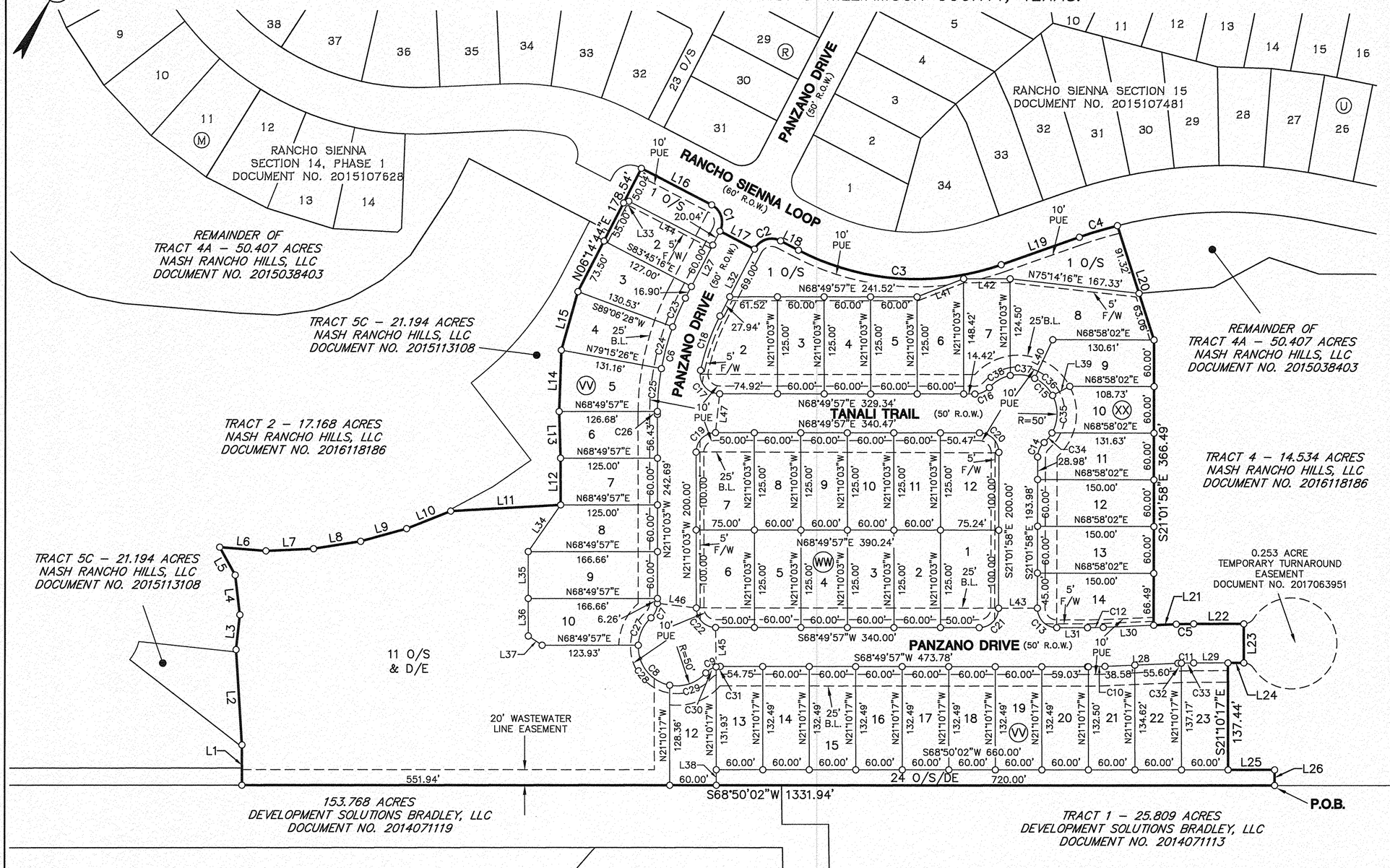
Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Field Note: 17-069(KWA)
Drawn by: KWA Approved by: JTB Project No.: 222010212 File: V:\222010212\SURVEY\222010212PL2.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 16

BEING 15.757 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

0 50 100 150 200
1"=100'


RANCHO SIENNA SECTION 14, PHASE 1 DOCUMENT NO. 2015107628
RANCHO SIENNA SECTION 15 DOCUMENT NO. 2015107481
PANZANO DRIVE (50' R.O.W.)
RANCHO SIENNA LOOP (60' R.O.W.)
PANZANO DRIVE (50' R.O.W.)
TANALI TRAIL (50' R.O.W.)
PANZANO DRIVE (50' R.O.W.)
REMAINDER OF TRACT 4A – 50.407 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2015038403
TRACT 5C – 21.194 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2015113108
TRACT 2 – 17.168 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2016118186
TRACT 4 – 14.534 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2016118186
0.253 ACRE TEMPORARY TURNAROUND EASEMENT DOCUMENT NO. 2017063951
11 O/S & D/E
20' WASTEWATER LINE EASEMENT
24 O/S/DE
153.768 ACRES DEVELOPMENT SOLUTIONS BRADLEY, LLC DOCUMENT NO. 2014071119
TRACT 1 – 25.809 ACRES DEVELOPMENT SOLUTIONS BRADLEY, LLC DOCUMENT NO. 2014071113
TRACT 5B – 18.828 ACRES NASH RANCHO HILLS, LLC DOCUMENT NO. 2015113108
P.O.B.
P.O.C.
S68°50'02"W 1331.94'
S68°50'02"W 806.64'
551.94'
720.00'
S68°49'57"W 340.47'
S68°49'57"W 473.78'
S68°50'02"W 660.00'
N68°49'57"E 329.34'
N68°49'57"E 241.52'
N75°14'16"E 167.33'
S21°01'58"E 366.49'
N06°14'44"E 178.54'
S83°45'16"E 127.00'
S89°06'28"W 130.53'
N79°15'26"E 131.16'
N68°49'57"E 126.68'
N68°49'57"E 125.00'
N68°49'57"E 166.66'
N68°49'57"E 166.66'
N68°49'57"E 123.93'
N21°10'03"W 242.69'
N21°10'03"W 200.00'
S21°01'58"E 200.00'
S21°01'58"E 193.98'
N68°58'02"E 130.61'
N68°58'02"E 108.73'
N68°58'02"E 131.63'
N68°58'02"E 150.00'
N68°58'02"E 150.00'
N68°58'02"E 150.00'
N21°10'17"W 128.36'
N21°10'17"W 131.93'
S21°10'17"E 137.44'
S21°10'17"E 137.17'
N21°10'17"W 134.62'
N21°10'17"W 132.50'
N21°10'17"W 132.49'
N21°10'17"W 132.48'
N21°10'03"W 148.42'
N21°10'03"W 124.50'
N21°10'03"W 125.00'
S68°58'02"E 60.00'
S68°58'02"E 66.49'
S68°58'02"E 45.00'
S68°58'02"E 66.49'
S68°58'02"E 60.00'
S68°58'02"E 60.00'
S68°58'02"E 60.00

FINAL PLAT OF RANCHO SIENNA SECTION 16

BEING 15.757 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON BEING A PORTION OF THOSE CERTAIN TRACT 4 – 14.534 ACRE, TRACT 4A – 50.407 ACRE AND TRACT 5C – 21.194 ACRE TRACTS OF LAND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2015038403, 2015113108 AND 2016118186, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY AMEND THE **15.757 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 16"**. THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

BY:

NAME: RAINER FICKEN 8-8-17
DATE

TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF NASH RANCHO HILLS, LLC,, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF August, 2017.

R Hinojosa
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0275E AND 48491C0460E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 7 DAY OF AUGUST, 2017.

JOHN A. PICKENS, P.E.
NO. 110631 STATE OF TEXAS
STANTEC CONSULTING SERVICES, INC
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

8-7-17
DATE

MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MATTHEW RAABE
6402
PROFESSIONAL
LAND SURVEYOR

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 16"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF August, 2017.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____ 8-10-17
DATE

Koji Yamada
President & COO

STATE OF CALIFORNIA)(

COUNTY OF San Diego)(

ON August 10, 2017, BEFORE

ME, K. Paxton, PERSONALLY

APPEARED, Koji Yamada, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ SEAL

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2018

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

Sally A McTexas 8/29/17
CITY OF LIBERTY HILL, TEXAS DATE

Cindy Bridges 8/25/17
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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

_____ _____
_____, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY____ OF _____, 2017 A.D., AT _____ O'CLOCK, __.M.,

AND DULY RECORDED THIS THE DAY____ OF _____, 2017 A.D., AT _____ O'CLOCK __ M.,

IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER_____.

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

_____
NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF
RANCHO SIENNA SECTION 16

DATE: FEBRUARY, 2017

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SHEET 3 OF 3

Drawn by: KWA Approved by: JTB Project No.: 222010212 File: V:\222010212\SURVEY\222010212PL2.dwg

Commissioners Court - Regular Session **38.**

Meeting Date: 09/12/2017

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 18B subdivisio - Pct 3

Submitted By: Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 16 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna development. It consists of 56 single family lots and 2,207 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $352,084.40 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rancho Sienna Sec 18B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Katheryn Cromwell		Started On: 08/31/2017 09:24 AM
Final Approval Date: 09/01/2017		

FINAL PLAT OF RANCHO SIENNA SECTION 18B

BEING 15.569 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF A **15.569 ACRE** TRACT OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THOSE CERTAIN TRACT 4 – 14.534 ACRE, TRACT 4A – 50.407 ACRE AND TRACT 5B – 18.828 ACRE TRACTS OF LAND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2016118186, 2015038403, AND 2015113108 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID **15.569 ACRES** OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWESTERLY CORNER OF LOT 189, GABRIELS OVERLOOK SECTION ONE, A SUBDIVISION OF RECORD IN CABINET S, SLIDES 218–229 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SOUTHEASTERLY CORNER OF LOT 25 OPEN SPACE AND DRAINAGE EASEMENT, BLOCK VV, RANCHO SIENNA SECTION 15, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2015107481 OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING IN THE NORTHERLY LINE OF SAID TRACT 5B, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE SOUTHEASTERLY CORNER OF SAID LOT 25, ALONG THE COMMON LINE OF SAID LOT 189 AND SAID TRACT 5B, FOR A PORTION OF THE NORTHERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N68°03'06"E, A DISTANCE OF 410.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

2) N67°26'20"E, A DISTANCE OF 56.51 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF SAID TRACT 5B, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE COMMON LINE OF LOTS 183–189 OF SAID GABRIELS OVERLOOK SECTION ONE AND SAID TRACT 5B, FOR THE EASTERLY LINE HEREOF, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S21°57'12"E, A DISTANCE OF 60.09 FEET TO A 60D NAIL SET FOR AN ANGLE POINT;

2) S21°02'13"E, A DISTANCE OF 255.29 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

3) S20°58'23"E, A DISTANCE OF 538.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT;

4) S21°57'48"E, A DISTANCE OF 262.12 FEET TO A COTTON SPINDLE FOUND FOR AN ANGLE POINT;

5) S20°36'37"E, A DISTANCE OF 92.91 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEASTERLY CORNER OF THAT CERTAIN 153.768 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS BRADLEY, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014071119 OF SAID OFFICIAL PUBLIC RECORDS, BEING THE SOUTHEASTERLY CORNER OF SAID TRACT 5B, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, S68°51'05"W, LEAVING THE WESTERLY LINE OF SAID LOT 183, ALONG THE SOUTHELRY LINE OF SAID TRACT 5B, BEING THE NORTHERLY LINE OF SAID 153.768 ACRE TRACT AND THE EASTERLY LINE OF THAT CERTAIN TRACT 1 – 25.809 ACRE TRACT OF LAND CONVEYED TO DEVELOPMENT SOLUTIONS BRADLEY, LLC, BY DEED OF RECORD IN DOCUMENT NO. 2014071113 OF SAID OFFICIAL PUBLIC RECORDS, FOR THE SOUTHERLY LINE HEREOF, A DISTANCE OF 532.54 FEET TO A 1/2 INCH IRON ROD FOUND IN THE EASTERLY LINE OF SAID TRACT 1, FOR THE SOUTHWESTERLY CORNER OF SAID TRACT 5B AND HEREOF;

THENCE, N21°26'33"W, ALONG THE EASTERLY LINE OF SAID TRACT 1, BEING THE WESTERLY LINE OF SAID TRACT 5B, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 249.99 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF SAID TRACT 1, BEING THE SOUTHERLY LINE OF TRACT 4, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHEASTERLY CORNER OF SAID TRACT 1, OVER AND ACROSS SAID TRACT 4, SAID TRACT 4A AND SAID TRACT 5B, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1) N21°09'26"W, A DISTANCE OF 20.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

2) N68°50'34"E, A DISTANCE OF 18.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

3) N21°10'17"W, A DISTANCE OF 137.52 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

4) S68°49'43"W, A DISTANCE OF 27.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

5) N21°10'17"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

6) S68°49'43"W, A DISTANCE OF 102.96 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

7) N21°15'49"W, A DISTANCE OF 174.95 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

8) S68°44'11"W, A DISTANCE OF 36.17 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

9) N13°30'18"E, A DISTANCE OF 66.95 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

10) N68°44'11"E, A DISTANCE OF 127.98 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT;

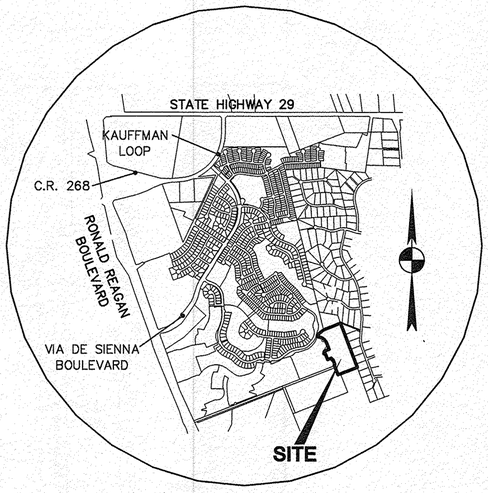
11) N21°15'49"W, A DISTANCE OF 170.06 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

12) ALONG SAID CURVE, HAVING A RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 56°18'58", AN ARC LENGTH OF 250.64 FEET, AND A CHORD WHICH BEARS N49°25'19"W, A DISTANCE OF 240.67 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE END OF SAID CURVE;

13) N77°34'48"W, A DISTANCE OF 67.39 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT–OF–WAY LINE OF RANCHO SIENNA LOOP (R.O.W. VARIES), FOR THE NORTHWESTERLY CORNER HEREOF;

THENCE, N12°25'12"E, ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF RANCHO SIENNA LOOP, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHWESTERLY CORNER OF SAID LOT 25, FOR AN ANGLE POINT HEREOF;

THENCE, N53°21'41"E, LEAVING THE SOUTHERLY RIGHT–OF–WAY LINE OF RANCHO SIENNA LOOP, ALONG THE SOUTHERLY LINE OF SAID LOT 25, FOR A PORTION OF THE NORTHERLY LINE HEREOF, A DISTANCE OF 197.90 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF **15.569 ACRES** (678,183 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT, LINE AND CURVE TABLES
3	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER..... NASH RANCHO HILLS, LLC
TOTAL ACREAGE..... 15.569 ACRES
SURVEY OF..... GREENLEAF FISK SURVEY(A–5)
DATE..... FEBRUARY, 2017
OF SINGLE FAMILY LOTS..... 56
OF OPEN SPACE LOTS..... 4
TOTAL # OF LOTS..... 60
TOTAL # OF BLOCKS..... 3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244–6667 FAX (512) 244–6875

ENGINEER
Stantec Consulting Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

SURVEYOR
Stantec Consulting Services, Inc.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. BUILDING SLAB ELEVATION SHALL BE A MINIMUM OF ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT–OF–WAYS (ROADS) AND SIDE–LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE–FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT–OF–WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.

FINAL PLAT OF RANCHO SIENNA SECTION 18B

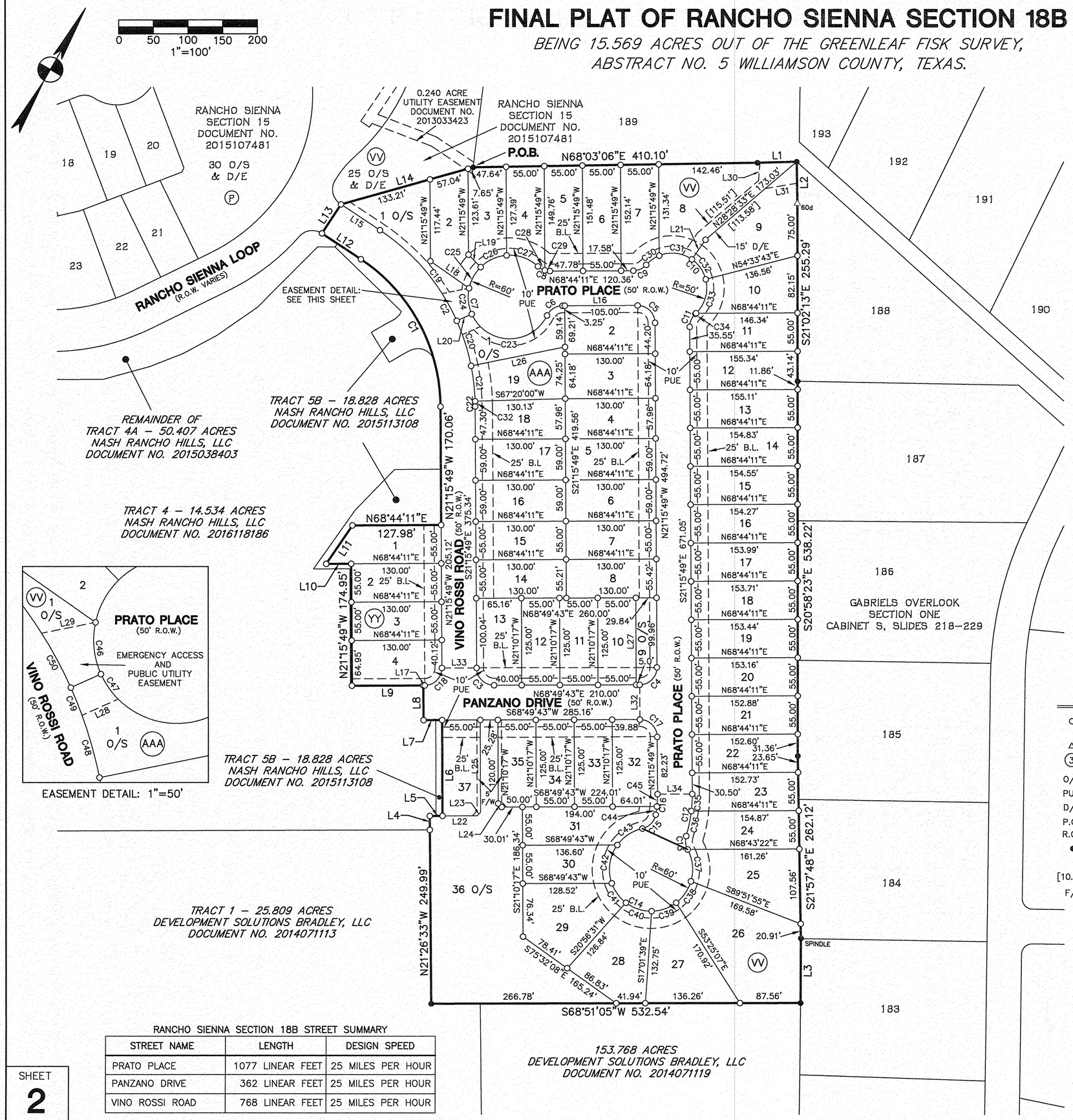
DATE: FEBRUARY, 2017

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Field Note: 17–070(KWA)
Drawn by: KWA Approved by: JTB Project No.: 222010200 File: V:\222010200\SURVEY\222010200PL2.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 18B

BEING 15.569 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N67°26'20"E	56.51'
L2	S21°57'12"E	60.09'
L3	S20°36'37"E	92.91'
L4	N21°09'26"W	20.00'
L5	N68°50'34"E	18.36'
L6	N21°10'17"W	137.52'
L7	S68°49'43"W	27.00'
L8	N21°10'17"W	50.00'
L9	S68°49'43"W	102.96'
L10	S68°44'11"W	36.17'
L11	N13°30'18"E	66.95'
L12	N77°34'48"W	67.39'
L13	N12°25'12"E	50.00'
L14	N53°21'41"E	197.90'
L15	N77°34'48"W	68.56'
L16	S68°44'11"W	108.25'
L17	S68°49'43"W	2.00'
L18	N76°07'01"W	67.96'
L19	N65°22'05"W	25.00'
L20	S44°55'24"W	23.77'
L21	N13°48'33"E	34.25'
L22	S68°50'34"W	50.00'
L23	S23°45'34"W	7.08'
L24	S66°10'17"E	7.07'
L25	N21°10'17"W	132.52'
L26	N57°41'32"E	138.21'
L27	S21°10'17"E	125.00'
L28	S44°55'24"W	28.52'
L29	N57°40'06"E	39.61'
L30	N16°31'27"W	25.86'
L31	S59°38'23"W	46.32'
L32	N21°21'22"W	50.00'
L33	S68°55'15"W	50.00'
L34	S68°44'11"W	50.00'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	250.64'	255.00'	56°18'58"	N49°25'19"W	240.67'
C2	299.79'	305.00'	56°18'58"	N49°25'19"W	287.86'
C3	39.23'	25.00'	89°54'28"	S66°13'03"E	35.33'
C4	39.31'	25.00'	90°05'32"	N23°46'57"E	35.38'
C5	39.27'	25.00'	90°00'00"	N66°15'49"W	35.36'
C6	27.71'	25.00'	63°30'05"	S36°59'08"W	26.31'
C7	300.12'	60.00'	286°35'25"	S31°28'12"E	71.72'
C8	18.80'	25.00'	43°05'20"	S89°43'09"E	18.36'
C9	21.03'	25.00'	48°11'23"	N44°38'29"E	20.41'
C10	162.65'	50.00'	186°22'46"	N66°15'49"W	99.85'
C11	21.03'	25.00'	48°11'23"	S02°49'52"W	20.41'
C12	61.23'	205.00'	17°06'45"	N12°42'27"W	61.00'
C13	19.83'	25.00'	45°26'43"	S26°52'26"E	19.31'
C14	300.05'	60.00'	286°31'37"	S86°19'59"E	71.78'
C15	29.32'	25.00'	67°11'22"	N23°20'09"E	27.67'
C16	29.77'	155.00'	11°00'17"	N15°45'41"W	29.73'
C17	39.23'	25.00'	89°54'28"	N66°13'03"W	35.33'
C18	39.31'	25.00'	90°05'32"	N23°46'57"E	35.38'
C19	173.02'	305.00'	32°30'12"	N61°19'42"W	170.71'
C20	67.97'	305.00'	12°46'08"	N38°41'32"W	67.83'
C21	51.32'	305.00'	9°38'28"	N27°29'14"W	51.26'
C22	7.47'	305.00'	1°24'11"	N21°57'55"W	7.47'
C23	135.81'	60.00'	129°41'19"	N70°04'45"E	108.62'
C24	38.00'	60.00'	36°17'09"	S26°56'01"E	37.37'
C25	35.00'	60.00'	33°25'21"	S07°55'14"W	34.51'
C26	42.03'	60.00'	40°07'53"	S44°41'51"W	41.17'
C27	49.28'	60.00'	47°03'43"	S88°17'39"W	47.91'
C28	11.47'	25.00'	26°17'39"	S81°19'19"E	11.37'
C29	7.33'	25.00'	16°47'41"	N77°08'01"E	7.30'
C30	23.12'	50.00'	26°29'54"	S33°47'45"W	22.92'
C31	49.54'	50.00'	56°45'51"	S75°25'37"W	47.53'
C32	35.56'	50.00'	40°45'10"	N55°48'52"W	34.82'
C33	53.23'	50.00'	60°59'36"	N04°56'29"W	50.75'
C34	1.20'	50.00'	1°22'14"	N26°14'26"E	1.20'
C35	24.56'	205.00'	6°51'54"	N17°49'52"W	24.55'
C36	36.66'	205.00'	10°14'51"	N09°16'29"W	36.62'
C37	47.07'	60.00'	44°57'03"	N27°07'16"W	45.87'
C38	38.17'	60.00'	36°26'49"	N13°34'40"E	37.53'
C39	38.11'	60.00'	36°23'28"	N49°59'48"E	37.47'
C40	39.76'	60.00'	37°58'10"	N87°10'37"E	39.04'
C41	35.00'	60.00'	33°25'21"	S57°07'37"E	34.51'
C42	57.80'	60.00'	55°11'37"	S12°49'08"E	55.59'
C43	44.14'	60.00'	42°09'10"	S35°51'15"W	43.15'
C44	11.92'	155.00'	4°24'27"	N12°27'45"W	11.92'
C45	17.85'	155.00'	6°35'51"	N17°57'54"W	17.84'
C46	38.00'	60.00'	36°17'09"	S26°56'01"E	37.37'
C47	21.99'	60.00'	20°59'52"	S55°34'32"E	21.87'
C48	46.45'	305.00'	8°43'36"	N36°40'16"W	46.41'
C49	21.52'	305.00'	4°02'32"	N43°03'20"W	21.51'
C50	44.40'	305.00'	8°20'30"	N49°14'51"W	44.37'

LEGEND

○	1/2" IRON ROD WITH "STANTEC" CAP SET
△600	60D NAIL SET
(3)	BLOCK
O/S	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
●	1/2" IRON ROD FOUND (UNLESS NOTED)
[10.00']	EASEMENT DIMENSION
F/W	FENCE/WALL EASEMENT

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

RANCHO SIENNA SECTION 18B STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
PRATO PLACE	1077 LINEAR FEET	25 MILES PER HOUR
PANZANO DRIVE	362 LINEAR FEET	25 MILES PER HOUR
VINO ROSSI ROAD	768 LINEAR FEET	25 MILES PER HOUR

SHEET 2 OF 3

FINAL PLAT OF RANCHO SIENNA SECTION 18B

DATE: FEBRUARY, 2017

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230

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Drawn by: KWA Approved by: JTB Project No.: 222010200 File: V:\222010200\SURVEY\222010200PL2.dwg

FINAL PLAT OF RANCHO SIENNA SECTION 18B

BEING 15.569 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC, SOLE OWNER OF THE CERTAIN TRACTS OF LAND SHOWN HEREON BEING A PORTION OF THOSE CERTAIN TRACT 4 – 14.534 ACRE, TRACT 4A – 50.407 ACRE AND TRACT 5B – 18.828 ACRE TRACTS OF LAND DESCRIBED IN DEEDS RECORDED IN DOCUMENT NOS. 2015038403, 2015113108 AND 20161186, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY AMEND THE **15.569 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 18B"**. THE OWNER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

BY:

NAME: RAINER FICKEN 8-8-17
DATE

TITLE: AUTHORIZED SIGNATORY

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF NASH RANCHO HILLS, LLC,, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF August, 2017.

R Hinojosa
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBERS 48491C0455E AND 48491C0460E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS–OF–WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

THIS 7 DAY OF AUGUST, 2017.

JOHN A. PICKENS, P.E.
NO. 110631 STATE OF TEXAS
STANTEC CONSULTING SERVICES, INC
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

9-7-17
DATE

MATTHEW J. RAABE, R.P.L.S.
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MATTHEW RAABE
6402
PROFESSIONAL
LAND SURVEYOR

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 18B"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF August, 2017.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____ 8-10-17
Koji Yamada DATE
President & COO

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON August 10, 2017 , BEFORE
ME, K. Paxton PERSONALLY
APPEARED, Koji Yamada , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ SEAL

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2018

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

Sally A McLean 8/29/17
CITY OF LIBERTY HILL, TEXAS DATE

Cindy Bridges 8/25/17
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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

_____ _____
DATE

_____, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY____ OF _____, 2017 A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE DAY____ OF _____, 2017 A.D., AT _____ O'CLOCK __ M., IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER _____.

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

_____
NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 18B

DATE: FEBRUARY, 2017

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SHEET 3 OF 3

Drawn by: KWA Approved by: JTB Project No.: 222010200 File: V:\222010200\SURVEY\222010200PL2.dwg

Commissioners Court - Regular Session **39.**

Meeting Date: 09/12/2017

Discuss consider and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Ph 2 subdivision - Pct 3

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Rancho Sienna Section 11 Ph 2 subdivision - Pct 3

Background

This is the next section of the Rancho Sienna development. It consists of 53 single family lots and 1,238 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $287.088.20 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rancho Sienna Sec 11 Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Katheryn Cromwell		Started On: 08/31/2017 09:26 AM
Final Approval Date: 09/01/2017		

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1

BEING 8.657 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

FIELDNOTE DESCRIPTION:

OF **8.657 ACRES** OF LAND, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, SITUATED IN WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THAT CERTAIN TRACT 1 – 8.672 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2016118186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF THAT CERTAIN TRACT 5A – 27.327 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015113108 OF SAID OFFICIAL PUBLIC RECORDS AND ALL OF LOT 57, BLOCK DD OF RANCHO SIENNA SECTION 11, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016086985 OF SAID OFFICIAL PUBLIC RECORDS, SAID LOT 57 CONVEYED TO RANCHO SIENNA MASTER COMMUNITY INC BY DEED OF RECORD IN DOCUMENT NO. 2017050064 OF SAID OFFICIAL PUBLIC RECORDS; SAID **8.657 ACRES** OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY LINE OF LOT 19 OF GABRIELS OVERLOOK PHASE 5, A SUBDIVISION OF RECORD IN CABINET AA, SLIDES 35–37 OF PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SOUTHEASTERLY CORNER OF LOT 56 OF SAID RANCHO SIENNA SECTION 11, PHASE 1, ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 57 AND HEREOF;

THENCE, N02°49'49"W, LEAVING THE NORTHERLY LINE OF SAID LOT 19, ALONG THE COMMON LINE OF SAID LOTS 56 AND 57, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 125.36 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE SOUTHERLY RIGHT–OF–WAY LINE OF BONNET BOULEVARD (50' R.O.W.), BEING THE COMMON NORTHERLY CORNER OF SAID LOTS 56 AND 57;

THENCE, ALONG THE SOUTHERLY RIGHT–OF–WAY LINE OF BONNET BOULEVARD, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N87°10'11"E, A DISTANCE OF 21.54 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT;
2) ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 10°17'48", AN ARC LENGTH OF 49.42 FEET, AND A CHORD WHICH BEARS, S87°40'55"E, A DISTANCE OF 49.35 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF TANGENCY OF SAID CURVE;
3) S82°32'00"E, A DISTANCE OF 29.04 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF THE EASTERLY TERMINUS OF BONNET BOULEVARD, FOR AN ANGLE POINT HEREOF;

THENCE, N07°28'00"E, ALONG THE EASTERLY TERMINUS OF BONNET BOULEVARD, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF THE EASTERLY TERMINUS OF BONNET BOULEVARD, FOR AN ANGLE POINT HEREOF;

THENCE, N82°32'00"W, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF BONNET BOULEVARD, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 9.08 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF LOT 23, BLOCK CC, OF SAID RANCHO SIENNA SECTION 11, PHASE 1, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHERLY RIGHT–OF–WAY LINE OF BONNET BOULEVARD, ALONG THE EASTERLY LINES OF LOTS 23–27 OF SAID BLOCK CC, RANCHO SIENNA SECTION 11, PHASE 1, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N02°49'49"W, A DISTANCE OF 113.80 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE COMMON EASTERLY CORNER OF SAID LOTS 24 AND 25, A FOR AN ANGLE POINT HEREOF;
2) N07°28'00"E, A DISTANCE OF 138.03 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF SAID LOT 27, FOR AN ANGLE POINT HEREOF;

THENCE, N82°32'00"W, ALONG THE NORTHERLY LINE OF SAID LOT 27, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 105.04 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE SOUTHEASTERLY CORNER OF THE EASTERLY TERMINUS OF RUSSET TRAIL (50' R.O.W.), FOUND FOR AN ANGLE POINT HEREOF;

THENCE, N07°28'00"E, ALONG THE EASTERLY TERMINUS OF RUSSET TRAIL, FOR A PORTION OF THE WESTERLY LINE HEREOF, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE NORTHEASTERLY CORNER OF THE EASTERLY TERMINUS OF RUSSET TRAIL, FOR AN ANGLE POINT HEREOF;

THENCE, ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF RUSSET TRAIL, FOR A PORTION OF THE WESTERLY LINE HEREOF, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) ALONG A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AN ARC LENGTH OF 21.03 FEET, AND A CHORD WHICH BEARS, N58°26'19"W, A DISTANCE OF 20.41 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET AT THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT;
2) ALONG SAID REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 36°46'42", AN ARC LENGTH OF 32.10 FEET, AND A CHORD WHICH BEARS, N52°43'58"W, A DISTANCE OF 31.55 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE IRREGULAR SOUTHERLY LINE OF LOT 32, BLOCK BB OF SAID RANCHO SIENNA SECTION 11, PHASE 1, FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE NORTHERLY RIGHT–OF–WAY LINE OF RUSSET TRAIL, ALONG THE IRREGULAR SOUTHERLY LINE OF SAID LOT 32, FOR A PORTION OF THE WESTERLY LINE AND THE NORTHERLY LINE HEREOF, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

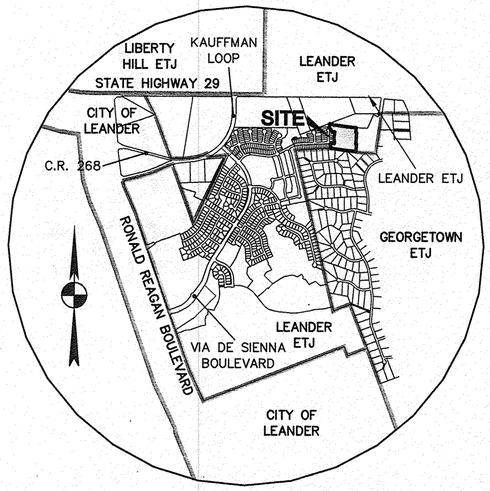
1) N07°28'00"E, A DISTANCE OF 114.49 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE NORTHWESTERLY CORNER HEREOF;
2) N52°28'00"E, A DISTANCE OF 7.07 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
3) S82°32'00"E, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
4) S60°10'42"E, A DISTANCE OF 48.66 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
5) S82°32'00"E, A DISTANCE OF 414.85 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
6) S83°04'37"E, A DISTANCE OF 79.38 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
7) S86°04'35"E, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S03°55'30"W, LEAVING THE SOUTHERLY LINE OF SAID LOT 32, OVER AND ACROSS SAID 27.327 ACRE TRACT AND SAID 8.672 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, FOR AN ANGLE POINT HEREOF;

THENCE, S86°04'06"E, ALONG THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 20.16 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;

THENCE, LEAVING THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, OVER AND ACROSS SAID 8.672 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S03°55'30"W, A DISTANCE OF 175.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;
2) S86°04'30"E, A DISTANCE OF 2.49 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET, FIELD NOTE DESCRIPTION AND NOTES
2	FINAL PLAT LAYOUT
3	LINE AND CURVE TABLES
4	CERTIFICATIONS AND SIGNATURES

GENERAL INFORMATION:

OWNER.....NASH RANCHO HILLS, LLC
OWNER.....RANCHO SIENNA MASTER COMMUNITY INC
TOTAL ACREAGE.....8.657 ACRES
SURVEY OF.....GREENLEAF FISK SURVEY(A–5)
DATE.....JUNE 2017
OF SINGLE FAMILY LOTS.....53
OF OPEN SPACE LOTS.....1
TOTAL # OF LOTS.....54
TOTAL # OF BLOCKS.....3

OWNER/DEVELOPER
NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
(512) 244–6667 FAX (512) 244–6875

ENGINEER
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

SURVEYOR
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328–0011 FAX (512) 328–0325

FIELDNOTE DESCRIPTION: (CONTINUED)

3) S03°55'31"W, A DISTANCE OF 125.00 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, FOR AN ANGLE POINT HEREOF;

THENCE, S86°03'59"E, ALONG THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 15.62 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET FOR AN ANGLE POINT HEREOF;

THENCE, S03°55'30"W, LEAVING THE EASTERLY LINE OF SAID 8.672 ACRE TRACT, OVER AND ACROSS SAID 8.672 ACRE TRACT, FOR A PORTION OF THE EASTERLY LINE HEREOF, A DISTANCE OF 185.89 FEET TO A 1/2 INCH IRON ROD WITH "STANTEC" CAP SET IN THE NORTHERLY LINE OF LOT 244 OF GABRIELS OVERLOOK SECTION TWO, A SUBDIVISION OF RECORD IN CABINET T, SLIDES 66–75 OF SAID PLAT RECORDS, BEING THE SOUTHERLY LINE OF SAID 8.672 ACRE TRACT, FOR THE SOUTHEASTERLY CORNER HEREOF;

THENCE, ALONG THE SOUTHERLY LINE OF SAID 8.672 ACRE TRACT, BEING THE NORTHERLY LINE OF LOTS 19–20 OF SAID GABRIELS OVERLOOK PHASE FIVE, AND LOT 244 OF SAID GABRIELS OVERLOOK SECTION 2, FOR THE SOUTHERLY LINE HEREOF, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) N82°30'43"W, A DISTANCE OF 248.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
2) N82°34'55"W, A DISTANCE OF 375.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN ANGLE POINT HEREOF;
3) S87°05'20"W, A DISTANCE OF 33.12 FEET TO THE **POINT OF BEGINNING,** CONTAINING AN AREA OF 8.657 ACRES OR (377,099 SQUARE FEET) OF LAND, MORE OR LESS, WITHIN THESE METES AND BOUNDS.

PLAT NOTES:

1. THIS PLAT LIES WITHIN THE BOUNDARY OF THE WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 (WCMUD 12). WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED THROUGH SERVICE AGREEMENTS ENTERED INTO BETWEEN WCMUD 12 AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AND THE LCRA. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE WILL BE PROVIDED BY THE CITY OF LIBERTY HILL.
2. THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
5. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
6. THE OPEN SPACE LOTS WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
7. NO CONSTRUCTION IN THIS SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED, IN WRITING, THE WATER POLLUTION ABATEMENT PLAN (WPAP).
8. SIDEWALKS LOCATED ADJACENT TO OPEN SPACE AND HOMEOWNER ASSOCIATION LOTS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SIDEWALKS LOCATED ADJACENT TO SINGLE FAMILY RESIDENTIAL LOTS (WITHIN PUBLIC RIGHT OF WAY) SHALL BE MAINTAINED BY THE RESPECTIVE ADJACENT PROPERTY OWNER.
9. FENCE/WALL EASEMENTS WITHIN THE BOUNDARIES OF THIS PLAT AND MAINTENANCE OF FENCES/WALLS LOCATED WITHIN THESE EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PEC EASEMENTS SHALL BE LOCATED AS FOLLOWS: FRONT EASEMENT SHALL BE A STRIP OF LAND TEN (10') FEET IN WITH LOCATED ALONG ALL RIGHT–OF–WAYS (ROADS) AND SIDE–LOT EASEMENT SHALL BE TWO AND ONE HALF (2.5') FEET IN WIDTH LOCATED ALONG ALL SIDE LOT LINES AS NEEDED FOR THE CONSTRUCTION OF SAID DISTRIBUTION POWER LINE IN THE SUBDIVISION, THE CENTERLINE OF SUCH EASEMENT TO BE LOCATED ALONG THE COMMON BOUNDARY LINE OF EACH RESIDENTIAL SINGLE–FAMILY LOT. THE PURPOSE OF AN UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM CONSISTING OF VARIABLE NUMBER OF UNDERGROUND CABLES AND ALL NECESSARY OR DESIRABLE APPURTENANCES (INCLUDING CONDUITS, PRIMARY CABLES, SECONDARY CONDUCTORS, ENCLOSURES, CONCRETE PADS, GROUND RODS, GROUND CLAMPS, TRANSFORMERS, CABLE TERMINATORS, CABLE RISER SHIELDS, CUTOUTS, AND LIGHTING ARRESTORS OVERGROUND) AT OR NEAR THE GENERAL COURSE WHICH SHALL BECOME FIXED AT THE LOCATION OF BURIED BY GRANTEE, THROUGH, ACROSS, AND UNDER THE DESCRIBED LOCATIONS WITHIN THIS FINAL PLAT. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, PULLING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES AND APPURTENANCES; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT–OF–WAY; THE RIGHT TO RELOCATE SAID FACILITIES IN THE SAME RELATIVE POSITION TO ANY ADJACENT ROAD IF AND SUCH ROAD IS WIDENED IN THE FUTURE; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR THEIR APPURTENANCES.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE FROM LIENS.

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCH SIENNA SECTION 11, PHASE 1
DATE: JUNE 2017

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230

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FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1

BEING 8.657 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

RANCHO SIENNA SECTION 11, PHASE 2 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
BONNET BOULEVARD	570 LINEAR FEET	25 MILES PER HOUR
RUSSET TRAIL	668 LINEAR FEET	25 MILES PER HOUR

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

LEGEND

○	1/2" IRON ROD WITH "STANTEC" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
(3)	BLOCK
O/S	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
BL	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
F/W	FENCE/WALL EASEMENT

0 50 100 150 200
1"=100'

BONNET BOULEVARD
(80' R.O.W.) (UNIMPROVED)
BONNET ENTERPRISES, LTD.
DOCUMENT NO. 2008084680

RANCHO SIENNA SECTION 11, PHASE 1 DOCUMENT NO. 2016086985

32 O/S & D/E

19.05 ACRES
OMEGA RANCH, LLC
DOCUMENT NO. 2009000750

6.49 ACRES
CASPER JACOB BATT, JR., AND WIFE CAROLYN J. BATT
VOLUME 649, PAGE 167

8 O/S AND D/E
RANCHO SIENNA SECTION 9 DOCUMENT NO. 2014077554

1 O/S

RANCHO SIENNA SECTION 11, PHASE 1 DOCUMENT NO. 2016086985

57 O/S D/E

FALLOW COVE (50' R.O.W.)

RUSSET TRAIL (50' R.O.W.)

BONNET BOULEVARD (50' R.O.W.)

N82°32'00"W 521.41'

S82°32'00"E 416.37'

N82°32'00"W 392.36'

N82°32'00"W 392.36'

TEMPORARY TURNAROUND EASEMENT DOCUMENT NO. 2017073872

TEMPORARY TURNAROUND EASEMENT DOCUMENT NO. 2017073872

REMAINDER OF 606.19 ACRES RANCHO SIENNA KC, LP DOCUMENT NO. 2007081893

GABRIELS OVERLOOK SECTION ONE CABINET S, SLIDES 218-229

GABRIELS OVERLOOK SECTION TWO CABINET T, SLIDES 66-75

GABRIELS OVERLOOK PHASE FIVE CABINET AA, SLIDES 35-37

GABRIELS LOOP (50' R.O.W.)

P.O.B.

5' F/W

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCH SIENNA SECTION 11, PHASE 1

DATE: JUNE 2017

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FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1

BEING 8.657 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N2°49'49"W	125.36'
L2	N87°10'11"E	21.54'
L3	S82°32'00"E	29.04'
L4	N7°28'00"E	50.00'
L5	N82°32'00"W	9.08'
L6	N2°49'49"W	113.80'
L7	N7°28'00"E	138.03'
L8	N82°32'00"W	105.04'
L9	N7°28'00"E	50.00'
L10	N7°28'00"E	114.49'
L11	N52°28'00"E	7.07'
L12	S82°32'00"E	40.00'
L13	S60°10'42"E	48.66'
L14	S83°04'37"E	79.38'
L15	S86°04'35"E	100.00'
L16	S3°55'30"W	125.00'
L17	S86°04'54"E	20.16'
L18	S3°55'29"W	175.00'
L19	S86°04'30"E	2.49'
L20	S3°55'31"W	125.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L21	S86°05'01"E	15.62'
L22	S87°05'20"W	33.12'
L24	S7°28'00"W	143.49'
L25	N7°28'00"E	125.00'
L26	N7°28'00"E	125.00'
L27	N7°28'00"E	125.00'
L28	N7°28'00"E	125.00'
L29	N7°28'00"E	125.00'
L30	N7°28'00"E	125.00'
L31	N7°28'00"E	125.00'
L32	N7°28'00"E	125.00'
L33	N7°28'00"E	125.00'
L34	N7°28'00"E	125.00'
L35	N7°28'00"E	125.34'
L36	N3°55'30"E	125.00'
L37	N3°55'30"E	125.00'
L38	S86°04'30"E	127.72'
L39	N86°04'30"W	135.62'
L40	S7°28'00"W	125.00'
L41	S7°28'00"W	125.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L42	S7°28'00"W	125.00'
L43	S7°28'00"W	125.00'
L44	S7°28'00"W	125.00'
L45	S7°28'00"W	125.00'
L46	S7°28'00"W	125.00'
L47	S7°28'00"W	125.00'
L48	S6°05'59"W	125.13'
L49	S3°55'30"W	125.00'
L50	S3°55'30"W	125.00'
L51	S82°32'11"E	45.00'
L52	S82°32'24"E	20.50'
L53	S82°31'41"E	24.50'
L54	S82°32'00"E	20.50'
L55	S82°32'39"E	24.50'
L56	S82°31'37"E	20.50'
L57	S82°32'00"E	24.50'
L58	S82°32'00"E	20.50'
L59	S82°31'21"E	24.50'
L60	S82°32'00"E	20.50'
L61	S82°32'00"E	24.50'

LINE TABLE		
NO.	BEARING	DISTANCE
L62	S82°31'37"E	20.50'
L63	S82°32'39"E	24.50'
L64	S82°31'37"E	20.50'
L65	S82°31'37"E	24.50'
L66	S82°32'51"E	20.50'
L67	S82°31'40"E	46.61'
L68	S82°35'19"E	2.40'
L69	S86°01'26"E	9.89'
L70	S86°04'30"E	38.51'
L71	S86°02'00"E	6.49'
L72	S86°02'00"E	40.51'
L73	S86°27'03"E	4.49'
L74	S86°04'30"E	42.51'
L75	N7°28'00"E	125.00'
L76	N7°28'00"E	125.00'
L77	N7°28'00"E	125.00'
L78	N7°28'00"E	125.00'
L79	N7°28'00"E	125.00'
L80	N7°28'00"E	125.00'
L81	N7°28'00"E	125.00'

LINE TABLE		
NO.	BEARING	DISTANCE
L82	N7°28'00"E	125.00'
L83	S4°12'27"W	125.04'
L84	S3°55'30"W	125.00'
L85	S3°55'30"W	125.00'
L86	N86°04'30"W	151.23'
L87	S2°49'49"E	125.33'
L88	N2°03'48"E	126.17'
L89	S7°28'00"W	125.59'
L90	S7°28'00"W	125.56'
L91	S7°28'00"W	125.52'
L92	S7°28'00"W	125.48'
L93	S7°28'00"W	125.44'
L94	S7°28'00"W	125.40'
L95	S7°28'00"W	125.37'
L96	S7°28'00"W	125.34'
L97	S7°28'00"W	125.36'
L98	S3°55'30"W	127.48'
L99	S3°55'30"W	130.28'
L100	S3°55'30"W	133.09'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.42'	275.00'	10°17'48"	S87°40'55"E	49.35'
C2	21.03'	25.00'	48°11'23"	N58°26'19"W	20.41'
C3	32.10'	50.00'	36°46'42"	N52°43'58"W	31.55'
C4	46.14'	275.00'	9°36'48"	N88°01'03"W	46.09'
C5	3.25'	275.00'	0°40'39"	S82°52'20"E	3.25'
C6	1.01'	25.00'	2°18'42"	N81°22'39"W	1.01'
C7	19.78'	25.00'	45°19'48"	S57°33'19"E	19.27'
C8	17.00'	275.00'	3°32'30"	S84°18'15"E	17.00'
C9	20.09'	325.00'	3°32'30"	S84°18'15"E	20.09'
C10	24.73'	400.00'	3°32'30"	S84°18'15"E	24.72'
C11	27.82'	450.00'	3°32'30"	S84°18'15"E	27.81'
C12	7.75'	325.00'	1°22'01"	S83°13'01"E	7.75'
C13	12.34'	325.00'	2°10'29"	S84°59'16"E	12.33'

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCH SIENNA SECTION 11, PHASE 1

DATE: JUNE 2017

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221 West Sixth Street, Suite 600
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FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1

BEING 8.657 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

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

THAT NASH RANCHO HILLS, LLC AND RANCHO SIENNA MASTER COMMUNITY INC, OWNERS OF THOSE CERTAIN TRACTS OF LAND SHOWN HEREON AND BEING BEING A PORTION OF THAT CERTAIN TRACT 1 – 8.672 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2016118186, A PORTION OF THAT CERTAIN TRACT 5A – 27.327 ACRE TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2015113108 AND ALL OF LOT 57, BLOCK DD OF RANCHO SIENNA SECTION 11, PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2016086985, SAID LOT 57 CONVEYED TO RANCHO SIENNA MASTER COMMUNITY INC BY DEED OF RECORD IN DOCUMENT NO. 2017050064, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE THE **8.657 ACRES** AS SHOWN HEREON AND DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1"**. THE OWNERS ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

NASH RANCHO HILLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: RAINER FICKEN 8-8-17 DATE

TITLE: AUTHORIZED SIGNATORY

RANCHO SIENNA MASTER COMMUNITY INC, A TEXAS NON–PROFIT CORPORATION

BY: _____

NAME: RAINER FICKEN 8-8-17 DATE

TITLE: PRESIDENT

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF NASH RANCHO HILLS, LLC,, A DELAWARE LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF August, 2017.

R Hinojosa

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RAINER FICKEN, OF RANCHO SIENNA MASTER COMMUNITY INC, A TEXAS NON–PROFIT CORPORATION, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF August, 2017.

R Hinojosa

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME: R. Hinojosa

MY COMMISSION EXPIRES ON: 3-1-2020

R. HINOJOSA
Notary Public, State of Texas
Comm. Expires 03-01-2020
Notary ID 3279918

ENGINEER'S CERTIFICATION:

I, JOHN A. PICKENS, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND IS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, WILLIAMSON COUNTY, TEXAS, AND COMPLY WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS–OF–WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS.

THIS 7 DAY OF AUGUST, 2017.

JOHN A. PICKENS, P.E.
NO. 110631 STATE OF TEXAS
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER

SHEET 4 OF 4

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

WE, NASH FINANCING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LIEN HOLDER OF CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013109919 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY, TEXAS THE STREETS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY, TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **"FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCHO SIENNA SECTION 11, PHASE 1"**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 10 DAY OF August, 2017.

NASH FINANCING, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: NORTH AMERICA SEKISUI HOUSE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
ITS SOLE MEMBER

BY: _____ 8-10-17 DATE

Koji Yamada
President & COO

STATE OF CALIFORNIA)(
COUNTY OF San Diego)(

ON August 10, 2017, BEFORE
ME, K. Paxton, PERSONALLY
APPEARED, Koji Yamada, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____ SEAL

K. PAXTON
COMM. # 2053146
NOTARY PUBLIC–CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXP. MAR. 29, 2018

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WASTEWATER SERVICES.

_____ 8/29/17
CITY OF LIBERTY HILL, TEXAS DATE

SURVEYOR'S CERTIFICATION:

THAT I, MATTHEW J. RAABE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON–THE–GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS, AND THE FIELD NOTES SHOWN HEREON MATHEMATICALLY CLOSE.

_____ 8-7-17
MATTHEW J. RAABE, R.P.L.S. DATE
TEXAS REGISTRATION NO. 6402
STANTEC CONSULTING SERVICES INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MATTHEW RAABE
6402
PROFESSIONAL
LAND SURVEYOR

_____ 8/25/17
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

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

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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

_____ _____
DATE

_____, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE WAS FILED FOR RECORD IN MY OFFICE ON THE DAY____ OF _____, 2017 A.D., AT _____ O'CLOCK, __.M.,

AND DULY RECORDED THIS THE DAY____OF _____, 2017 A.D., AT _____ O'CLOCK __ M.,

IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NUMBER_____.

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

_____
NANCY RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

FINAL PLAT OF RANCHO SIENNA SECTION 11, PHASE 2 AND AMENDED PLAT OF LOT 57 RANCH SIENNA SECTION 11, PHASE 1

DATE: JUNE 2017

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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Drawn by: ABB Approved by: JTB Project No.: 222010195 File: V:\2220\ACTIVE\222010195\222010195PL2.DWG

Commissioners Court - Regular Session **40.**

Meeting Date: 09/12/2017

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

Submitted For: Terron Evertson **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Shell West Reserve subdivision - Pct 3

Background

The Shell West Reserve development consist of three single family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shell West Reserve

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Katheryn Cromwell		Started On: 08/31/2017 09:28 AM
Final Approval Date: 09/01/2017		

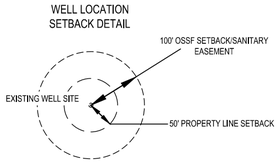
FINAL PLAT
SHELL WEST RESERVE

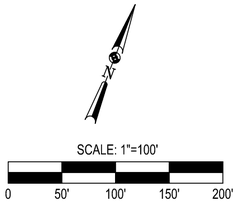
BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CERTAIN 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED I DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUEMTN ON. 2014102556, OFFICIAL PUBIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 32.989 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTES:
1) FIELD WORK PERFORMED ON: APRIL 2017
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANED
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON, THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

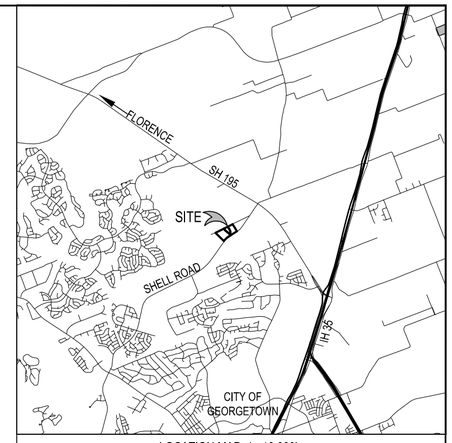
FEMA FLOOD ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0285E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN, THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

WELL LOCATION
SETBACK DETAIL

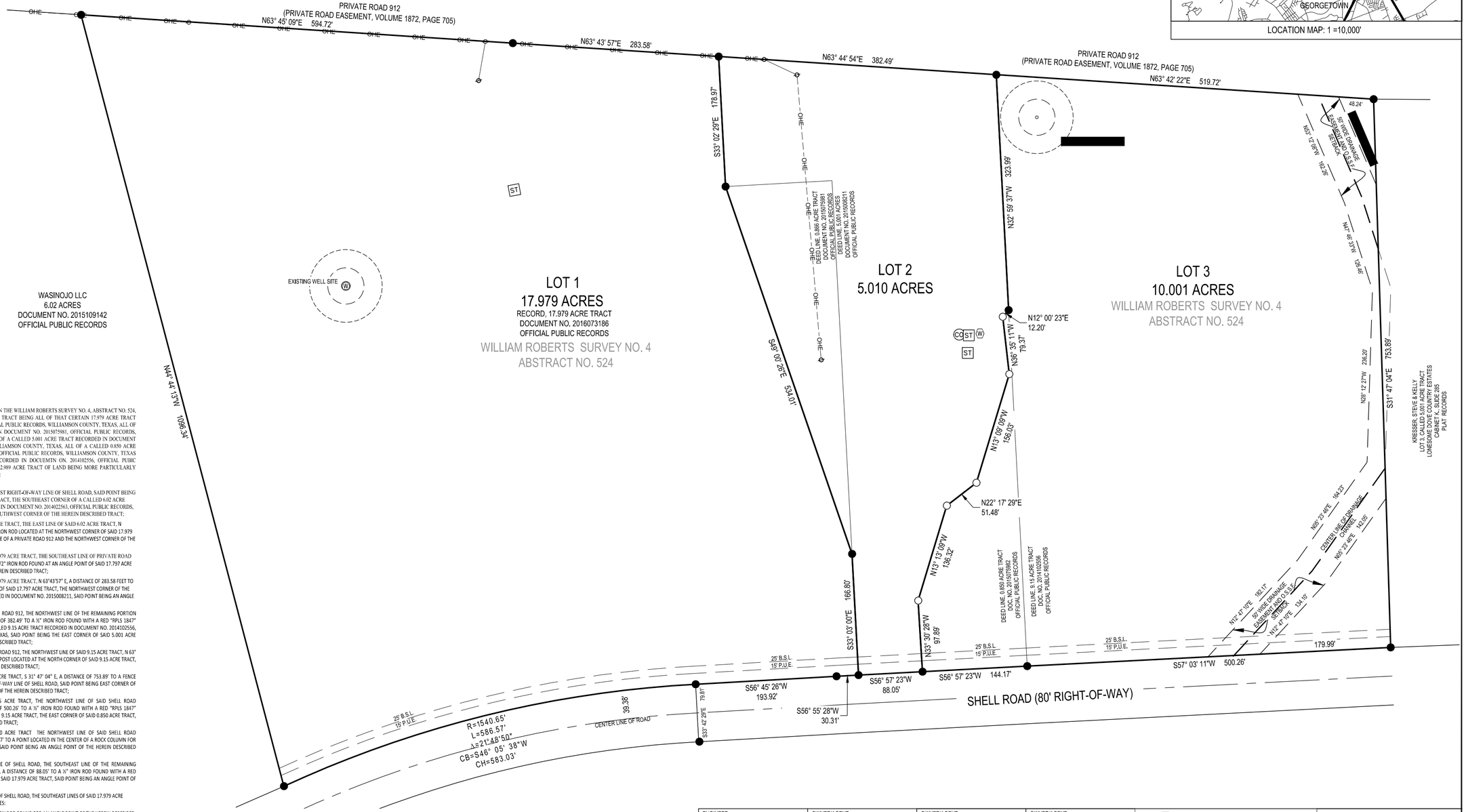




LEGEND
- (W) WELL
- (ST) SEPTIC TANK
- (CO) SANITARY SEWER CLEANOUT



LOCATION MAP: 1 =10,000'



FIELD NOTES FOR A 32.989 ACRE TRACT OF LAND:

BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN THE WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF THAT CERTAIN 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED I DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUEMTN ON. 2014102556, OFFICIAL PUBIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 32.989 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF SHELL ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 17.979 ACRE TRACT, THE SOUTHEAST CORNER OF A CALLED 6.02 ACRE TRACT CONVEYED TO WASINOJO LLC, RECORDED IN DOCUMENT NO. 2014022563, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WEST LINE OF SAID 17.979 ACRE TRACT, THE EAST LINE OF SAID 6.02 ACRE TRACT, N 44°44'13" W, A DISTANCE OF 1096.34 FEET TO A 1/2" IRON ROD LOCATED AT THE NORTHWEST CORNER OF SAID 17.979 ACRE TRACT, SAID POINT BEING IN THE SOUTHEAST LINE OF A PRIVATE ROAD 912 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST LINE OF SAID 17.979 ACRE TRACT, THE SOUTHEAST LINE OF PRIVATE ROAD 912 , N 63°45'09" E, A DISTANCE OF 594.72 FEET TO A 1/2" IRON ROD FOUND AT AN ANGLE POINT OF SAID 17.797 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST LINE OF SAID 17.979 ACRE TRACT, N 63°43'57" E, A DISTANCE OF 283.58 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 17.797 ACRE TRACT, THE NORTHWEST CORNER OF THE REMAINING PORTION OF A 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008211, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID PRIVATE ROAD 912, THE NORTHWEST LINE OF THE REMAINING PORTION SAID 5.010 ACRE TRACT, N 63° 44' 54" E, A DISTANCE OF 382.49' TO A ½" IRON ROD FOUND WITH A RED "RPLS 1847" PLASTIC CAP LOCATED AT THE WEST CORNER OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID POINT BEING THE EAST CORNER OF SAID 5.001 ACRE TRACT AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID PRIVATE ROAD 912, THE NORTHWEST LINE OF SAID 9.15 ACRE TRACT, N 63° 42' 22" E, A DISTANCE OF 519.72' TO A FENCE CORNER POST LOCATED AT THE NORTH CORNER OF SAID 9.15 ACRE TRACT, SAID POINT BEING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHEAST LINE OF SAID 9.15 ACRE TRACT, S 31° 47' 04" E, A DISTANCE OF 753.89' TO A FENCE CORNER POST LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, SAID POINT BEING EAST CORNER OF SAID 9.15 ACRE TRACT, AND BEING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID 9.15 ACRE TRACT, THE NORTHWEST LINE OF SAID SHELL ROAD RIGHT-OF-WAY LINE, S 57° 03' 11" W, A DISTANCE OF 500.26' TO A ½" IRON ROD FOUND WITH A RED "RPLS 1847" PLASTIC CAP LOCATED AT THE SOUTH CORNER OF SAID 9.15 ACRE TRACT, THE EAST CORNER OF SAID 0.850 ACRE TRACT, AND BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHEAST LINE OF SAID 0.850 ACRE TRACT THE NORTHWEST LINE OF SAID SHELL ROAD RIGHT-OF-WAY , S 56° 57' 23" W, A DISTANCE OF 144.17' TO A POINT LOCATED IN THE CENTER OF A ROCK COLUMN FOR A SOUTHWEST CORNER OF SAID 0.850 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, THE SOUTHEAST LINE OF THE REMAINING PORTION OF SAID 5.001 ACRE TRACT S 56° 57' 23" W, A DISTANCE OF 88.05' TO A ½" IRON ROD FOUND WITH A RED "RPLS" PLASTIC CAP LOCATED AT THE EAST CORNER OF SAID 17.979 ACRE TRACT, SAID POINT BEING AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF SHELL ROAD, THE SOUTHEAST LINES OF SAID 17.979 ACRE TRACT THE FOLLOWING THREE COURSES AND DISTANCES:

S 56°55'28" W, A DISTANCE OF 30.31 FEET TO A 1/2" IRON ROD FOUND FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

S 56°45'26" W, A DISTANCE OF 193.92 FEET TO A FENCE CORNER POST FOUND AT THE BEGINNING OF A CURVE TO THE LEFT CONTAINING A RADIUS OF 1540.65', AN INTERIOR ANGLE OF 21°48'50", A CHORD BEARING S 46°05'38" W, AND A CHORD DISTANCE OF 583.03';

THENCE, ALONG SAID CURVE TO THE AN ARC LENGTH OF 586.57' TO THE POINT OF BEGINNING CONTAINING 32.989 ACRES.

ENGINEER	OWNER/AGENT	OWNER/AGENT	OWNER/AGENT
MATKIN HOOVER ENGINEERING 8 SPENCER ROAD, SUITE 100 GEORGETOWN, TEXAS, 78006 830-249-0600	LOT 1 GARY HALL AND KAY HALL 3305 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-299-3445	LOT 2 REGAN LANDRETH 3309 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-801-2291	LOT 3 GARY HALL, KAY HALL, KORI HALL, COLE HALL 3305 SHELL ROAD GEORGETOWN, TEXAS, 78628 512-299-3445

QUICK INC. LAND SURVEYING
FIRM NUMBER: 10184104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR. SUITE 212, BOX 228, GEORGETOWN, TX 78633

REVISION DATE: AUGUST 2017

JOB NO. 17-2063

SHEET 1 OF 2

FINAL PLAT FOR SHELL WEST RESERVE

BEING A 32.989 ACRE TRACT OF LAND, LOCATED IN WILLIAM ROBERTS SURVEY NO. 4, ABSTRACT NO. 524, WILLIAMSON COUNTY, TEXAS, SAID 32.989 ACRE TRACT BEING ALL OF THAT CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

NOTES:

1. ACREAGE OF SUBDIVISION = 32.989 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 10.996 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR THIS SUBDIVISION MAY BE PROVIDED BY ONSITE WELLS OR GEORGETOWN UTILITY SYSTEMS. LOT 1 AND 3 - WELLS. LOT 2 IS SERVED BY GEORGETOWN UTILITY SYSTEMS.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COMPANY (PEC).
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE, WATER, SEWER AND/OR CATV LINES AND APPURTENANCES.
8. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
9. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "QUICK, INC. RPLS #6447" PLASTIC CAP.
10. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
13. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
14. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
15. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
16. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
17. ONSITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
18. ONE WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS;

WE, GARY & KAY HALL, OWNERS OF THE CERTAIN 17.979 ACRE TRACT RECORDED IN DOCUMENT NO. 2016073186, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF August ,2017.

OWNER GARY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

OWNER KAY HALL
P.O. BOX 902
GEORGETOWN, TX 78628

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

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS 25 DAY OF August ,2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: November 13,2020

CHARLYNE L RAGSDALE
Notary ID # 2197642
My Commission Expires
November 13, 2020

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

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

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS GARRETT D. KELLER 111511 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS;

WE, PAUL & REGAN LANDRETH, OWNERS OF ALL OF 0.866 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075981, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, THE REMAINDER OF A CALLED 5.001 ACRE TRACT RECORDED IN DOCUMENT NO. 2015008221, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF August ,2017.

OWNER PAUL LANDRETH
3309 SHELL RD
GEORGETOWN, TX 78633

OWNER REGAN LANDRETH
3309 SHELL RD
GEORGETOWN, TX 78633

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

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS 25 DAY OF August ,2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: November 13,2020

CHARLYNE L RAGSDALE
Notary ID # 2197642
My Commission Expires
November 13, 2020

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS;

WE, COLE & KORI HALL, OWNERS OF ALL OF A CALLED 0.850 ACRE TRACT RECORDED IN DOCUMENT NO. 2015075982, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 9.15 ACRE TRACT RECORDED IN DOCUMENT NO. 2014102556 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS SHELL WEST RESERVE .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF August ,2017.

OWNER COLE HALL
P.O. BOX 902
GEORGETOWN, TX 78628

OWNER KORI HALL
P.O. BOX 902
GEORGETOWN, TX 78628

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

GIVEN UNDER MY SIGN AND SEAL OF OFFICE THIS 25 DAY OF August ,2017.

NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES ON: November 13,2020

CHARLYNE L RAGSDALE
Notary ID # 2197642
My Commission Expires
November 13, 2020

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

08/28/2017
DATE

DEBORAH L. MARLOW, RS, OS0029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8 DAY OF Aug , 20 17 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

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

DATED THIS _____ DAY OF _____, 2017.

BY: _____ DATE

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

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

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

OWNER(S):	SURVEYOR:	AGENT/ENGINEER:		
GARY & KAY HALL P.O. BOX 902 GEORGETOWN, TEXAS 78628 (512) 299-3445	QUICK INC. C/O TRAVIS QUICKSALL, R.P.L.S. 3303 SHELL ROAD SUITE 4 GEORGETOWN, TEXAS 78628 OFF: (512) 915-4950 TQUICKSALL@QUICK-INC.NET	MATKIN HOOVER C/O GARRETT D. KELLER, P.E. 3303 SHELL ROAD, SUITE 3 GEORGETOWN, TEXAS 78628 OFF: (512) 868-2244 GKELLER@MATKINHOOVER.COM	MATKINHOOVER ENGINEERING & SURVEYING P.O. BOX 54 8 SPENCER ROAD SUITE 100 BOERNE, TEXAS 78006 OFFICE: 830.249.0509 FAX:830.249.0399 TEXAS REGISTERED ENGINEERING FIRM F-004512 TEXAS REGISTERED SURVEYING FIRM F-10024000 CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS	DATE: AUGUST 2017 MHES JOB NO. - 2682.03 SHEET 2 OF 2

Commissioners Court - Regular Session **41.**

Meeting Date: 09/12/2017

Recognize Cathy Atkinson as recipient of the Marillyn Albert Achievement Award

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize Cathy Atkinson as the recipient of Marillyn Albert Achievement Award from the Texas Association of Assessing Officers.

Background

The Accounting manager for the Tax Assessor/Collector's office, Cathy Atkinson was recognized by the Texas Association of Assessing Officers (TAAO) by receiving the Marillyn Albert Achievement Award. This Achievement Award is TAAO's highest honor and is named in memory of their Past President and Executive Director, Marillyn Albert Harkins. The Marillyn Albert award recognizes a TAAO member who consistently performs high quality work, is devoted to excellence and maintains a professional image. This award was to be presented at the Annual Conference on August 29, 2017 in Corpus Christi however, due to Hurricane Harvey the conference was cancelled.

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	08/31/2017 08:37 AM
Form Started By: Judy Kocian		Started On: 08/29/2017 02:21 PM
Final Approval Date: 08/31/2017		

Commissioners Court - Regular Session **42.**

Meeting Date: 09/12/2017

Suicide Prevention

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation designating the week of September 10 - 16, 2017 as "Suicide Prevention and Awareness Week" in Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

2017 Texas Facts Figures

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2017 10:01 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 12:36 PM
Final Approval Date: 09/05/2017		

State of Texas
County of Williamson
Know all men by these presents:

PROCLAMATION

That on the 12th day of September 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 11th leading cause of death overall of Texans and the 2nd leading cause of death in Texas for ages 15 – 34, and;

WHEREAS, a report from the American Foundation for Suicide Prevention states that 44,193 individuals in the nation lost their lives by suicide in 2017 and 3,403 Texans lost their lives to suicide; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) reports that 1 person every 11.9 minutes in our nation will take their own life; and

WHEREAS, suicide is preventable and the stigma associated with seeking treatment for mental illness, substance abuse and suicide prevention services should be eliminated and barriers that discourage persons at risk from seeking life-saving help should be removed; and

WHEREAS, Alan's Hope Committee is helping to reduce the stigma associated with seeking mental health treatment and is "dedicated to preventing suicides by promoting hope, awareness and support in Williamson County communities"; and

WHEREAS, Alan's Hope is striving to increase awareness of the signs and symptoms of suicide through community events such as the Alan's Hope "Guitars for Hope" 5K Run/Walk to be held at 8:00 a.m. Saturday, September 16, 2017 and the Brushy Creek Lake Park in Cedar Park; and

WHEREAS, Williamson County and many groups and organizations endeavor to encourage healthy individuals, families and communities through education and awareness of programs that provide services that include prevention, treatment and support services.

NOW THEREFORE, BE IT PROCLAIMED; that the Williamson County Commissioners Court hereby designates September 10th – 16th as *"Suicide Prevention and Awareness Week".*

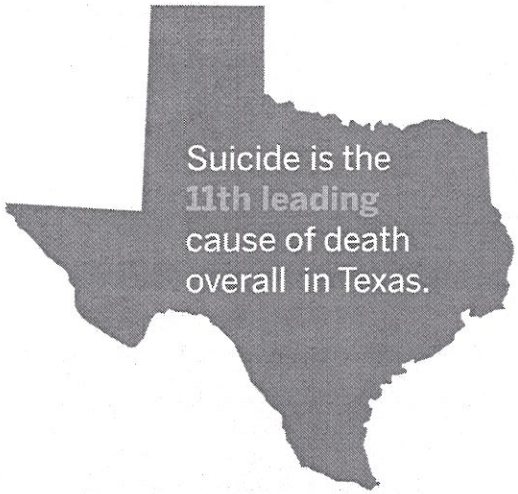
PROCLAIMED THIS 12th DAY OF SEPTEMBERR 2017.

_____
Dan A. Gattis, County Judge

SUICIDE: TEXAS 2017 FACTS & FIGURES

Suicide Death Rates

	Number of Deaths by Suicide	Rate per 100,000 Population	State Rank
Texas	3,403	12.44	41
Nationally	44,193	13.26	





On average, one person dies by suicide **every three hours** in the state.

Based on most recent 2015 data from CDC. Learn more at afsp.org/statistics.

Suicide cost Texas a total of **$3,516,245,000** of combined lifetime medical and work loss cost in 2010, or an average of **$1,216,273** per suicide death.

IN TEXAS, SUICIDE IS THE...

2nd leading cause of death for ages 15-34

3rd leading cause of death for ages 10-14

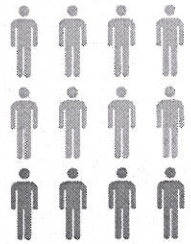
4th leading cause of death for ages 35-44

5th leading cause of death for ages 45-54

10th leading cause of death for ages 55-64

16th leading cause of death for ages 65 & older

More than twice as many people die by suicide in Texas annually than by homicide; the total deaths to suicide reflect a total of **72,622** years of potential life lost (YPLL) before age 65.



30 YEARS STRONG

AMERICAN FOUNDATION FOR Suicide Prevention | afsp.org

SUICIDE PREVENTION PROGRAMS AND INITIATIVES

- The Texas Suicide Prevention Council (TSPC) is a public-private coalition composed of local suicide prevention coalitions and statewide agencies, including Mental Health America of Texas and the Texas Department of State Health Services, to implement the **Texas State Plan for Suicide Prevention.**
- TSPC developed and maintains a website on suicide prevention, intervention, and postvention (http://www.texassuicideprevention.org/); facilitates suicide prevention trainings; distributes suicide prevention toolkits; and coordinates committees and 19 community coalitions for the implementation of the state plan.
- The Texas Department of State Health Services Suicide Prevention Homepage can be found at http://www.dshs.state.tx.us/mhsa/suicide/Suicide-Prevention.aspx.
- The **Texas State Plan for Suicide Prevention** was last updated in 2014 and is accessible at http://www.sprc.org/sites/default/files/TxStatePlanSuicidePrevention2014_ADA%20FINAL.pdf.
- Texas law (SB 460, adopted in 2013) requires that minimum academic qualifications for certified educators also require instruction in the detection of students with mental or emotional disorders, and requires that school districts provide at least a one-time training for teachers, counselors, principals, and other appropriate personnel to learn to recognize students at risk for suicide or in need of early mental health intervention.
- Texas law (HB 1386, adopted in 2011) encourages school districts to develop suicide prevention plans, and requires that the Texas Department of State Health Services and the Texas Education Agency develop a list of best practices programs and deliver this list to school districts.

LEADING THE FIGHT AGAINST SUICIDE

We fund research, offer educational programs, advocate for public policy and support those affected by suicide. Headquartered in New York, AFSP has local chapters in all 50 states.

GET INVOLVED

Four AFSP Chapters serve communities across Texas. For more information or to volunteer, please contact:

AFSP – CENTRAL TEXAS
centralTX@afsp.org

AFSP – NORTH TEXAS
northTX@afsp.org

AFSP – SOUTH TEXAS
southTX@afsp.org

AFSP – SOUTHEAST TEXAS
southeastTX@afsp.org

BECOME AN ADVOCATE IN TEXAS

AFSP's Texas advocacy volunteers build relationships with public officials and advocate on behalf of sound suicide prevention policy.

To get involved, contact:
Nicole Gibson
Director of State Policy & Grassroots Advocacy
ngibson@afsp.org

AMERICAN FOUNDATION FOR Suicide Prevention | afsp.org

Commissioners Court - Regular Session **43.**

Meeting Date: 09/12/2017

WCCHD

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to recognize the Williamson County and Cities Health District on their national accreditation and certification.

Background

The WCCHD is now one of only a handful of Texas' 63 local health departments with dual national awards, as follows:

1. August, 2016 WCCHD became the fourth Local Health Department to receive national accreditation by the Public Health Accreditation Board, and
2. July, 2017 WCCHD received national certification by the National Association of County and City Health Officials as a Project Public Health Ready local health department

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

release.WCCHD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/06/2017 09:20 AM
Form Started By: Rebecca Clemons		Started On: 09/05/2017 01:49 PM
Final Approval Date: 09/06/2017		

Williamson County and Cities Health District
100 West 3rd Street | Georgetown, TX 78626

FOR IMMEDIATE RELEASE

July 7, 2017

Contact: Deb Strahler
512-248-7629

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PROTECTS COMMUNITY FROM EMERGENCIES AND DISASTERS THROUGH "PUBLIC HEALTH READY" RECOGNITION PROGRAM

The Williamson County and Cities Health District (WCCHD) has been recognized by the National Association of County and City Health Officials (NACCHO) for its ability to plan for, respond to, and recover from public health emergencies. WCCHD is the first local public health department in Texas that has been dually accredited by NACCHO for both Accreditation, which signifies that a health department is meeting national standards for ensuring that essential public health services are provided in the community, and Project Public Health Ready (PPHR), which encompasses all-hazards preparedness planning, workforce capacity development, and demonstration of readiness through exercises or real events.

WCCHD joins a cohort of more than 450 local health departments across the country that have been distinguished for excellence in preparedness through PPHR, either individually or as part of a region.

"This community is a leader in emergency preparedness—in public health, in public safety, and in other disciplines. Still, the most important factor in determining whether we succeed in responding to an emergency will be the cooperation among community, state and local partners, and helping each other in a time of duress," said John Teel, WCCHD Executive Director.

Local health departments recognized by PPHR undergo a rigorous evaluation by peer review to assess their ability to meet a set of national standards for public health preparedness. These standards align with federal government requirements and other national best practices.

"Local health departments play a critical role in preparing for, responding to, and recovering from public health emergencies," said Dr. William Barnes, NACCHO Interim Executive Director & Chief Program Officer. "NACCHO commends the Williamson County and Cities Health District for being a model of public health emergency preparedness."

For information about the Williamson County and Cities Health District, visit your public health department website at www.wcchd.org or call 512-943-3600.

###

Commissioners Court - Regular Session **44.**

Meeting Date: 09/12/2017

Recognition of Certificate of Achievement in Financial Reporting 09-12-2017

Submitted For: Melanie Denny **Submitted By:** Angela Schmidt, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the receipt of the Certificate of Acheivement in Financial Reporting for Fiscal Year 2016 and the Award for Outstanding Achievement in Popular Annual Financial Reporting for Fiscal Year 2016 from the Government Finance Officers Association:

Background

Attached are the announcements and copies of the Certificates. This is the 26th year for the Certificate of Achievement for Excellence in Financial Reporting and the 12th year for the Award for Outstanding Achievement in Popular Annual Financial Reporting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAFR 2016 Award

PAFR 2016 Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/05/2017 01:44 PM
Form Started By: Angela Schmidt		Started On: 09/05/2017 12:45 PM
Final Approval Date: 09/05/2017		

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

August 15, 2017

David U. Flores
County Auditor
Williamson County
710 South Main Street
Suite 301
Georgetown, TX 78626

Dear Mr. Flores:

We are pleased to notify you that your 2016 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. It is strongly encouraged the recommended improvements be implemented into the next report and the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a Certificate and brass medallion enclosed with these results. First-time recipients will find a Certificate enclosed with these results and will receive a plaque in about 10 weeks. You may arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and we hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

A Certificate of Achievement Program application is posted on GFOA's website. This application must be completed and accompany your next submission. See sections III and IV of the application for instructions. **The entity's GFOA membership number appears on the attached comments and must be listed on the application.** Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Todd Buikema
Acting Director, Technical Services Center

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

08/15/2017

For more information contact:
Todd Buikema, Acting Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: tbuikema@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Williamson County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Williamson County

Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morrill

Executive Director/CEO

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

August 15, 2017

David U. Flores
County Auditor
Williamson County
710 South Main Street, Suite 301
Georgetown, TX 78626

Dear Mr. Flores:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR) submitted to Government Finance Officers Association (GFOA). We are pleased to notify you that your PAFR for the fiscal year ended September 30, 2016, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements are based on an evaluation of information presented, reader appeal, understandability, distribution, and other elements (such as whether the PAFR is a notable achievement for the government given the government's type and size, and the PAFR's creativity and usefulness). The report received a weighted average score of 75.00 percent or above from three of the four highest individual reviews.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in the subsequent year's presentation. Your comments and suggestions, as well as a "Summary of Grading" form, are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next PAFR.

Continuing participants will find a Certificate and brass medallion enclosed with these results. The brass medallion may be mounted on your ten-year plaque. First-time recipients will find a Certificate enclosed with these results and will receive a plaque in approximately six weeks. The Award commemorates your achievement and may be used for formal presentations.

A current holder of a PAFR Award may include a reproduction of the Certificate in its immediately subsequent PAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions.

The PAFR Award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to GFOA within six months of the end of your entity's fiscal year. Enclosed is an application to facilitate a timely submission. If submitting electronically, the completed application can be scanned and e-mailed along with a link to the electronic version of the PAFR. If hard copies are submitted, four copies of the completed application should be enclosed with four copies of the PAFR. The appropriate fee may be paid by credit card or check.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well-presented PAFR. If we can be of further assistance, please do not hesitate to contact the PAFR Program staff in the Technical Services Center at (312) 977-9700.

Sincerely,

Todd Buikema
Acting Director, Technical Services Center

Enclosures

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

Williamson County

Texas

For its Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morrill

Executive Director/CEO

Commissioners Court - Regular Session **45.**

Meeting Date: 09/12/2017

Resolution declaring September as Preparedness Month and anouncement of WILCO Ready

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on passing a resolution naming September as Preparedness Month and to formally announce the launch of the WILCO Ready mobile application.

Background

Annually, September is set aside as Preparedness Month at local, state, and the national level to provide a coordinated effort to encourage residents to prepare themselves and their families prior to an emergency or disaster. Williamson County is providing all residents a comprehensive mobile application designed specifically to aid in personal and family planning, emergency communications planning, emergency status sharing, local disaster mapping, and update information provided during emergencies.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preparedness Month Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:12 AM
Form Started By: Jarred Thomas		Started On: 09/07/2017 09:16 AM
Final Approval Date: 09/07/2017		

State of Texas

County of Williamson

Know all men by these presents:

THAT ON THIS, the 12th day of September, 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Larry Madsen, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

Whereas, Texas has more natural disasters than any other state, recording 26 Major Disasters since the year 2000; and

Whereas, destructive events such as hurricanes, tropical storms, tornadoes, flash floods, wildfires, pandemics, acts of terrorism and cyberattacks can occur with little if any warning; and,

Whereas, in each of these circumstances, preparedness is the key to being ready to face threats and reduce the loss of life and property; and,

Whereas, preparedness responsibilities are shared by all residents. Families can help minimize the impact of disasters and emergencies by preparing themselves, their family members and their communities for the unpredictable nature of these incidents; and,

Whereas, all Williamson County residents are encouraged to develop and practice emergency plans that include a communications strategy and emergency meeting locations; and,

Whereas, all Williamson County residents should build a three-day disaster preparedness kit for homes and vehicles which should contain supplies of food, water, medicine and important documents along with other essential items; and,

Whereas, special preparedness considerations and steps should be taken for young children, seniors, and those with access and functional needs, those with medical devices and family pets; and,

Whereas, Williamson County has made available to all residents the "Wilco Ready" mobile application to aid in all the preceding preparedness activities; and,

Whereas, at this time, we urge all Williamson County residents to remain mindful of the dangers presented by natural and man-made disasters. Potential threats may change rapidly, therefore, it is important to stay informed and follow instructions from local officials and emergency management personnel, for together we stand ready; and,

Therefore be it resolved, the Williamson County Commissioners Court declares the month of September, 2017, to be PREPAREDNESS MONTH in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas, and urge the appropriate recognition whereof.

RESOLVED THIS 12th DAY OF SEPTEMBER, 2017.

Attest: _____ _____

Nancy E. Rister
Williamson County Clerk

Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 09/12/2017

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 regarding 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	09/07/2017 08:01 AM
Form Started By: Rachel Rull		Started On: 09/06/2017 04:46 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **47.**

Meeting Date: 09/12/2017

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	08/24/2017 11:49 AM
Form Started By: Lydia Linden		Started On: 08/24/2017 11:16 AM
Final Approval Date: 08/24/2017		

Commissioners Court - Regular Session **48.**

Meeting Date: 09/12/2017

Great Oaks Bridge Phase 1 PE Structural Supplemental No 1 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. 1 to the Professional Service Agreement (PSA) for Great Oaks Bridge Phase 1 between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program.

Background

The additional $20,055.00 is to cover additional tasks including incorporating Atkin's traffic analysis results from the Brushy Creek/Hairy Man project, additional iterations/alternatives to include interim and ultimate conditions, investigating the high-T intersection and impact of additional turn lanes, etc. And additional effort from a drainage perspective that came from a change in direction on the preferred alternative.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GrtOaksPh1_Supp1PSA

GrtOaksPh1_Supp4WA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:47 AM
Form Started By: Marie Walters		Started On: 09/07/2017 11:33 AM
Final Approval Date: 09/07/2017		

RECEIVED
AUG 31 2017
BY: PST

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1
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 **P.E. Structural Consultants, Inc.** *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on October 30, 2013;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 limits the agreement to **$200,000.00**; and,

WHEREAS, the ***"Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to **$200,000.00**; 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 not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from **$200,000.00** to **$220,055.00**.
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from **$200,000.00** to **$220,055.00**.
III. 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

Anna Boenig, P.E.
Printed Name

Vice President
Title

August 28, 2017
Date

COUNTY:
By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

DF
M 9/2/2017

RECEIVED
AUG 31 2017
BY: PSE

ATTACHMENT A
SUPPLEMENTAL NO. 4 TO
WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and **P.E. Structural Consultants, Inc.** (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

Schematic design, preliminary drainage impact study.

Part 2. The maximum amount payable for services under this Work Authorization without modification is hereby *increased* by $20,055.00 for a new maximum amount of $220,055.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 30, 2017, unless extended by a Supplemental Work Authorization.

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

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:	COUNTY:
P.E. Structural Consultants, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Anna Bosnig, P.E.	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
August 28, 2017	_____
Date	Date

OK
9/27/17

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County (N/A – see original Work Authorization)

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

(based on approved rates in PSA Exhibit II executed by Commissioners Court action; rates cannot be amended through a Supplemental to a Work Authorization)

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Great Oaks Bridge at Brushy Creek – Phase I

Supplemental No. 4 to Work Authorization No. 1

TASK 1 ROUTE AND DESIGN STUDIES

The following work, which was not in the original scope: incorporating traffic analysis results from the Brushy Creek/Hairy Man project, additional iterations/alternatives to include interim and ultimate conditions, investigating the high-T intersection and impact of additional turn lanes, etc at the request of the County.

TASK 5 PRELIMINARY DRAINAGE IMPACT STUDY

Additional effort from a drainage perspective provided due to a change in direction on the preferred alternative. Up until June 2016, drainage modeling focused on the "raised bridge" alternative and it was developed almost to completion. In June 2016, AECOM had the intention of submitting the preliminary Drainage Report based on that raised alternative. At that time the project was put on hold. When the project resumed, the modeling had to be re-worked and the Drainage Report completed with the "at grade" alternative.

EXHIBIT C

WORK SCHEDULE

Great Oaks Bridge at Brushy Creek – Phase I

This Work Authorization shall terminate on February 28, 2017, unless amended by a Supplemental Agreement.

➢ Data Collection	February 2014
➢ Field Surveying	February 2014
➢ Subsurface Utility Engineering (SUE)	February 2014
➢ Drainage Study	March – May 2014
➢ Alternative Analysis	March – June 2014
➢ Preliminary Submittal	June 2014
➢ Hold for Traffic Study	July 2014 thru Mid October 2015
➢ Review/Incorporate Results from Traffic Study	October 2015
➢ Revise Alternates per Results from Study	October 2015 – January 2016
➢ Updated Submittal	February 2016
➢ Additional modifications for High-T intersection	May 2016
➢ Public Involvement	June-July 2016
➢ Schematic Design	February 2016 – October 2016
➢ Preliminary Submittal (Summary of Feasibility Studies, TCP Narrative, Preliminary Cost Estimate, Preliminary Layout, Preliminary TCP Layout, Preliminary Detours, Preliminary Bridge Layout, Preliminary Drainage Report)	December 2016
➢ County Review of Preliminary Submittal	January 2017
➢ Final Submittal	February 2017

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Kennedy Consulting, Ltd.

PROJECT NAME: Great Oaks Bridge - Phase I

TASK DESCRIPTION	Project Manager	Senior Prof. 2	Senior Prof. 1	Prof. 2	Prof. 1	Admin / Clerical	Title 7	Title 8	Title 9	Title 10	Title 11	Title 12	Title 13	Total hours
Task 1 - ROUTE & DESIGN STUDIES														
1.4. Feasibility Studies/Alternatives Analysis	2	4	10	20										36
1.5. Schematic Design	4	8	16	20										48
1.7. Preliminary TCP Concept	1	2	4	10										17
HOURS SUB-TOTALS	7	14	30	50	0	0	0	0	0	0	0	0	0	101
CONTRACT RATE PER HOUR	$195.00	$180.00	$155.00	$130.00	$100.00	$65.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
TOTAL LABOR COSTS	$1,365.00	$2,520.00	$4,650.00	$6,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15,035.00
% DISTRIBUTION OF STAFFING	6.9%	13.9%	29.7%	48.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (Task 1)														$15,035.00

OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT											
Mylar (11"X17")	sheet		$3.00											$0.00
Photocopies B/W (8 X 10)	sheet		$0.10											$0.00
Photocopies B/W (11 X 17)	sheet		$0.15											$0.00
Photocopies Color (8 X 10)	sheet		$1.00											$0.00
Photocopies Color (11 X 17)	sheet		$1.50											$0.00
Standard Postage	letter		$0.44											$0.00
Overnight Mail-letter size	each		$25.00											$0.00
Overnight Mail-oversized box	each		$35.00											$0.00
Mileage	mile		$0.565											$0.00
Large Scale color plotting	sq ft		$1.000											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
SUBTOTAL DIRECT EXPENSES														$0.00

TOTAL COSTS	$15,035.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	$15,035.00

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: URS Corporation (AECOM)

PROJECT NAME: Great Oaks Bridge - Phase I

TASK DESCRIPTION	Principal Engineer	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-in-Training	Sr. CAD Tech	CAD Tech	Admin/Clerical	Title 10	Title 11	Title 12	Title 13	Total hours
Task 5 - PRELIMINARY DRAINAGE IMPACT STUDY														
5.1 - Preliminary Drainage Impact Study		1		2	4	8								15
5.3 - Proposed Conditions Hydrologic and hydraulic modeling		1		2	4									7
5.4 - Mitigation Alternatives		1		2	4	4								11
5.5 - Preliminary Impact Report		1		2	4			4	4					15
HOURS SUB-TOTALS	0	4	0	8	16	12	0	4	4	0	0	0	0	48
CONTRACT RATE PER HOUR	$220.00	$157.00	$149.00	$131.00	$107.00	$86.00	$99.00	$78.00	$72.00	$0.00	$0.00	$0.00	$0.00	
TOTAL LABOR COSTS	$0.00	$628.00	$0.00	$1,048.00	$1,712.00	$1,032.00	$0.00	$312.00	$288.00	$0.00	$0.00	$0.00	$0.00	$5,020.00
% DISTRIBUTION OF STAFFING	0.0%	8.3%	0.0%	16.7%	33.3%	25.0%	0.0%	8.3%	8.3%	0.0%	0.0%	0.0%	0.0%	
SUBTOTAL (Task 5)														**$5,020.00**

OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT											
Mylar (11"X17")	sheet		$3.00											$0.00
Photocopies B/W (8 X 10)	sheet		$0.10											$0.00
Photocopies B/W (11 X 17)	sheet		$0.15											$0.00
Photocopies Color (8 X 10)	sheet		$1.00											$0.00
Photocopies Color (11 X 17)	sheet		$1.50											$0.00
Standard Postage	letter		$0.44											$0.00
Overnight Mail-letter size	each		$25.00											$0.00
Overnight Mail-oversized box	each		$35.00											$0.00
Mileage	mile		$0.565											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
Item	unit		$0.100											$0.00
SUBTOTAL DIRECT EXPENSES														**$0.00**

TOTAL COSTS	$5,020.00
NON-SALARY (OTHER DIRECT EXPENSES)	$0.00
GRAND TOTAL	**$5,020.00**

Commissioners Court - Regular Session **49.**

Meeting Date: 09/12/2017

North Campus Facility - Change Order 19

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting and approving a report on the North Campus Project; Change Order #19 in the amount of $577,128.00 to be paid from the Buyout Savings for Alternate #4, Vehicle Inspection Storage.

Background

This change is for Alternate #4, Vehicle Inspection Storage, to be funded from buyout savings with no change to the contract amount.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding CO19

NCF-CO19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:33 AM
Form Started By: Gina Wrehsnig		Started On: 09/07/2017 11:22 AM
Final Approval Date: 09/07/2017		

Change Order No.	Court Agenda Date	Party of Initiation	Time Ext. (Days)	GMP Breakdown						GMP Total	Total Updated Contract Amount
				Cost of Work	CM Contingency	Owner Contingency	Buyout Savings (Current)	General Conditions	Construction Phase Fee		
Contract				$ 18,195,395.00	$ 406,771.00	$ 406,772.00	$ -	$ 1,896,522.00	$ 625,467.00	$ 21,530,927.00	$ 21,530,927.00
1	03/28/17		0	$ 3,659.00	$ -	$ (3,659.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
2	03/28/17		10	$ 114,186.00	$ -	$ (114,186.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
3	05/02/17		0	$ 1,727.00	$ -	$ (1,727.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
4	05/02/17		0	$ 19,494.00	$ -	$ (19,494.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
5	05/30/17		0	$ 19,676.00	$ (19,676.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
6	05/30/17		0	$ 14,465.00	$ (14,465.00)	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
7	05/30/17		0	$ 2,237.00	$ -	$ (2,237.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
8	05/30/17		0	$ 3,450.00	$ -	$ (3,450.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
9	06/27/17		0	$ 832.00	$ -	$ (832.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
10	06/27/17		0	$ 285.00	$ -	$ (285.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
11	06/27/17		0	$ 22,415.00	$ -	$ (22,415.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
12	06/27/17		0	$ 11,221.00	$ -	$ (11,221.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
13	06/27/17		0	$ (5,000.00)	$ -	$ 5,000.00	$ -	$ -	$ -	$ -	$ 21,530,927.00
14	06/27/17		0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,530,927.00
15	06/27/17		0	$ 79,584.00	$ -	$ (79,584.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
16	06/27/17		0	$ 9,930.00	$ -	$ (9,930.00)	$ -	$ -	$ -	$ -	$ 21,530,927.00
17	09/12/17	A&E	0	$ 2,450.00			$ (2,450.00)				$ 21,530,927.00
18	09/12/17	A&E	0	$ 1,747.00		$ (1,747.00)					$ 21,530,927.00
19	09/12/17	Owner	0	$ 577,128.00			$ (577,128.00)				$ 21,530,927.00
20											$ 21,530,927.00
21											$ 21,530,927.00
22											$ 21,530,927.00
23											$ 21,530,927.00
24											$ 21,530,927.00
25											$ 21,530,927.00
26											$ 21,530,927.00
27											$ 21,530,927.00
28											$ 21,530,927.00
29											$ 21,530,927.00
30											$ 21,530,927.00
											$ 21,530,927.00
			10	**$ 19,074,881.00**	**$ 372,630.00**	**$ 141,005.00**	**$ (579,578.00)**	**$ 1,896,522.00**	**$ 625,467.00**	**$ 21,530,927.00**	**$ 21,530,927.00**

VAUGHN
CONSTRUCTION
3171 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461
F: (512) 681-9752

July 19, 2017

Dwayne Gossett
Williamson County, Texas
3101 SE Inner Loop
Georgetown, TX 78620

Re: North Campus Facilities
Job No: 233901

Subj: Change Proposal No. 233901-0019

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $0 (zero) dollars to provide Alternate #4 - Building f per ASI-14 for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: North Campus Facilities

CHANGE PROPOSAL NO: 233901-0019

QUOTATION :

Item	Labor	Materials	Subs	Total
Building f Concrete Scope	$0.00	$0.00	$103,650.00	$103,650.00
Building f Masonry Scope	$0.00	$0.00	$37,390.00	$37,390.00
Building f PEMB Scope	$0.00	$0.00	$144,214.00	$144,214.00
Building f Doors/Hardware Scope	$0.00	$0.00	$7,514.00	$7,514.00
Building f Lighting Controls Scope	$0.00	$0.00	$3,660.00	$3,660.00
Building f Overhead Door Scope	$0.00	$0.00	$50,994.00	$50,994.00
Building f Waterproofing Scope	$0.00	$0.00	$982.00	$982.00
Building f Painting Scope	$0.00	$0.00	$15,275.00	$15,275.00
Building f Electrical Scope	$0.00	$0.00	$74,746.00	$74,746.00
Building f Fencing Scope	$0.00	$0.00	$8,250.00	$8,250.00
Building f Site Work Scope	$0.00	$0.00	$115,700.00	$115,700.00
Building f Termite Control Scope	$0.00	$0.00	$945.00	$945.00
Building f Steel Scope	$0.00	$0.00	$12,045.00	$12,045.00
Sub Default Insurance	$0.00	$1,763.00	$0.00	$1,763.00
Landscape Credit per ASI #005	$0.00	$0.00	$(295,302.00)	$(295,302.00)
Buy Out Savings Give Back	$0.00	$(281,826.00)	$0.00	$(281,826.00)
Totals	$0.00	$(280,063.00)	$280,063.00	$0.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$0.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: 7/19/2017

Accepted

By: _____

Date _____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 10 Days

- 8" Concrete Paving – 5,500 sf
- Pipe Bollards – 64 ea
- 18" Ribbon Curb – 598 lf
- Generator Pad – 1 ea
- Concrete Infill at Islands – 555 sf

ALTERNATE 4 - Building F – Vehicle Inspection Storage **ADD $ 103,650.00**

- Grade Beams – 688 lf
- Slab on Grade 8" thick – 6,727 sf
- Pipe Bollards at Building A – 29 ea
- Grouting of columns
- Setting of anchor bolts

The following items are **excluded** from our proposal:

- All demo/removal of any asphalt or concrete
- All subgrade preparation
- All Concrete Rip Raps
- All Concrete Headwalls
- All Concrete Safety end treatments
- 6" crushed stone base
- Mass excavation or backfill at North Pond and East Pond
- Mass structural excavation or backfill
- Excavation for Pilot/Trickle Channels
- Backfill behind curbs
- Removing, cleaning or disposing of redwood/expansion joint top strip
- Scale on Sheet Civil Sheet C5 (Keystone based on 1" = 50' (incorrect scale by engineer)
- Bracing or Shoring of Cast in Place Walls
- Concrete splash blocks
- Rock Drilling
- Rock Excavation
- Rebar Allowances
- Testing for floor tolerances
- Layout for other trades
- Supplying or setting of shims for columns
- Other trades block outs and or pour backs of such block outs
- Welding of Rebar or Welded Rebar
- Concrete for Duct-banks
- Soil erosion control
- Cast in place catch basins
- All Caulking or Joint Sealing
- Shoring of metal decks or existing structures
- Metal reinforcing accessories

BRAZOSMASONRY
SINCE 1989

Bid Proposal Page 3
Williamson County North Campus Facility
Georgetown, TX

BASE BID ---------- **$579,925**

ALTERNATE PRICING:
1.) Add Building A- ADD $59,575
2.) Add Building B- ADD $39,925
3.) Add Building C- No masonry
4.) Add Building F- ADD $36,000

SCOPE PRICING:
1.) Provide additional mobilizations (beyond 2 included in base bid)- ADD $8,750

NOTES / CLARIFICATIONS:
1.) Due to concerns with safety and schedule, this bid is made contingent upon interior CMU walls being installed prior to overhead ductwork, pipe, and miscellaneous MEP. This bid assumes needed sleeves and embeds in masonry will be provided and laid out in advance by the trade needing them. BMI will install sleeves or embeds in those locations. If overhead MEP is installed prior to masonry, there will be substantial additional cost.
2.) Grey CMU will have a range of color and texture that is present from the manufacturer. This pricing is made contingent upon all exposed Grey CMU being painted or covered by others. Brazos Masonry, Inc. is not responsible for color or texture ranges found in exposed Grey CMU walls. (see 2/Ab-6.02, and possibly other locations as well)
3.) This bid is made contingent upon all walls being accessible by forklift to build & dismantle scaffold, and stock material onto those scaffolds, **including areas on slab**. If this is not the case, there will be additional cost.
4.) Please note, BMI has concerns about the use of smooth colored block on this project. Unlike a burnished CMU, smooth colored CMU has small pits and imperfections in it's surface, exactly like a standard grey CMU. When mortar gets on the face of the CMU, it becomes ultimately impossible to remove. Additionally, there may be visible color variation between units, particularly between regular units and corners. Due to these issues, BMI recommends the use of an alternative material, such as split face (same cost) or burnished CMU (increased cost), and cannot guarantee customer satisfaction with the finished product if smooth colored CMU is used.
5.) Due to the issues raised in #4 above, BMI recommends that the mortar used on the smooth colored CMU match the units as closely as possible. This bid includes a white mortar at the TX Cream color, and grey at the Charcoal color. This will mitigate, but not remove the issues listed above.
6.) This bid includes 9 gauge ladder reinforcing wire per S-1.01 (04 20 00-2.7-B-1 calls for 3/16" diameter)
7.) The specs do not specify a size for the masonry mockup. This bid includes a maximum size of 8'x8' for all masonry materials, and does NOT include CMU backup. If a larger mockup is required, there will be additional cost.
8.) There are several details within the project that show tube steel inside the cells of CMU (see 7/Ah-10.06 and 9/Ab-9.01). Please note that the expansion and contraction of the steel will likely cause the masonry to crack. An alternate detail is recommended by BMI
9.) Some floor plans appear to show tube steel in the CMU walls adjacent to the 3x7 man doors that does not exist in the details, or on the structural drawings (see Ag-2.01, e.g.). This bid does not include installing CMU around tube steel if the tube steel is not indicated on the structural drawings.
10.) This bid includes weld-on ties per 04 20 00-2.8-D-1-a. Installation (welding) of those ties is excluded.

Kelsie Bounds
22-Aug-16

WWW.BRAZOSMASONRY.COM
Phone: 254 848 5830 | Fax: 206 202 0991 | Mail: PO Box 23428 Waco, TX 76702 | Location: 287 Cherokee Trail Waco, TX 76712

BRAZOSMASONRY

SINCE 1989

June 15, 2017

ATTN: Doug Boram
Vaughn Construction
10355 Westpark Dr
Houston, TX 77042-4312

PROJECT: WILCO North Campus Facility
LOCATION: Georgetown, TX

CHANGE ORDER PROPOSAL

Doug,
Below you will find pricing to perform additional work on the above referenced project.
DESCRIPTION OF CHANGE: Add CMU returns at building corners.

Per: ASI #14

ITEM	QUANTITY	UNIT OF MEASURE	U/P LABOR	TOTAL LABOR	U/P MAT	TOTAL MAT	TOTAL
Foreman	1.8	HRS.	$ 38.00	$68.40			$68.40
Masons	9	HRS.	$ 23.00	$207.00			$207.00
Labor	12.6	HRS.	$ 15.00	$189.00			$189.00
Operator	1.8	HRS.	$ 18.00	$32.40			$32.40
8"Smooth Colored Block	0	ea.			$ 3.92	$0.00	$0.00
8" Smooth Colored Block (halves)	88	ea.			$ 3.25	$286.00	$286.00
Type S Colored Mortar	2	batches			$ 19.50	$39.00	$39.00
Grout (material and labor)	0.5	yds.	$ 80.00	$40.00	$ 90.00	$45.00	$85.00
Wire Corners	44	ea.			$ 1.85	$81.40	$81.40
Rebar	60	L/F			$ 0.62	$37.20	$37.20
Washdown	60	sq. ft.	$ 0.40	$24.00	$ 0.30	$18.00	$42.00
Misc. Equipment	0	hrs.			$ 20.25	$0.00	$0.00
Forklift	0	HRS.			$ 22.06	$0.00	$0.00
SUB TOTAL				$560.80		$506.60	$1,067.40
LABOR BURDEN @	35.00%						$196.28
SUB TOTAL							$1,263.68
OVERHEAD @	10.00%						$126.37
PROFIT @	0.00%						$0.00
SUB TOTAL							$1,390.05
GRAND TOTAL					**Add**		$1,390.00

Duration of Working Days ADDED to Contract Schedule: 0

Please send a change order as soon as possible if this work is to take place. Work under this proposal will NOT take place unless formal change order is received.

Sincerely,
Brazos Masonry, Inc.

David Barclay
Project Manager

ESTIMATE # 1969-16-04-03
DATE QUOTED: 6/29/17
TAKE-OFF BY: Jimmy York
REVIEW #1: ----
ESTIMATED BY: FEN
DATE ESTIMATED: 6/22/17
ENGINEERING: ---- ----
REVIEW #2: SEE 6/28/17

RED DOT BUILDINGS
www.reddotbuildings.com
1209 W.CORSICANA
ATHENS, TX 75751
(800) 657-2234
FAX (903) 675-9180
IAS ACCREDITED AC472
MBMA

REV: 15-12-A JOB #
GREEN LIGHT DATE:
SCOPE SHEET
CRU NORTH AMERICAN STEEL INDEX: ---
DELIVERY COMMITMENT:

Estimate

SALES REPRESENTATIVE: Red Dot

BUYER: Williamson County
ADDRESS:
CITY: STATE: ZIP:
PHONE: FAX:
CELL: CELL:
E-MAIL:
BUYER CONTACT:

SHIP VIA: (RED DOT) CUSTOMER PICKUP OTHER: FOB Georgetown TX
SPECIAL SHIPPING INSTRUCTIONS:
PROJECT NAME: North Campus Facility (Bid Alternate # 4)
MILES TO JOB SITE: 165 BUILDING USE: Building 'f'
IN CITY LIMITS ✓ OUT OF CITY __ WITHIN 100 MILES OF SEA COAST? No
JOB SITE ADDRESS: 2910 SE Inner Loop
CITY: Georgetown CTY: Williamson STATE: TX ZIP: 78626

BUILDING DIMENSIONS

	FRAME TYPE						GIRT CONDITION LEW	REW	FSW	BSW
'A'	TC (Gable Tapered Columns)	51'-4	W	129'	L	16'	H 3 :12	Bypass	Bypass	Bypass	Bypass
'B'			W		L		H :12				
'C'			W		L		H :12				
'D'			W		L		H :12				
'E'			W		L		H :12				

RECESSED COLUMNS: SIDEWALL ENDWALL INTERIOR IF SO, HOW MUCH? MODULE SPACING:

FRAMING

	BAY SPACING (LEFT TO RIGHT)					
'A'	27' | 3 @ 25' | 27'	MF 4	BFEW	OTHER 2*	BRACING	Wind bents
'B'		MF	BFEW	OTHER	BRACING	
'C'		MF	BFEW	OTHER	BRACING	
'D'		MF	BFEW	OTHER	BRACING	
'E'		MF	BFEW	OTHER	BRACING	

SPECIAL FRAME/BRACING INSTRUCTIONS: * Non expandable main frames

STRUCTURAL FINISH

PRIMARY FRAMING: Hot-Dip galvanized SECONDARY FRAMING: Pre-galvanized JOIST FRAMING: N/A

DESIGN LOADS

BLDG CODE & NATURE OF OCCUPANCY: IBC-2012 Risk category II
WIND SPEED/LOAD: 115 (MPH) PSF I: N/A EXP: C ENCL: Closed
SNOW I: 1.00 PSF: 5 Ground EXP: Partially exposed
SEISMIC I: 1.00 SITE CLASS: D Ss .063 S1 .035
COLLATERAL LOAD (PSF) 5 Per 133420 page 3
LIVE LOAD 20 Reduction allowed
DRIFT H/180 Per 133420 page 3
VERTICAL FRAME DEFLECTION (LIVE LOAD) L/240 Per 133420 page 3
PURLIN DEFLECTION (LIVE LOAD) L/240 Per 133420 page 3
GIRT DEFLECTION L/360 Per 133420 page 3
DESIGN NOTES: Provide 10 (psf) dead load per S-1.01
CRANE: No MEZZANINE: No UL580 CLASS90 Yes FM GLOBAL No

SHEETING/PANEL/TRIM

	TYPE								
ROOF:	24 in Trapezoidal - Field Seam SSR	GA 24	COLOR Kynar- "Bristol Blue"	IF SSR: CLIP TYPE-	Low floating	T BLKS 3/8"			
WALL:	PBR panel	GA 26	COLOR Kynar- "Bristol Blue"	FASTENERS:	Long Life	LENGTH STD			
SOFFIT:		GA	COLOR	SOFFIT FINISH:					
ROOF LINER:		GA	COLOR	LINER FINISH					
WALL LINER:		GA	COLOR	LF	HT	TRIM OUT TOP OF LINER			
PARTITION WALL:		GA	COLOR	SEE PAGE 2 - PARTITION WALLS - FOR LOCATION					

ADDITIONAL SHEETING/PANEL NOTES: Provide Red Dot 20 year Single Source III (NDL) weather tightness warranty.

BASE CONDITIONS

Base angle only

JOB NO:
CUSTOMER INITIALS

ESTIMATE # 1969-16-04-03

SPANDRELS/LINTELS

SPANDRELS: None

LINTELS: None

INSULATION

INSULATION BY: Red Dot ROOF 4" VRR Plus (white face) without wire support WALL 4" VRR Plus (white face) without wire support

INSULATION NOTES: Wall insulation frame line A to frame line C only. Insulation at block walls by others.

FRAMED OPENINGS/OVERHEAD DOORS/GLASS/LOUVERS/EXHAUST FANS

QUANTITY 8 WIDTH 10' HEIGHT 12' TYPE Overhead door by others

QUANTITY ___ WIDTH ___ HEIGHT ___ TYPE

QUANTITY ___ WIDTH ___ HEIGHT ___ TYPE

QUANTITY ___ WIDTH ___ HEIGHT ___ TYPE

QUANTITY ___ WIDTH ___ HEIGHT ___ TYPE

FRAMED OPENING NOTES:

OPEN WALLS

Front and back side walls frame line C to frame line F open full to remain.
Right and left end walls open for CMU block walls by others

SKYLIGHTS/WALL LIGHTS

SKYLIGHTS ___ TYPE ___ WALL LIGHTS ___ LENGTH ___ TYPE ___

SKYLIGHT/WALL LIGHT NOTES: None

TRIM

Gutter, Downspouts and Eave Trim TRIM GAUGE 24 TRIM COLOR Kynar* (IF NOT ALL SAME, SEE NOTES.)

CUSTOMER PREFERENCE (IF ANY) FOR NUMBER OF DOWNSPOUTS * OR SPACING (SPECIFY) * Per Plans

ADDITIONAL TRIM NOTES * Bristol Blue

VALLEY GUTTER

VALLEY GUTTER: No GAUGE: ___ FINISH: ___ EPDM LINER: ___ TOTAL LENGTH: ___

VALLEY DRAINS TO ONE END: ___ BOTH ENDS: ___ INTERIOR DOWNSPOUTS: ___ SPACING ___

(USE WELDED VALLEY IF VALLEY TO BE LOCATED INSIDE BUILDING ENVELOPE - PVC DOWNSPOUTS WILL BE PROVIDED BY OTHERS)

VENTS

*VENTS WILL MATCH THE COLOR OF THE ROOF

129' Linear feet COR-A-VENT

ADDITIONAL VENT NOTES

PERSONNEL DOORS

*SEE SKETCH/PLANS FOR LOCATION DIMENSIONS

ALL DOORS WILL BE HOLLOW METAL PRIMED WHITE

"IF BUILDING DESIGN REQUIRES GIRT BELOW 7'-4", CEE FRAMED OPENINGS WILL BE PROVIDED FOR WALK DOOR"

QTY	SIZE	HARDWARE	QTY	SIZE	HARDWARE

DOOR NOTES: None, all personnel doors provided and installed by others.

ROOF EXTENSIONS/FASCIA, PARAPETS

ROOF EXTENSIONS: S.W. PROJECT 3' LONG Full Two sides Without soffit (A) B C D E

E.W. PROJECT None LONG A B C D E

Parapet PROJ * HT * LN. FT. * ELEV * PANEL TYPE * PANEL COLOR * TRIM COLOR *

EXTENSION/FASCIA/PARAPET NOTES: * Design each end wall to support 1'-5 above roof CMU block follow the roof line parapet by others.

PARTITION WALLS

None

BUILDING ANCHORAGE BY OTHERS UNLESS NOTED BELOW INSTALLED ON: Slab

MBMA guidelines state the following: "The metal building manufacturer is **NOT** responsible for the design, materials and workmanship of the foundation. Anchor bolt plans prepared by the manufacturer are intended to show only location, diameter, and projection of anchor bolts required to attach the metal building system to the foundation. The manufacturer is responsible for providing to the builder the loads imposed by the metal building system on the foundation. It is the responsibility of the end customer to ensure that adequate provisions are made for specifying bolt embedment, bearing angles, tie rods, and/or other associated items embedded in the concrete foundation, as well as foundation design for the loads imposed by the metal building system, other imposed loads, and the bearing capacity of the soil and other conditions of the building site."

To summarize, Red Dot designs the diameter, placement pattern and projection of the anchor bolts. Foundation design considerations, including bolt embedment length and minimum edge distance, are determined by and are the responsibility of the foundation engineer or others, **NOT** Red Dot.

BUILDING ERECTION DAVIS-BACON Yes EQUIPMENT ALLOWED ON SLAB? Yes

BUILDING TO BE ERECTED BY: Red Dot SPECIAL SAFETY CONSIDERATIONS? No

RED DOT REQUIRES THE FOLLOWING: 1. EQUIPMENT ALLOWED ON SLAB DURING ERECTION PROCESS. 2. ADEQUATE JOB SITE SECURITY OR MINI-MOBILE STORAGE CONTAINER PROVIDED BY CONTRACTOR. 3. DUMPSTER PROVIDED BY CONTRACTOR TO DEPOSIT ALL TRASH INCLUDING SHEET METAL. 4. TOILET FACILITIES MADE AVAILABLE FOR CONSTRUCTION CREW MEMBERS. 5. CLEAR ACCESS TO SLAB FOR DELIVERY AND CONSTRUCTION CREW TRUCKS. 6. ABILITY TO UNLOAD AND STAGE BUILDING COMPONENTS ON SLAB AND/OR WITHIN 100' OF SLAB. 7. STAGING AREA AROUND SLAB TO BE SMOOTH WITH SUFFICIENT WATER DRAINAGE. 8. GROUND AROUND SLAB PERIMETER SHOULD BE CLEAR AND CAPABLE OF SUPPORTING CONSTRUCTION EQUIPMENT INCLUDING ROUGH TERRAIN FORKLIFTS, MAN LIFTS AND CRANES IF REQUIRED. 9. NO OVERHEAD OBSTRUCTIONS THAT VIOLATE OSHA REQUIREMENTS OR INTERFERES WITH THE ERECTION OF THE BUILDING.

DRAWINGS/DOCUMENTS

APPROVALS REQUIRED: Yes NUMBER OF SETS 3 NUMBER OF SETS OF ANCHOR BOLT DRAWINGS: 3 NUMBER OF SETS OF ERECTION DRAWINGS: 3

PERMIT DRAWINGS REQUIRED: Yes NUMBER OF SETS 3 DESIGN CALCULATIONS REQUIRED: Yes

CUSTOMER DRAWINGS RECEIVED AT TIME OF QUOTE: Yes ADDENDUM Addendum 1 and 2 ASI # 14 no date

LIST SHEETS RECEIVED AND REV. DATE Complete set dated 07/14/2016

SPECIFICATIONS RECEIVED AT TIME OF QUOTE: Yes COMPLETE: Yes IF NO, LIST SECTIONS RECEIVED

ADDITIONAL NOTES AND ALTERNATE DESCRIPTIONS

EXCLUSIONS: Foundation, dirt work, light-gauge framing, finish paint on structure, sag rods, purlin spacers, wall lights, roof openings other than stated on quote, penetrations, roof jacks, exhaust fans, louvers, fixed and operable windows, personnel doors, splash blocks, pipe bollards, stainless steel fasteners, ball strainers, FM Global design requirements, mock-ups, point loads, and miscellaneous steel. Items provided by others to be supplied and installed by others. Materials not specifically called out on this estimate are not included in the price. Any addition or change to this estimate may incur additional cost.

Red Dot to Provide Anchor Bolts

Alternate #1 - Provide Performance & Payments Bond. Add to base erected price.

****** Note: Prior to final building material delivery, Red Dot reserves the right to use the current CRU North American Steel Index as an evaluation tool to determine if price increases to contract (via change order) are warranted during production phases of this project. The steel index benchmark date should be considered the date of building sale (i.e. customer letter of intent or verbal directive to proceed). ******

THE PRICE BELOW INCLUDES FREIGHT TO THE JOB SITE UNLESS NOTED

PAYMENT TERMS:

TBD

*** ITEMS AND/OR SERVICES NOT SPECIFIED WITHIN THIS ESTIMATE SHOULD BE CONSIDERED EXCLUDED ***
**** ALL ADDITIONAL INSURANCE REQUIREMENTS, SUCH AS ADDITIONAL INSURED, WAIVER OF SUBROGATION OR PERFORMANCE BOND, ETC., WILL BE PRICED AS AN ALTERNATE TO THIS ESTIMATE ****
***** DUE TO THE VOLATILE CONDITIONS WHICH CURRENTLY AFFECT STEEL PRICES IN OUR INDUSTRY, RED DOT RESERVES THE RIGHT TO REVISE PRICING FOR THIS PROJECT AT ANY TIME. *****
****** MATERIAL IS BEING SUBMITTED AS AN EQUAL TO SPECIFIED. ******

		MATERIAL ONLY			MATERIAL AND ERECTION
		MATERIAL	TAX	TOTAL	TOTAL
BASE					$144,214
ALTERNATE 1	ADD	-	-	-	$2,039
ALTERNATE 2					
ALTERNATE 3					
ALTERNATE 4					

IF APPLICABLE, REFER TO ATTACHED PAGE(S) FOR ADDITIONAL INFORMATION

ADDITIONAL NOTES

ERECTION NOTE: Red Dot-supplied metal building erectors will meet the safety requirements as outlined in OSHA 1926. A price increase may be required if Red Dot is held to a more stringent standard that exceeds OSHA 1926 requirements.

SEAMER NOTE: In the event that the quoted metal building system with standing seam roof (SSR) is purchased as MATERIAL ONLY with erection by others, the rental tools required to mechanically seam the SSR to achieve weather tightness will be the responsibility of the Buyer and not Red Dot. The electric seamer, hand crimper or hand tool required are considered tools or equipment to erect, which Red Dot excludes from this estimate and/or contract (when supplying material only). Red Dot will forward to the Buyer the information needed to rent the SSR tools directly from the roof system manufacturer. The costs and delivery coordination associated with this rental will be the responsibility of the Buyer and not Red Dot Buildings.

DEVIATIONS FROM PLANS AND SPECIFICATIONS / ASSUMPTIONS

DEVIATION:

~ 2" diameter threaded steel rod wind bracing.

~ Red Dot is quoting 24 gauge trim in lieu of 22 gauge trim due to availability.

ASSUMPTIONS:

~ Roof panel per 133419 page 7 assumed as 24" DoubleLok 24 gauge Kynar in lieu of panel per 076113.

Project: 303393 - Williamson County North Campus Facility
Contemplated Change Order # 5
ASI #14 - F Building.

1	**Pair Doors #F101**		**EXTERIOR from VEHICLE INSP. STORAGE F101**			
1	Padlock	955-6		606	FL	
				Opening Total		72.73
1	**Pair Doors #F102**		**EXTERIOR from VEHICLE INSP. STORAGE F101**			
1	Padlock	955-6		606	FL	
				Opening Total		72.73
1	**Other Door #F103**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Other Door #F104**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Other Door #F105**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Other Door #F106**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Single Door #F107**		**VEHICLE INSP. STORAGE F101 from VEHICLE INSPECTION f102**			**LHR**
1	HMD HF 16 A60 3070 F PG2 1 3/4 LHR (C1; EPT2; NHP_CH; PR3)					
1	SU NS/BACKBEND 16 A60 700 SGL 3070 Weld RH (A01_MSZ1-; EPT2; H1; NHP; R; TB; W3SF4HD)					
1	Continuous Hinge	112HD 83" EPT	RH	US28	IV	
1	Exit Device	FSE RX 25-R-L x 510L QUANTUM SEX BOLTS (4)	LHR	SP28, US28	FL	
1	Rim Cylinder	12E-72 PATD		626	BE	
1	Door Closer	SC71 SS/HO TBWMS		689	FL	
1	Power Transfer	EPT 10		SP28	VO	
1	Power Supply	PS914 900-2RS			VO	
1	Weatherstrip	8878AA 1 x 36" 2 x 84"			ZE	
1	Length of Rain Drip	142AA 40"			ZE	
1	Door Sweep	339AA 36"			ZE	
1	Threshold	896 N 36" SIA		AL	NA	
				Opening Total		3,025.09
1	**Other Door #F108**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Other Door #F109**					
2	Mortise Cylinder	1E-74 PREM		626	BE	131.94
				Opening Total		131.94
1	**Other Door #F110**					
2	Mortise Cylinder	1E-74 PREM		626	BE	131.94
				Opening Total		131.94

Project: 303393 - Williamson County North Campus Facility
Contemplated Change Order # 5
ASI #14 - F Building.

1	**Other Door #F111**					
2	Mortise Cylinder	1E-74 PREM		626	BE	
				Opening Total		131.94
1	**Single Door #F112**	**EXTERIOR from VEHICLE INSPECTION f102**				**RHR**
1	HMD HF 16 A60 3068 F PG2 1 3/4 RHR (C1; EPT2; NHP_CH; PR3)					
1	SU 16 A60 800 SGL 3068 Weld LH (A17_MT-; EPT2; H1; R; SH4; TB; W3SF4HD)					
1	Continuous Hinge	112HD 83" EPT	LH	US28	IV	
1	Exit Device	FSE RX 25-R-L x 510L QUANTUM SEX BOLTS (4)	RHR	SP28, US28	FL	
1	Rim Cylinder	12E-72 PATD		626	BE	
1	Door Closer	SC71 SS/HO TBWMS		689	FL	
1	Power Transfer	EPT 10		SP28	VO	
1	Power Supply	PS914 900-2RS			VO	
1	Weatherstrip	8878AA 1 x 36" 2 x 84"			ZE	
1	Length of Rain Drip	142AA 40"			ZE	
1	Door Sweep	339AA 36"			ZE	
1	Threshold	896 N 36" SIA		AL	NA	
				Opening Total		3,023.82

Section Totals

Finish Hardware	5,490.00
Hollow Metal Doors	1,156.00
Hollow Metal Frames	868.00
Pre-Tax Total	**7,514.00**

Taxes

EX - NON-TAXABLE	-
Tax Total	-
Grand Total	**7,514.00**

LOCHRIDGE PRIEST
HEATING · AIR CONDITIONING · PLUMBING

TACLA28343C

M-41036

Price Change Order # 009

Date: June 19, 2017

To: **Vaughn Construction**
3920 N. IH-35
Austin, Texas 78751

Attn: **Doug Boram**

Job Name: **Williamson County North Campus Facility**

Job Location: 3171 SE Inner Loop
Georgetown, Texas 78626

LP Job #: **HC16-651**

Reference: **Building F**

Please (add) the amount below per the items listed in the breakout sheet. This change proposal was based on the plans received on June 14, 2017 for Building "F" per ASI-014.

Base Bid Total: **$3,660.00**

Inclusions: Material and Labor

Exclusions: **Bond, overtime and original contract exclusions.**

By:

Mark Veselka
Project Manager

Please Note: Lochridge Priest has the right to reprice this change order in the event that the supplied information is incorrect or differs from the actual field situation.

HVAC & PLUMBING SHORT RECAP

PRINT TIME: 6/19/2017 16:16
BID DATE: 11/11/2016
EST. NO.: CP-08

JOB NAME: Williamson County Courthouse
LOCATION: 3171 SE Inner Loop, Georgetown, Texas 78626

LABOR RATE: $ 40.00
MCA %: 100%

	QUAN	DESCRIPTION		MAN HRS UNIT HRS	MAN HRS EXT HRS	EQUIP $	MAT'L $	LABOR $	SUB-MISC
PLUMBING	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	20% ADD FOR MED. GAS. PI		0	0	$ -	$ -	$ -	$ -
	1	10% ADD FOR DOM. WTR. PI		0	0	$ -	$ -	$ -	$ -
	-	TAG & ID		-	0		$ -	$ -	$ -
	-	TESTING	10.0%	-	0			$ -	$ -
	-	SUPERVISION	10.0%	-	0			$ -	$ -
	PLUMBING TOTALS ▶				0	$ -	$ -	$ -	$ -
PIPING	QUAN	DESCRIPTION							
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	10% ADD FOR 1" & DOWN PI		0	0	$ -	$ -	$ -	$ -
	-	TAG & ID		-	0	$ -	$ -	$ -	$ -
	-	SUPERVISION	10.0%	-	0	$ -	$ -	$ -	$ -
	PIPING TOTALS				0	0	0	0	0
SHEETMETAL		#'S OF DUCT:					$ -		
	LABOR RATES						$ -		
		$ 40.00	SHOP	-	0		$ -	$ -	
		$ 40.00	HANDLING	-	0		$ -	$ -	
		$ 40.00	FIELD	-	0		$ -	$ -	
	QUAN	DESCRIPTION							
		Sheetmetal Shop Expense							$ -
	1	20% FIELD CORR. FACTOR		0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	1			0	0	$ -	$ -	$ -	$ -
	1	-		0	0	$ -	$ -	$ -	$ -
	-	SUPERVISION	10.0%		0	$ -	$ -	$ -	$ -
	SHEETMETAL TOTALS				0	$ -	$ -	$ -	$ -
	HVAC TOTALS ▶				0	$ -	$ -	$ -	$ -

SUB & MISC	LINE	DESCRIPTION	VENDOR					SUBCONTRACTOR
	1	INSULATION			$ -	$ -	$ -	$ -
	2	TEMP CONTROLS	Automated		$ -	$ -	$ -	$ 2,875
	3	CT&S			$ -	$ -	$ -	$ -
	4	Test and Balance			$ -	$ -	$ -	$ -
	5	-			$ -	$ -	$ -	$ -
	6	-			$ -	$ -	$ -	$ -
	7	CLEAN UP CREW	2.0%		$ -	$ -	$ -	$ -
	8	EQUIPMENT RENTAL						$ -
	9	SU; T & B ; G & A					$ -	$ 150
	-	SMALL TOOL/MISC MTL/WARRANTY				$ -		$ -
	SUB & MISC. TOTALS				$ -	$ -	$ -	$ 3,025

STARTUP LABOR RATE: $ 90.00
EQUIPMENT ADJUSTMENT: $ -
WARRANTY %: 4%
MISC. MATERIAL %: 17%

MISC	DESCRIPTION:	
	Pricing for Building F	0.00%
		10%
		10%

SUMMARY

	HVAC	SUB & MISC.	PLUMBING	TOTALS
EQUIP	$ -	$ -	$ -	$ -
MATL	$ -	$ -	$ -	$ -
LABOR	$ -	$ -	$ -	$ -
S/M	$ -	$ 3,025	$ -	$ 3,025
TAX	$ -	$ -	$ -	$ -
COST	$ -	$ 3,025	$ -	$ 3,025
GEN. COND.	$ -	$ 303	$ -	$ 303
SUBTOTAL	$ -	$ 3,328	$ -	$ 3,328
FEE	$ -	$ 333	$ -	$ 333
BID W/O BOND	$ -	$ 3,660	$ -	$ 3,660
PERF. BOND			▶	$ -
JOB TOTAL BID			▶	$ 3,660
% M/U v LABOR	0.0%	0.0%	0.0%	0.0%

Lochridge Priest

GENERAL ADMININSTRATIVE & MISCELLANEOUS SUMMARY

JOB NAME: Williamson County Courthouse
LOCATION: 3171 SE Inner Loop, Georgetown, Texas 78626

PRINT TIME: 6/19/2017 16:16
BID DATE: 11/11/2016
EST. NO.: CP-08

	GEN & ADMIN DESCRIPTION	UNIT COST	UNIT MEASURE	QUANTITY	TOTAL COST
1	PROJECT MANAGER	$ 75	Hr	2.00	$ 150
2	ASSISTANT PROJECT MANAGER	$ 10,700	Month	0.00	$ -
3	SUPERINTENDENT	$ 15,500	Month	0.00	$ -
4	SECRETARIES	$ 3,500	Month	0.00	$ -
5	PROJECT OFFICE	$ 2,062	Month	0.00	$ -
6	ENGINEERING	$ 99	Hour	0.00	$ -
7	TELEPHONE/FAX/OFFICE SUPPLIES	$ 1,000	Month	0.00	$ -
8	SHEET METAL CARTAGE	$ 700	Trip	0.00	$ -
9	PICK-UP & DELIVERIES	$ 375	Each	0.00	$ -
10	NEW HIRE COSTS/SAFETY TRAINING	$ 500	Each	0.00	$ -
11	ESTIMATING	$ 80	Hour	0.00	$ -
12	SHOP & RECORD DRAWINGS - 8% OF LABOR	$ 45	Hour	0.00	$ -
	GENERAL ADMINISTRATIVE SUMMARY TOTAL ——▶				**$ 150**

EQUIPMENT RENTAL

DESCRIPTION	UNIT COST	UNIT MEASURE	QUAN.	TOTAL COST
185 CFM AIR COMP W/HOSES	$ 2,174.00	MONTH	0	$ -
SCISSOR LIFT -- 15 FT ELEC	$ 350.00	MONTH	0	$ -
GENERATOR - 4000 WATT	$ 457.00	MONTH	0	$ -
FORK LIFT -- WAREHOUSE 5000LB	$ 1,716.00	MONTH	0	$ -
SKYTRACK	$ 3,457.00	MONTH	0	$ -
WELDING MACHINE - GASOLINE	$ 692.00	MONTH	0	$ -
BACKHOE -- 12 FT	$ 3,082.00	MONTH	0	$ -
TRACKHOE -- 13-15 FT	$ 5,102.00	MONTH	0	$ -
COMPACTOR	$ 500.00	MONTH	0	$ -
TRENCHER	$ 9,500.00	Week	0	$ -
TRENCHER DELIVERY/PICKUP	$ 750.00	LOT	0	$ -
FUEL	$ 1,073.00	LOT	0	$ -
RENTAL EQUIPMENT INSURANCE	$ -		0	$ -
RENTAL EQUIPMENT TAX				$ -
TOTAL EQUIP RENTAL ——▶				$ -

BALANCE -- STARTUP AIR & WATER

QUAN	DESCRIPTION	PIPING STRTUP UNIT	PIPING BAL UNIT	SHEETMETAL STRTUP UNIT	SHEETMETAL BAL UNIT	PIPING STRTUP EXT	PIPING BAL EXT	SHEETMETAL STRTUP EXT	SHEETMETAL BAL EXT
1		0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	-	0.00	0.00	0.00	0.00	0	0	0	0
0	G/R/D	0.00	0.00	0.00	0.50	0	0	0	0
	SUB-TOTALS					0 PIPING	0	0 SHT MTL	0
	START UP TOTALS					0 MANHRS		0 MANHRS	
	BALANCE TOTALS					0 MANHRS		0 MANHRS	

	MNHRS	COST
STARTUP - PIPING	0	$ -
STARTUP - SHEETMETAL	0	$ -
BALANCE - PIPING	0	$ -
BALANCE - SHEETMETAL	0	$ -
TOTAL	0	$ -

Mark Veselka

From: Aramil, Dennis UTC CCS <Dennis.Aramil@automatedlogic.com>
Sent: Friday, June 16, 2017 8:31 AM
To: Yerges, Dan UTC CCS; Mark Veselka
Subject: RE: ASI-014 Bldg. f Vehicle Inspection Storage Dwg.
Attachments: 02_WILCO NCF Proposal_8-23-2016_Bldg F .pdf

Mark,

There is no mechanical plan on the attached. I assumed that there's no controls in the scope. Also per Sheet e-2.01, the exterior lighting is controlled by a photocell provided by the electrical contractor. If exterior lighting BAS control is added, the price is $2875.00 per the attached as originally priced at bid date.

Thanks,

Dennis Aramil
AUTOMATEDLOGIC
Building Technologies
11100 Metric Blvd. Suite 400
Austin, Texas 78758
Ph:512-719-6426
Cell:512-848-9180

This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

From: Yerges, Dan UTC CCS
Sent: Friday, June 16, 2017 7:35 AM
To: Aramil, Dennis UTC CCS
Subject: FW: ASI-014 Bldg. f Vehicle Inspection Storage Dwg.

Dennis,

Please price this up for Mark.

Thanks,

AUTOMATEDLOGIC
Building Technologies

Dan Yerges
Operations Manager
(512) 528-7800 Office
(512) 284-2883 Cell
dan.yerges@automatedlogic.com

Cedar Park OVERHEAD DOORS

Estimate

1408 N. Bell Blvd
Cedar Park, TX 78613

512-961-5691 Sales
512-335-7441 Office
512-219-1538 Fax

Estimate valid for 30 days

Date	Estimate #
7/7/2017	187733-MAX

Bill To:	Ship To:
Vaughn Construction 3920 North I-35 Austin, TX 78751	WILCO North Campus Facility 3151 SE Inner Loop Georgetown, Texas 78626

Customer Phone	Customer Fax	Customer E-mail	Rep
			TODD

Description	Qty	Rate	Total
Building B Door Mark: F103, F104, F105, F106, F108, F109, F110 & F111 Mfg:Cookson/Amarr 10W x 12'H. Model 4100/ESD20 THERMISER MAX Insulated Rolling Steel Service Door. 22 ga. Galvanized Steel 3" Flat Slats. Color: GRAY. Polyurethane Insulation (R value 7.7). Wind Load: 30 PSF-115 MPH. Weather Seals. Motorized: MGH w/ Safety Edge. Installed.	8	6,240.41625	49,923.33T
Rental fee for Special tool or lift used in commercial applications charged to the customer. **SCISSOR LIFT**	2	273.00	546.00T
Rental fee for Special tool or lift used in commercial applications charged to the customer. **MATERIAL LIFT**	1	400.00	400.00T
Fuel fee to cover fuel expenses	5	25.00	125.00T

Estimate Accepted By: _____ Date: _____

By signing above I accept the terms and conditions of this estimate and authorize CPOD to begin the work described.

Cedar Park Overhead Doors reserves the right to modify and/or withdraw this bid in part or in its entirety at any time. Cedar Park Overhead Doors is not responsible nor to be held financially liable, for errors or omissions in bid documents or addendums received from architect or general contractor. General Contractor acknowledges our exclusions and clarifications by acceptance of this proposal. This bid is valid for 30 days from date of document.

Subtotal	$50,994.33
Sales Tax (8.25%)	$4,207.03
Total	$55,201.36

Batt and Rigid Building Insulation
Acoustic and Thermal Insulation
Firestop and Penetration Seals
Spray-On Fireproofing

FIREPROOF CONTRACTORS INC.

Waterproofing Dampproofing
Spray-On Polyurethane Foam
Spray-On Insulation
Caulking Sealants

SERVING HOUSTON AND CENTRAL TEXAS SINCE 1991

8/23/2016

Attn: Estimator
Voice/Email:

RE: Williamson County N. Campus Facility

****#2 ADDENDA SEEN****

Fireproof Contractors, Inc. proposes to furnish and install the Waterproofing scope of work as follows:

Fluid Applied Air & Vapor Barrier Membrane @ Exterior Walls.
Flexible Membrane Flashing @ Exterior Walls Base, Hi-to-Lo Roof, Relief Angles and Openings Perimeter.
Waterprpoofing Memebrane @ Elevator Pit Walls and Slab.
Polyurethane Sealant @ Exterior Brick and CMU Control Joints and Hollow Metal Doors and Louvers Frames.
Acrylic Latex Sealant @ Interior CMU Control Joints and Hollow Metal Doors Frames.
Urethane Sealant @ Paving and Sidewalks Expansion Joints and Isolation Joints.

TOTAL Building A:	$3,552.00	Consider for Alternate #1
TOTAL Building B:	$7,562.00	Consider for Alternate #2
TOTAL Building D:	$31,942.00	
TOTAL Building E:	$982.00	
TOTAL Building F:	$982.00	Consider for Alternate #4
TOTAL Building G:	$36,196.00	
TOTAL Building H:	$104,334.00	
TOTAL Site:	$6,057.00	

Exclusions: **, , , .Elevator Pit Slab Waterproofing, Paving CJ Sealants, Caulking at Aluminum Frames; Dry Wall Caulking; MEP; Millwork, Tile, & VWC; Caulking Material Transitions, ABAA Certificate & All Contract Management Fees.**

We appreciate the opportunity of submitting this proposal, and trust you will give it your consideration.
This quotation becomes invalid 60 days from above date, unless accepted.

Thank you,
Eduardo LLedo
Estimator
eduardo@fireproofcontractors.com
Fireproof Contractors Inc.

ACTION DECORATING, INC.

Commercial & Residential Painting

11002 Plains Trail
Austin, Texas 78758
512-491-8900

July 13, 2017

Vaughn Construction

Attn: Thomas Morrill

Re: WILCO – ASI 14 – New drawings Building F

Our bid is based upon the following specifications:

1) **The scope of this project**
   a) Paint bollards and base plates
   b) Paint interior CMU
   c) Paint two doors and frames
   d) Prevailing wages are included
   e) Bid as regular hours

2) Exclusions
   a) Exposed ceilings or structural metal columns
   b) Floor Finishes
   c) Sales tax
   d) After hours, phasing or accelerated scheduling

Base bid **$ 15,275.00**

Should you have any questions or comments regarding this bid, please contact us. Thank you for considering Action Decorating for this project.

Amy Kirkham

Amy Kirkham for Action Decorating, Inc.

Vaughn Construction

SCHMIDT ELECTRIC
A Limited Partnership
9701 FM 1625 - Austin, Texas 78747
Phone: (512)243-1450 - Fax: (512)243-0601

June 30, 2017

Vaughn Construction
Mr. Doug Boram
3920 North IH 35
Austin, Texas 78751

Reference: **Williamson County North Campus Facility**
Electrical Proposal PCO- 008
Division 26 Proposal for Building F based on ASI-014 Drawings.

We are pleased to provide the following proposal for the additional work as requested by Vaughn Construction.

Total Cost **$ 74,746.00**
Seventy-Four-Thousand Seven-Hundred and Forty-Six dollars

Inclusions:

Item No.	Description
1	This proposal is based on a 40 hour work week. 7:00AM-3:30PM (Monday –Friday)
2	Temporary power for small tools and OSHA required lighting.
3	Procurement and installation of new electrical equipment and branch circuits.
4	Procurement and installation of new lighting and controls.
5	Power connections to OH coiling doors and local controls for each.
6	Procurement and installation of grounding.

Qualifications:

Price is firm for 30 days from the date of this proposal.

Excludes Sundays and Holidays.

Excludes HVAC controls, Tele/Data, Fire Alarm, Audio-Visual and Security as none of these systems are shown in the drawings.

If you have any questions, please feel free to call me at 512-369-5551.

Sincerely,

Accepted By **Date**

ALLIED FENCE & SECURITY

SINCE 1950
13350 OLD KIMBRO ROAD, BLDG. A | MANOR, TEXAS 78653
PHONE: (512)255-5416 | FAX: (512)255-7096 | EMAIL: mdysart@alliedfence1950.com
MBE / SBE / HUB CERTIFIED

PROPOSAL

TO: Vaughn Construction
6604 N Lamar, Austin, TX 78752
Attn: Camille Carpenter 512-516-4569 / ccarpenter@vaughncontruction.com

PROJECT: Williamson County North Campus Facilities
BID DATE: 4/19/17
ADDENDA: 1, 2 & RFI # 7 answers

SPECIFICATIONS:
Chain link fence shall have 6' x 2" mesh x # 9 gauge galvanized (ASTM A392 class1) fabric + 3 strands of 4 point barb wire for an overall height of 7' – 0" with 1 5/8" OD top rail and terminal brace, 2 3/8 " OD line posts set @ 10' OC max and 3" OD terminal posts. All pipe to be hot dipped galvanized sch. 40. Sliding gates to be 2" pipe frame 'V' track roll gates.
Ornamental metal fence shall be Ameristar Montage Plus Majestic, 2 rail fence with ¾" pickets with 4" space between pickets and 2 ½" posts set at 8' OC. Sliding gates shall be Ameristar Passport roll gates with 'V' track.
Gate operators shall be Linear Model SLD 211 furnished with free exit and safety loops, safety photo eyes and safety gate edges, entry control by others. Electric work by others.

WORK INCLUDED:

Bldg. D	
544 ft. of 6' ornamental metal fence w/ 1 ea. 12' roll gate, 2 ea. 26' roll gates	$50,575.00
2 ea. gate operator	$10,588.00
Total Bldg. D	$61,163.00
Bldg. G & Vehicle Storage Yard	
2149 ft. of 6' + 3 str. barb wire chain link fence w/ 1 ea. 26' roll gate,	
1 ea. 27 ½' roll gate, 1 ea. 26' double roll gate, 1 ea. 52' double roll gate	$43,006.00
6 ea. gate operator	$31,763.00
Total Bldg. G & Storage Yard	$74,769.00
Bldg. H & E	
726 ft. of 6' ornamental metal fence w/ 1 ea. 33' roll gate	
1 ea. 52' double roll gate, & 1 ea. 4' swing gate	$62,488.00
3 ea. gate operator	$15,882.00
126 ft. of 6' horizontal wood fence w/ 1 ea. 6' double swing gate	$8312.00
Total Bldg. H & E	$86,682.00

TOTAL BASE BID: $222,614.00

ALTERNATE BID ITEMS:

Alternate 1: Bldg. A	
470 ft. of 6' chain link + 3 Str. barb wire w/ 2 ea. 26' roll gates	$12,431.00
2 ea. gate operator	$10,588.00
2 ea. 4' x 6' ornamental metal gates @ screen wall	$1638.00
Total	$24,657.00

Alternate 4: Bldg. F	
50 ft. of chain link height varies 12' to 20' w/ 2 ea. 24' x 10' double swing gates	$8250.00

EXCLUSIONS:
Does not include electric work for operators.
Does not include entry control for operators.
Does not include dumpster gates.

BONDS:
For performance and payment bonds add 2%.

TERMS AND CONDITIONS

Buyer agrees to locate all property stakes or place stakes for all end corner or gate posts required for construction of fence. Before work commencement buyer agrees to locate all underground obstructions such as pipes, sewers, phone lines or electric cables. Allied fence assumes no responsibility for damages to any of above. Any clearing or grading that is required is to be done by others (unless otherwise noted above). Fence grounding is not included. Process subject to change after 60 days.

Michael Dysart

Allied Fence & Security
4/19/17

WPM Construction Services, Inc.

4150 Freidrich Lane, Suite A
Austin, Texas 78744

Phone: (512)410-6747
Fax: (512)916-9680

Site Earthwork & Site Utilities
Williamson County North Campus Facility
Georgetown, Texas
Bid Date: September 7, 2016
REVISED SCOPE OF WORK

Work Included

1. Removal of trees as shown.
2. Site demolition of pavements, curbs, and sidewalks.
3. Removal of underground utilities to the limits shown (electrical and gas to be disconnected and capped by others).
4. Stripping & stockpiling of topsoil.
5. Site balancing of earthwork to ±.1' of finished subgrade elevations.
6. Over-excavation of building pads to the limits shown and replacing with select fill material.
7. Site storm sewers complete to 5' outside of building including structures, and connections to roof drain downspouts.
8. Installation of rock rip rap with geotextile fabric.
9. Installation of site sanitary sewers complete to 5' outside of building.
10. Installation of site domestic and fire water lines complete including taps, fittings, valves, hydrants, one (1) each 4" backflow preventer assembly, and one (1) each 1-1/2" water meter and box (water meter provided by others) with 2" RPZ backflow preventer.
11. Capping domestic water line at 5' outside of building and fire lines at 1' above finish floor elevation.
12. Provide and installation of 8" lime stabilized sub-base beneath asphalt pavements up to a mixture concentration up to 5%.
13. Installation of aggregate base beneath asphalt and concrete pavements and graded to ±.1' of bottom of asphalt.
14. Installation of base rock beneath sidewalks and grading to ±.1' of bottom of sidewalk.
15. Respreading and machine grading of stockpiled topsoil.
16. Utilities locate/verify.
17. Cleaning of streets and dust control for WPM operations.
18. Pumping of surface water run-off for WPM operations.
19. Layout staking and as-builts.
20. Acknowledge of Addenda 1 through 3.
21. *Installation of asphalt pavements and pavement markings.*

Work Excluded

1. Development or submittal of SWPPP plan design or inspection reports.
2. Installation, maintenance or repair of SWPPP measures.
3. Permits, inspections, user, testing, or bonds costs/fees.
4. Survey control points, baselines or benchmarks.
5. BIM modeling.

Work Excluded, Continued

6. Demolition of existing buildings including slabs on grade and foundations.
7. Abatements of any type.
8. Mechanical or electrical disconnects.
9. Removal of overhead utilities.
10. Providing of water meters.
11. Termite control.
12. Excavation for building trades.
13. Concrete pilot channels, spillways, or wiers.
14. Site concrete work not specifically included above.
15. ~~Asphalt or~~ concrete paving or overlays.
16. Patching pavements.
17. ~~Pavement markings, wheel stops, or signage~~.
18. Barricading and traffic control.
19. Handling or disposal of contaminated or hazardous soils.
20. Excavation, backfill, or removal of spoils for other trades.
21. Protection, supporting, rerouting, or repair of any unknown utilities or improvements.
22. Construction, tree protection or permanent fencing.
23. Provide or installation of pipe bollards.
24. Protection, repair, rerouting, or installation of irrigation systems.
25. Importing, screening, raking, or admixtures of topsoil.
26. Removal of excess stockpiled topsoil.
27. Seeding, sodding, landscaping, and ground cover.
28. Any work associated with natural gas, electrical, or communication lines.

REVISED PRICING INCLUDING ASPHALT PAVING AND PAVEMENT MARKINGS:

Revised Base Bid (Excluding P&P Bonds)	**$2,674,000.00**
Revised Alternate 1 – Building A Bid (Excludes Bonds)	**$194,360.00**
Revised Alternate 2 – Building B Bid (Excludes Bonds)	**$73,670.00**
Revised Alternate 3 – Building C Bid (Excludes Bonds)	**$129,270.00**
Revised Alternate 4 – Building F Bid (Excludes Bonds)	**$115,700.00**
Revised Alternate 5 – Vehicle Storage Yard (Excludes Bonds)	**$218,200.00**
Revised Alternate 6 – Drive B Paving (Excludes Bonds)	**$48,320.00**

WPM Construction Services, Inc.
Ron Cody

THE BUG MASTER

Pest Control is Our Business. Guaranteed.

Date 7-19-2017

Billing Name VAUGHN COAST

Address 3920 N I-35

City AUSTIN. State TX Zip 78751

Phone 210-328-0913 P.O.C. THOMAS

2nd Phone _____ Fax _____

Service Name Wilco NFC.

Address 3151 SE INNERLOOP

City G.T. State TX Zip _____

Phone _____ P.O.C. _____

2nd Phone _____ Fax _____

PRE-CONSTRUCTION TERMITE AGREEMENT

This " Service Commitment" is by and between Bug Master and the party indicated above and hereafter will be referred to as the "Company" (the seller) and the "Customer" (the buyer). The Company will, in compliance with all applicable federal, state and local laws, rules, regulations, agree to provide subterranean termite control service to the property specified above and to warranty this treatment for an initial period of 5 year(s) from the date of completion, subject to general terms and conditions (refer to the "General Terms and Conditions").

RE-TREATMENT WARRANTY

w/o Renewal

Subject to any limitations or restrictions noted on the Graph, Specifications, Inspection Reports, and to the "General Terms and Conditions", the Company will issue a Re-Treatment Warranty. Should subterranean termites infest the treated property, the Company will, at no additional cost to the Customer, perform any necessary additional treatment for the period of this agreement.

The Renewable Re-Treatment Warranty may be renewed annually upon request, for a period of 5 year(s). The warranty may be extended by mutual agreement of the Company and the Customer. The annual renewal fee indicated below is due on the anniversary date of the initial service period. By offering this Warranty, the Company does not intend to represent, or imply that the chemical applied will not break down or that it may be expected to last indefinitely. This warranty is intended to provide the customer with inspection of visually accessible areas and re-treatment of any areas found re-infested by subterranean termites.

As long as warranty is in effect, the Company will provide an inspection of the property's visually accessible areas for subterranean termites upon request of the Customer. The Company will notify the Customer one time annually that inspection is due. It is the responsibility of the Customer to schedule inspection. The Customer agrees to make the structure available for inspection.

The Customer agrees to maintain the structure(s) free from any factor conducive to infestation, such as excessive moisture conditions and wood debris. The Customer agrees to promptly notify the Company in advance of any structural modifications including, earth fills, or new slabs so any necessary additional treatments and charges may be applied in order to keep warranty valid.

This Service Agreement and Warranty may be transferred by the Customer to any subsequent Owner of the warranted property, at any time. In order to maintain these benefits, the new owner must assume all future obligations of the Customer within thirty (30) days after being informed of this agreement.

Pre-Construction ( ) Full ( ) Partial Termiticide PREMISE @.05 %

Approximate Chemical Gallons 1675 ; Approximate Square Footage 6,750

( ) ~~Graph~~ ( ) ~~Label~~ ( ) M.S.D.S. ( ) ~~Consumer Info. Sheet~~ ( ) Proper Pre-Construction

CHARGE: $ 945.00 TAX: $ 77.96 TOTAL: $ 1,022.96

In 5 yrs. Annual Renewal Fee $ 150.00 Plus Tax, Per Year. (To Begin On The 3 Year.)

Bug Master Co. LTD.

7-19-2017
Date

Customer Acceptance

Title

TPCL # 4211
1912 Smith Rd Austin,
TX 78721 Phone (512)
250-1500 Fax (512)
832-9079

TPCL # 4211 0
2005 Commerce St
Belton, TX 76513
Phone (254) 939-4458
Fax (254) 939-4474

If you have any questions, contact The Bug Master or the Texas Department of Agriculture
Licensed and Regulated by the TEXAS DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL
SERVICE P.O. Box 12847 • Austin, Texas 78711-2847 • (512) 305-9250 or (888) 918-4481

BM-106

PROPER PRE-CONSTRUCTION SUBTERRANEAN TERMITE TREATMENTS
A Guide for Builders and Commercial Customers

COMMISSIONER SID MILLER
TEXAS DEPARTMENT OF AGRICULTURE
STRUCTURAL PEST CONTROL SERVICE
P.O. BOX 12847, AUSTIN, TEXAS 78711-2847
Phone: 866-918-4481 Fax: 888-232-2567

I. Definitions

The Texas Department of Agriculture licenses pest control operators and regulates the application of pesticides for the prevention or control of subterranean termites. Because of the importance of treatments made to buildings under construction (commonly called pre-treats), this publication has been prepared for builders and consumers who hire pest control operators for these preventative termite treatments.
Pre-construction treatments may include methods such as soil treatments, baiting systems, treatments of wooden structural elements, and approved physical barriers.
A pre-construction liquid soil termiticide treatment may be a full treatment or a partial treatment, defined in the following manner.

A. FULL TREATMENT

Effective preconstruction treatment for subterranean termite prevention requires the establishment of complete vertical and horizontal chemical barriers or approved physical barriers between wood in the structure and the termite colonies in the soil.
For Horizontal Chemical Barriers, applications shall be made using a low pressure spray after grading is completed and prior to the pouring of the slab or footing to provide thorough and continuous coverage of the area being treated.
For Vertical Chemical Barriers, establish vertical barriers in areas such as around the base of foundations, plumbing lines, backfilled soil against foundation walls and other areas, which may warrant more than just a horizontal barrier.

B. PARTIAL TREATMENT

A partial treatment is anything less than a full treatment as described above. A partial treatment only protects the areas treated from wood destroying insects. The areas chemically treated must be treated using at least the minimum labeled rate.
Physical barriers and devices installed at slab penetrations are considered partial treatments. Baits shall be disclosed as bait treatments.

C. PRE-CONSTRUCTION TREATMENT WITH WOOD FRAMING

A pre-construction treatment of all or part of the wood framing as described in SPCS Rule 7.173 (e) shall be disclosed as a wood treatment. Label instructions for wood framing treatments allow a wide variety of treatment strategies. More extensive treatments may provide greater protection than treatments designed to protect a specific area or location.

II. APPLICATION RATES

Labels can and do differ. Read and follow label directions. Builders and consumers should ask for a copy of the label.
1) Unless otherwise directed by the label, fill material to be covered by a slab is treated at a rate of 1 gallon per 10 square feet (soil fill). For coarse fill, use 1.5 gallons per 10 square feet or as specified on the product label.
2) Unless otherwise directed by the label, soil backfill areas next to walls, piers, pipes and under "critical areas" like slab expansion joints are treated with 4 gallons per 10 linear feet per foot of depth. (This includes fill areas inside chimneys and earth-filled porches).
3) Hollow masonry units receive 2 gallons per 10 linear feet. Though a concrete block wall may have multiple chambers (2 or 3 hole blocks), it is counted as one hollow void when calculating the amount of termiticide needed for treatment. Review specific label requirements for proper mixture rates and application procedures.
4) Wood applied termiticide treatments are to be applied according to label directions.

III. CONTACTING THE TEXAS DEPARTMENT OF AGRICULTURE

TDA does not regulate pricing of treatments. However, we are interested in situations where the price is only a fraction of the cost of materials needed to do the job correctly. Remember, comparing the bid price to the size of the structure and the cost of termiticide does not include costs such as insurance, travel, labor and other costs associated with overhead. **FURTHER, A CONTRACTOR MAY HAVE CIVIL OR CRIMINAL LIABILITY IF THEY CONSPIRE TO VIOLATE SPCS REGULATIONS.**

Termiticide labels have specific directions about the product's use. Pest control companies must follow these directions and TDA SPCS Rules including 7.173 (b) and (c).

(b) All pesticide applications must be made by using the application rate and methods and by following the precautionary statements on the labeling of the pesticide being used.

Treatments using less than label recommended concentrations at higher volume applications are prohibited for preconstruction treatments.

(c) for a full treatment the entire structure shall be treated to provide a continuous horizontal and vertical barrier as described on the pesticide label including the posting of a treatment sticker and the final treatment to be performed within 30 days of notification of completion of landscaping or one year from the date of completion of construction, whichever comes first. Except, when construction has proceeded to the point that all areas cannot be treated before the company providing the treatment is called to perform the application, a partial treatment will be permitted if the owner of the structure or the person in charge of the construction and the certified applicator for the pest control company sign a statement attesting to the conditions, and attach it to the contract with an amended graph showing the exact areas treated.

Termiticides must be used at the prescribed rate, to protect the structure from termites and to comply with federal and state regulations.

TDA will inspect specific treatments in response to consumer complaints or information that indicates a possible improper treatment. **THE PEST CONTROL COMPANY IS REQUIRED TO INFORM THE STRUCTURAL PEST CONTROL SERVICE 4-24 HOURS PRIOR TO PERFORMING THE TREATMENT.** The prior treatment notification requirement is specific to commercial preconstruction and is not required for single-family dwellings. TDA will also inspect treatments during compliance inspections of pest control company operations and will randomly make inspections of job sites where treatments are in progress. Such on-site inspections may involve collecting samples of the tank mix and soil samples of treatment sites following application. Questions about termite treatment procedures should be directed to the TDA office.

IV. TREATMENT REQUIREMENTS

For existing or post construction treatments, a variety of treatments may be used that include chemical, approved TDA physical barriers, methods and devices, and baiting systems. TDA will inspect some treatments in progress to ensure that proper procedures are being used. Keep in mind that an inspection by TDA is not required for the treatment or construction to proceed. Inspections at pretreatment sites, both residential and commercial, will be made on a case-by-case basis.

It is the philosophy of this agency to combine firm but fair enforcement actions with an educational approach to obtain regulatory compliance.

TREATMENT IS:

A.	**Full**	[X]
B.	**Partial**	[ ]
C.	**Wood**	[ ]
D.	**Bait**	[ ]
E.	**Barrier**	[ ]
F.	**Commercial**	[X]
G.	**Single Family**	[ ]

I have received a copy of the Guide for Builders and Commercial Customers.

Signature of Customer or Contractor

E-4-CB

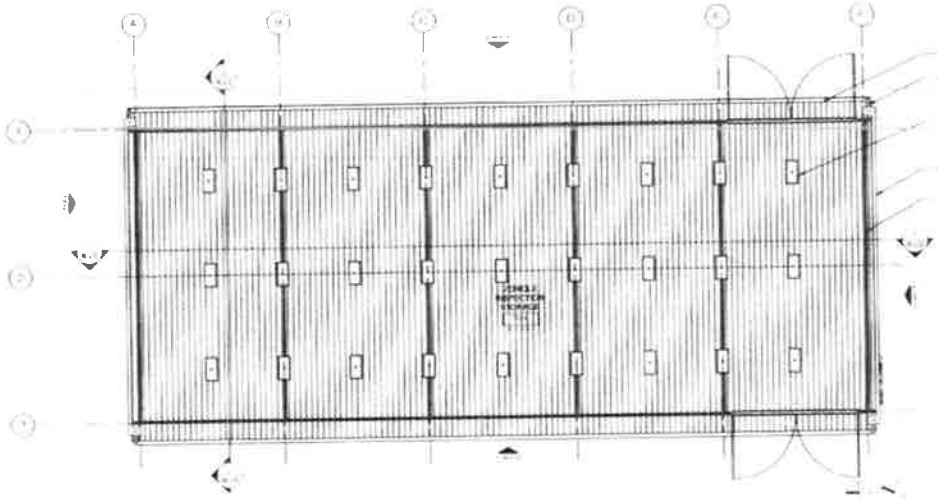
Date 7-19-17

SPCS/D-4

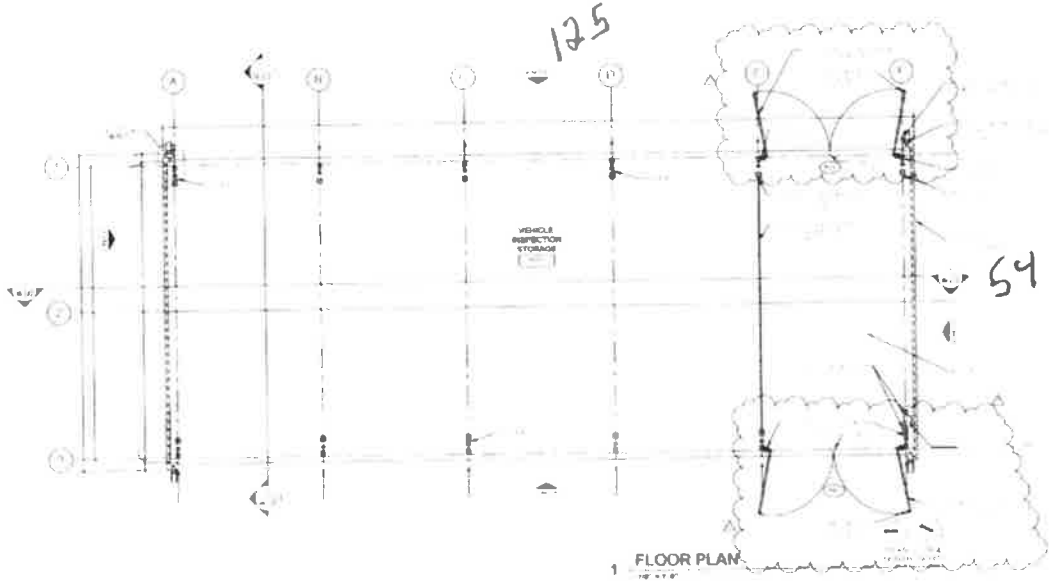
INTERNATIONAL BUILDING CODE SUMMARY

FLOOR PLAN GENERAL NOTES

REFLECTED CEILING PLAN GENERAL NOTES



2 REFLECTED CEILING PLAN



1 FLOOR PLAN

175

54

61,750 SQFT



KEY PLAN

NORTH CAMPUS FACILITY

WILLIAMSON COUNTY
3151 SE INNER LOOP

A1-2.01

PREMISE® PRO

Insecticide

For use by individuals/firms licensed or registered by the state to apply termiticide products. States may have more restrictive requirements regarding qualifications of persons using this product. Consult the structural pest control regulatory agency of your state prior to use of this product.

For prevention or control of subterranean termites, drywood termites, dampwood termites, carpenter ants, and other wood-infesting insects.

ACTIVE INGREDIENT:	
Imidacloprid, 1-[(6-Chloro-3-pyridinyl) methyl]-N-nitro-2-imidazolidinimine	42.8%
INERT INGREDIENTS:	57.2%
Total:	100.0%

Contains 4.38 pounds of imidacloprid per gallon, or 526 grams AI/liter. Shake well before using.

EPA Reg. No. 432-1449

STOP - Read the label before use.
Keep out of reach of children.

CAUTION

PARA EL USUARIO: Si usted no lee o entiende inglés, no use este producto hasta que le hayan explicado completamente las instrucciones que figuran en la etiqueta.

(TO THE USER: If you cannot read or understand English, do not use this product until the label has been fully explained to you.)

See inside leaflet for complete First Aid Instructions, Precautionary Statements, Directions for Use and Storage and Disposal Instructions.

BACKED by BAYER.

Net Contents
123 fl oz

79102976
05973286C 110322AV1

Find a Pest Control Professional in Your State



Premise ... Termite Elimination Termiticide

For reliable and cost-effective termite elimination



Premise was first released for use in the public arena in the USA more than 7 years ago - it is the original non-repellant termiticide (discussed below). Premise has since built a solid reputation as a reliable long term termite control product with virtually no serious problems encountered in the market place.

Premise termite control termiticide from Bayer Environmental Science provides immediate protection from termites like no other product. Termites are eliminated as they ingest or contact Premise in a treated soil area around the perimeter of a building or other timber structure.

Premise has delivered reliable elimination of termite problems in more than 1 million homes in the USA.

The Bayer Written Guarantee of Protection

Bayer are so confident of the effectiveness of its Premise product, that they provide a written guarantee to termite controllers in the USA who fully treat the soil areas at the base of a structure as per the Premise label requirements.

Part of the Bayer terms and conditions of such a guarantee states in effect "if Premise fails to stop termites at any time within seven years of initial treatment, Bayer will reimburse up to 100% of product and labor costs involved in retreatment to a maximum of $1000 for residential accounts and $5000 for commercial accounts. Bayer will also guarantee to pay the termite controller's damage claim insurance deductible up to $500 per structure".

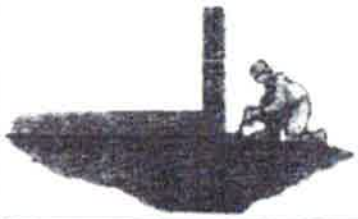
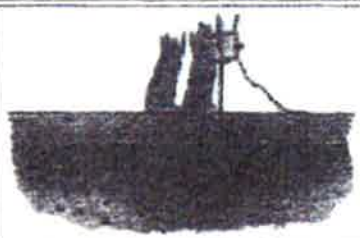
It is a condition of this guarantee that annual inspections are carried out by the same company installing the Premise termiticide soil treatment.

Full details are available from the authorized Premise termiticide users in your locality.

Premise ... Treated Soil Zones

The installation of a Premise treated soil zone requires expert knowledge and specialized equipment to form a complete and continuous barrier to protect the building from a termite entry and infestation - as illustrated below:



		
Trench and treat soil around external concrete slab edge	Trench and treat soil around walls and piers in the sub-floor area	Treatment of soil along / around the external perimeter
		
Drill concrete floor along expansion joints and cracks, and treat soil thereunder	Drill concrete floor around pipes and treat soil thereunder	Drill concrete patio areas and treat soil area therein - a high risk termite nest location

Premise ... Non-repellant - First and Foremost

Premise works quite differently from other termiticide soil treatment products which are designed to repel or keep termites away from a treated soil area, rather than killing them.

With "repellant" termiticides, any minute gap in the treated soil can be detected and exploited by the termites to gain entry in the building. This is a major short-coming of the old-fashioned termite control alternatives, far too often, with financially disastrous consequences.

Termites cannot detect the Premise chemical as it has no odor, taste or smell to the termites.

If you have termites in your property, we recommend you discuss the problem with the neighbors. Obviously, several homes close by each other with a Premise treated soil barrier, will greatly increase the chances of successful termite control, for the benefit all concerned, excepting the termites.

Refer to the CONSUMER ADVICE section, for tips on selecting a reliable pest controller.

Recent termite control analysis – the biggest in USA history



Recently Bayer conducted the most extensive analysis of a termiticide effectiveness ever conducted in the history of the USA pest control industry. Click here for the brochure: Premise delivers termite elimination.

GMF Construction of Texas, LLC

PO Box 6899
Lakeland, FL 33807
Phone: (863) 577-0210
Fax: (863) 644-7687

Request for Change Order

To: Vaughn Construction
152 Carrie Street
Houston, TX 77047
Project: Williamson County NCF

RFC No: 04
Date: 5/4/2017
Description: Rev 2 7/12/17 Rev 1 Building F Alternate Bollards per ASI 14

Furnish only additional cast in place and bolt down bollards per Building F Alternate drawings AF-2.01 and AF-10.01 per ASI 14 and furnish / install awning canopy frame for 6' canopy by others at north elevation.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of $12,045.00 will be added to the contract price.

Original Contract	$1,066,657.00
Other Approved Change Orders	$72,904.00
Total Contract to Date	$1,139,561.00
This Request	$12,045.00
Other Pending Requests	$16,373.00
Total Contract plus Pending RFCs	$1,167,979.00

Authorized Signature: _____ Date: _____
GMF Construction of Texas, LLC

Authorized Signature: _____ Date: _____
Vaughn Construction

GMF
STRUCTURAL DIVISION
FABRICATORS • ERECTORS

REQUEST FOR CHANGE

RFC #	4r2	DATE	7/12/2017
JOB NAME	Williamson County		
JOB NUMBER	16-1106		
BRIEF DESCRIPTION	Building F Alternate Bollards and Awning Frame per ASI 14		
PHONE FAX		DATE OF WORK	7/12/2017

DESCRIPTION OF WORK:

Furnish only additional cast in place and bolt down bollards per Building F Alternate drawings AF-2.01 and AF-10.01 per ASI 14 and furnish / install awning canopy frame for 6' canopy by others at north elevation.

MATERIAL	QTY	U/M	RATE	AMOUNT	EQUIPMENT/CONSUMABLES	QTY	RATE	AMOUNT
Bolt Down Bollard		-	$ -	$ -	-		$ -	$ -
6" sch 40 w/ BP	17	EA	$ 200	$ 3,400.00	-		$ -	$ -
Cast In Place Bollard		-	$ -	$ -	-		$ -	$ -
6" sch 40	18	EA	$ 150	$ 2,700.00	-		$ -	$ -
Awning Frame	1	EA	$ 2,500	$ 2,500.00	-		$ -	$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
		-	$ -	$ -				$ -
MATERIAL SUBTOTAL				$ 8,600.00	EQUIPMENT/CONSUMABLES SUBTOTAL			$ -

SHOP LABOR	HRS	RATE	AMOUNT	FIELD LABOR/SUBCONTRACT	U/M	RATE	AMOUNT
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	-	0.0	$ -	$ -
-		$ -	$ -	Installation Awning Frame	1.0	$ 1,500.00	$ 1,500.00
-		$ -	$ -	Detailing	1.0	$ 850.00	$ 850.00
-		$ -	$ -		0.0	$ -	$ -
-		$ -	$ -				$ -
-		$ -	$ -				$ -
SHOP LABOR SUBTOTAL			$ -	FIELD LABOR/SUBCONTRACT SUBTOTAL			$ 2,350.00

TOTAL MATERIAL	$ 8,600.00
TOTAL SHOP LABOR	$ -
TOTAL EQUIPMENT/CONSUMABLES	$ -
TOTAL FIELD LABOR/SUBCONTRACT	$ 2,350.00
TAX (8.25% on taxable items)	$ -
MARK-UP (10%)	$ 1,095.00
TOTAL	**$ 12,045**

RED & WHITE GREENERY, INC.

P.O. BOX 126
GEORGETOWN, TX 78627

Estimate

Date	Estimate #
5/19/2017	961573

Name / Address
Wilco. North Campus Williamson County 3151 SE Innerloop Georgetown, TX 78626

Project
Wilco. N. Campus F...

Description	Qty	Unit of Measurement	Subtotal
Soil Deduct			
Coleman Turf Mix for Hydromulch @ 4"	11,256.3	cy	
Coleman Turf Mix for Sod @ 4"	32	cy	
Equipment	1	ls	
Labor	1	ls	

Phone #	Fax #	Web Site
512-930-4707	512-869-2521	www.rwgreenery.com

Subtotal	$295,301.93
Sales Tax (8.25%)	$0.00
Total	$295,301.93

Commissioners Court - Regular Session **50.**

Meeting Date: 09/12/2017

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 Michael and Jean Marx for right of way needed on CR 101 (Parcel 44).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Marx contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:06 AM
Final Approval Date: 09/07/2017		

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 44

THIS REAL ESTATE CONTRACT ("Contract") is made by MICHAEL T. MARX and JEAN MARX (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 1.739 acre (75,770 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 44**); and
>
> All of that certain 0.295 acre (12,853 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 44R**);

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-B" 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 or cost to cure for the remaining property of Seller shall be the sum of EIGHTY THOUSAND TWO HUNDRED SEVENTY-TWO and 00/100 Dollars ($80,272.00).

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 October 13th, 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 Exhibits "A-C", 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 and Additional Compensation.

Prorations

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

Closing Costs

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

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

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

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

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

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Michael T. Marx

Address: 51 CR 368
Taylor Tx 76574

Date: 8/31/17

V. Jean Marx

Jean Marx

Address: 51 CR 368
Taylor, Tx 76574

Date: 8/31/17

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 44

PROPERTY DESCRIPTION FOR
PARCEL 44

DESCRIPTION OF A 1.739 ACRE (75,770 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL T. MARX BY INSTRUMENT RECORDED IN VOLUME 2416, PAGE 415 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2007056988 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.739 ACRE (75,770 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod found in the existing northerly Right-of-Way (ROW) line of County Road (C.R.) 368 (variable width ROW), being the southwesterly corner of that called 1.00 acre tract of land conveyed to Michael T. Marx and Wife, Jean Marx by instrument recorded in Volume 2612, Page 837 of the Official Records of Williamson County, Texas, same being an ell corner in the southerly boundary line of said remainder of 10 acre tract,

THENCE, departing said 1.00 acre tract, with the common boundary line of said remainder of 10 acre tract and said existing northerly ROW line of C.R. 368, S 66°29'16" W for a distance of 93.86 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 85.54 feet right of proposed County Road baseline station 184+94.23, having grid coordinates of N =10,192,827.59 E =3,186,798.73, in the proposed easterly ROW line of C.R. 101 (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. THENCE, departing said proposed easterly ROW line, with the common line of said remainder of 10.00 acre tract and said existing northerly ROW line of C.R. 368, **S 66°29'16" W** for a distance of **91.48** feet to a 1/2" iron rod found, being the intersection of said existing northerly ROW line of C.R. 368 and the existing easterly ROW line of C.R. 101 (variable width ROW), for the southwesterly corner of the herein described tract;

2. THENCE, departing said existing northerly ROW line of C.R. 368, with the common line of said existing easterly ROW line of C.R. 101 and the westerly boundary line of said remainder of 10.00 acre tract, **N 22°58'06" W** for a distance of **450.20** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set in the proposed westerly ROW line, 60.00 feet left of proposed County Road baseline station 189+30.05, for the beginning of a non-tangent curve to the right, and from which a 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found in the existing easterly ROW line of said C.R. 101, being the northwesterly corner of said remainder of 10.00 acre tract, same being the southwesterly corner of the easterly remainder of that called 38.07 acre tract of land conveyed to Frazier Family Investments, Ltd. by instrument recorded in Document No. 2007050851 of the Official Public Records of Williamson County, Texas, bears N 22°58'06" W at a distance of 275.32 feet;

THENCE, departing said existing easterly ROW line, through the interior of said remainder of the 10 acre tract, with said proposed westerly ROW line, the following two (2) courses;

3. along said non-tangent curve to the right, having a delta angle of **02°16'15"**, a radius of **1242.00** feet, an arc length of **49.23** feet, and a chord which bears **N 05°04'16" W** for a distance of **49.22** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 189+76.90, for a point of tangency;

4. **N 03°56'09" W** for a distance of **242.73** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 192+19.62 in the northerly boundary line of said remainder of 10 acre tract, same being in the southerly boundary line of said easterly remainder of 38.07 acre tract, for the northwesterly corner of the herein described tract, and from which said 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found in said existing easterly ROW line of said C.R. 101, bears S 66°26'18" W at a distance of 94.29 feet;

5. **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said remainder of the 10.00 acre tract and said easterly remainder of 38.07 acre tract, **N 66°26'18" E** for a distance of **138.02** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road baseline station 192+65.98, in said proposed easterly ROW line, and from which an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 115.00 feet right of proposed County Road baseline station 192+82.03 in said common boundary line bears N 66°26'18" E at a distance of 47.78 feet;

THENCE, departing said easterly remainder of 38.07 acre tract, through the interior of said remainder of 10.00 acre tract, with said proposed easterly ROW line, the following five (5) courses:

6. **S 03°56'09" E** for a distance of **265.98** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 70.00 feet right of proposed C.R. 101 baseline station 190+00.00, for an angle point;

7. **S 00°36'15" W** for a distance of **96.35** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 189+00.00, for the beginning of a non-tangent curve to the left;

8. along said curve to the left, having a delta angle of **14°32'58"**, a radius of **1122.00** feet, an arc length of **284.92** feet, and a chord which bears **S 14°56'17" E** for a distance of **284.15** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 185+99.85 for a point of tangency;

9. **S 22°12'46" E** for a distance of **80.08** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 185+19.77, for an angle point;

10. **S 67°12'46" E** for a distance of **36.12** feet to the **POINT OF BEGINNING**, containing 1.739 acres (75,770 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

Lawrence M. Russo 09/22/2016

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

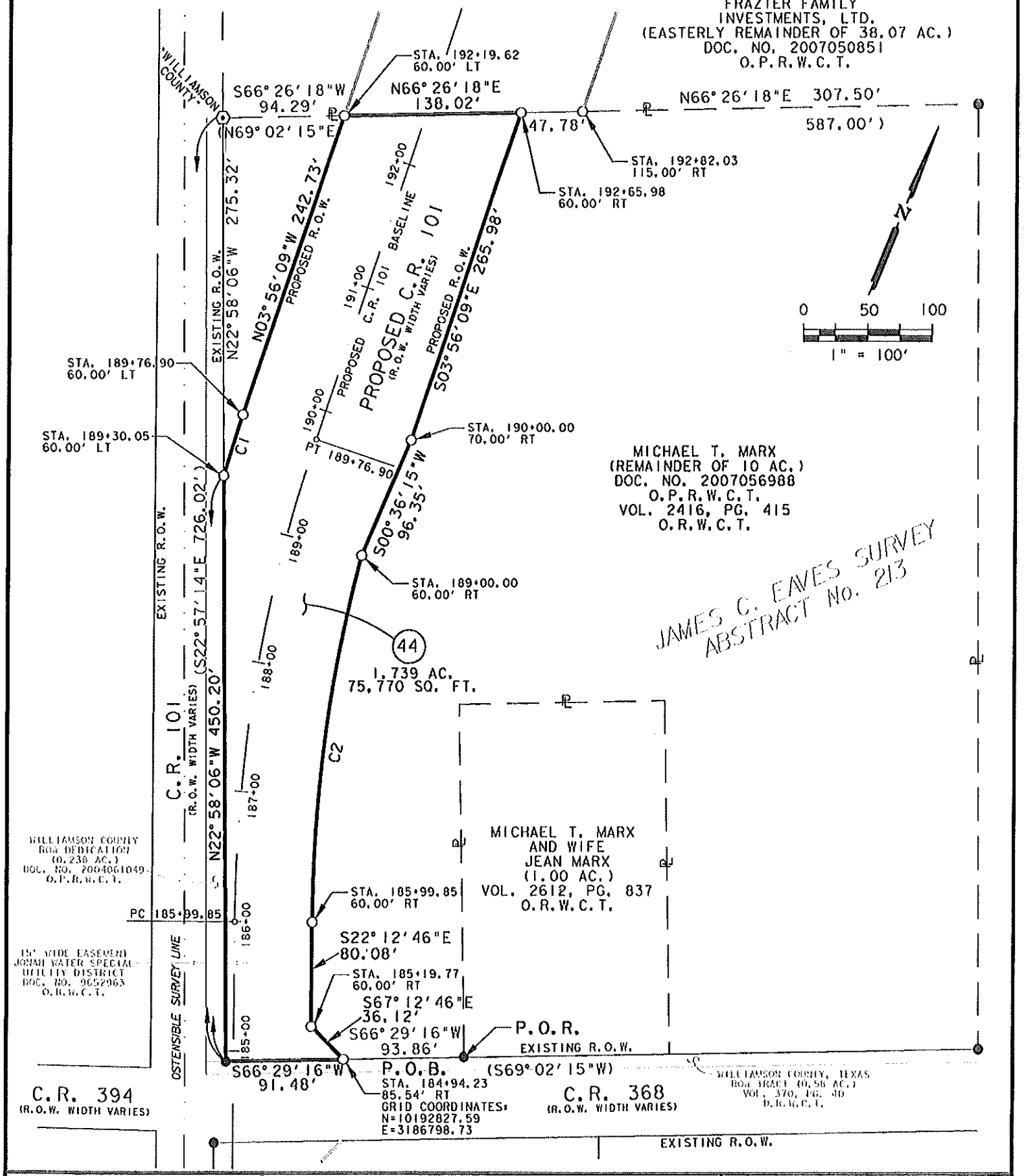
S:_BROWN&GAY\CR 101\PARCELS\ PARCEL 44-REV 2-MARX-.doc



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/13/16
PAGE 3 OF 4



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

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 44

S:*BROWN&GAY\CR101\PARCELS\PARCEL 44-MARX\MARX-091216.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⟍⟋	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622951-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2016, ISSUE DATE AUGUST 6, 2016.

10E. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 698, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652963, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652478, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082117 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082580 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°16'15"	1242.00'	49.23'	49.22'	N05°04'16"W
C2	14°32'58"	1122.00'	284.92'	284.15'	S14°56'17"E

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

09/22/2016

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

DATE

STATE OF TEXAS — REGISTERED — LAWRENCE M. RUSSO — 5050 — PROFESSIONAL — LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	1.739	75,770
CALC/DEED AREA	8.762	381,673
REMAINDER AREA	7.023	305,903

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

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 44

S:*BROWN&GAY\CR101\PARCELS\PARCEL 44-MARX\MARX-091216.dgn

EXHIBIT B

County: Williamson
Highway: C.R. 101
Parcel: 44, Remainder Tract

PROPERTY DESCRIPTION FOR
PARCEL 44, REMAINDER TRACT

DESCRIPTION OF A 0.295 ACRE (12,853 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL T. MARX BY INSTRUMENT RECORDED IN VOLUME 2416, PAGE 415 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2007056988 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.295 ACRE (12,853 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, having grid coordinates of N =10,193,459.02 E =3,186,431.78, being the southwesterly corner of the easterly remainder of that called 38.07 acre tract of land conveyed to Frazier Family Investments, Ltd. by instrument recorded in Document No. 2007050851 of the Official Public Records of Williamson County, Texas, same being in the existing easterly right-of-way (ROW) line of C.R. 101, (variable width right-of-way), also being the northwesterly corner of said remainder of 10 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, departing said existing easterly ROW line, with the common boundary line of said remainder of 10.00 acre tract and said easterly remainder of 38.07 acre tract, **N 66°26'18" E** for a distance of **94.29** feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050" set in the proposed westerly ROW line of C.R. 101, 60.00 feet left of proposed County Road 101 baseline station 192+19.62, for the northeasterly corner of the herein described tract;

THENCE, departing said easterly remainder of the 38.07 acre tract, with said proposed westerly ROW line, through the interior of said remainder of 10 acre tract, the following two (2) courses:

2. **S 03°56'09" E** for a distance of **242.73** feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050" set 60.00 feet left of proposed County Road baseline station 189+76.90, for the beginning of a curve to the left;

3. along said curve to the left, having a delta angle of **02°16'16"**, a radius of **1242.00** feet, an arc length of **49.23** feet, and a chord which bears **S 05°04'16" E** for a distance of **49.22** feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050" set, 60.00 feet left of proposed C.R. 101 baseline station 189+30.05, being in the existing easterly ROW line of said C.R. 101, same being the westerly boundary line of said remainder of the 10 acre tract, for the southerly corner of the herein described tract, and from which a 1/2" iron rod found, being the intersection of the existing easterly ROW line of said C.R. 101 and the existing northerly ROW line of C.R 368 (variable width right-of-way), same being the southwesterly corner of said remainder of 10.00 acre tract bears S 22°58'06" E at a distance of 450.20 feet;

4. **THENCE**, departing said proposed westerly ROW line, with the westerly boundary line of said remainder of the 10.00 acre tract, same being the easterly ROW line of said C.R 101, **N 22°58'06" W** for a distance of **275.32** feet to the **POINT OF BEGINNING**, containing 0.295 acres (12,853 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

Lawrence M. Russo — 10/21/2016
Lawrence M. Russo — Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

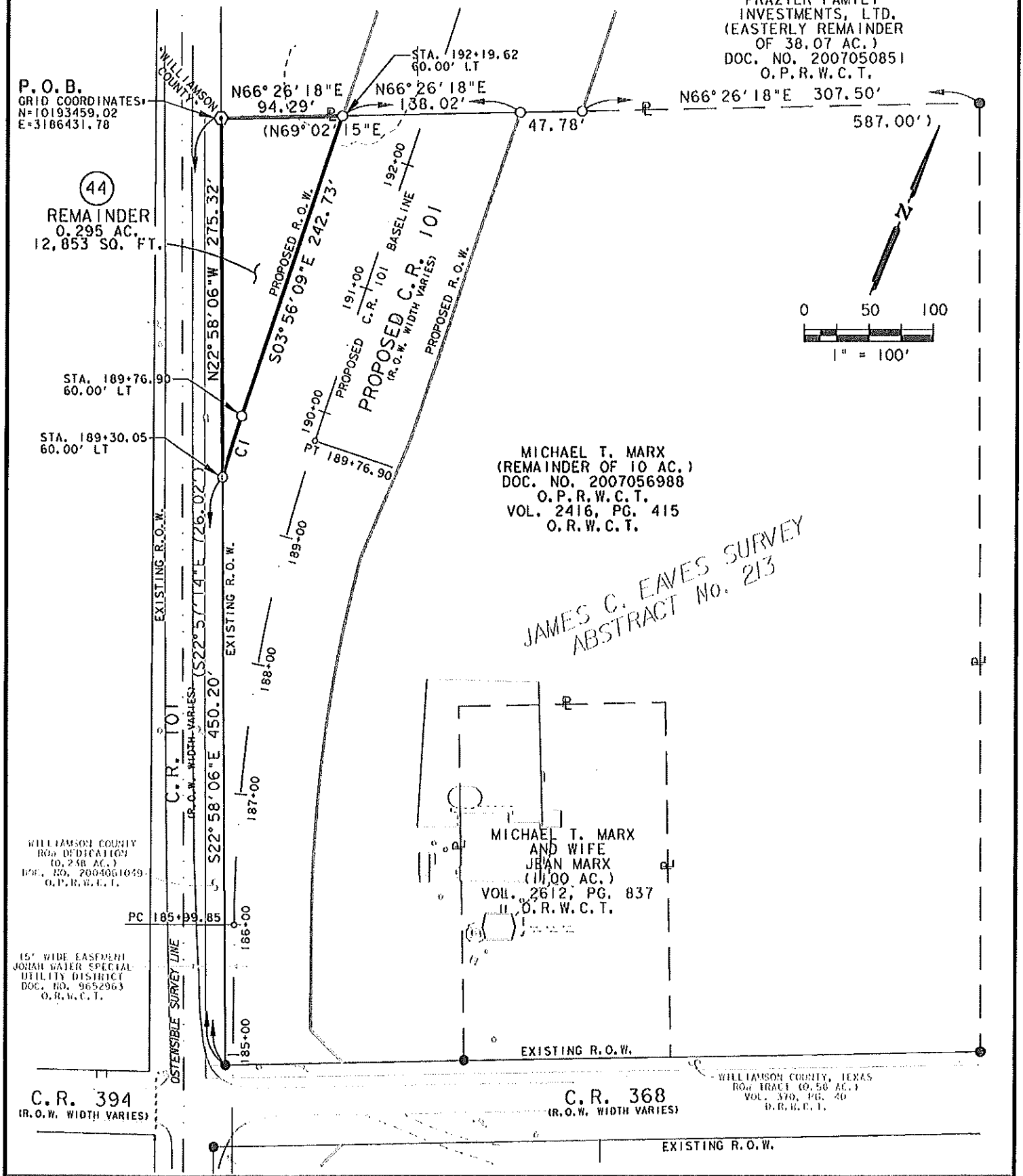
STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

S:_BROWN&GAY\CR 101\PARCELS\ PARCEL 44-MARX-REMAINDER.doc

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

10/17/16
PAGE 2 OF 3



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

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 44 REMAINDER

S:*BROWN&GAY\CR101\PARCELS\PARCEL 44-MARX\MARX-REMAINDER.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◎	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622951-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2016, ISSUE DATE AUGUST 6, 2016.

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F. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652963, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 9652478, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082117 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082580 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°16'15"	1242.00'	49.23'	49.22'	S05°04'16"E

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

Lawrence M. Russo 10/21/2016

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

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

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

PARCEL PLAT SHOWING PROPERTY OF

MICHAEL T. MARX

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 44 REMAINDER

S:*BROWN&GAY\CR101\PARCELS\PARCEL 44-MARX\MARX-REMAINDER.dgn

EXHIBIT "C"

Parcel 44

DEED
County Road 101 Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That MICHAEL T. MARX and JEAN MARX, 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 1,739 acre (75,770 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 44**); and

All of that certain 0.295 acre (12,853 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 44R**)

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 Exhibits "A-B" 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:

_____
Michael T. Marx

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

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

_____
Notary Public, State of Texas

GRANTOR:

_____
Jean Marx

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Jean Marx 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 **51.**

Meeting Date: 09/12/2017

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 Letter Agreement with Robert Prasatik for right of way needed on CR 101 (Parcel 14).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prasatik Letter Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:10 AM
Final Approval Date: 09/07/2017		

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrrlaw.com

August 15, 2017

Robert Prasatik
802 Savanna Lane
Cedar Park, Texas 78613

Re: Williamson County—CR101 Improvement Project
Parcel 14—Right of Way Settlement Agreement

Dear Mr. Prasatik:

Please allow this letter to set out my understanding of the Agreement between Robert E. Prasatik (Prasatik) and Williamson County, Texas (the "County") regarding County Road 101 right of way and proposed roadway improvements construction as follows:

1. Within 15 days after full execution of this letter Agreement, Prasatik shall transfer a 0.009 acre tract of land (Parcel 14) to Williamson County in fee simple, free and clear of any mortgage liens, by executing a Deed in the form shown in Exhibit "A" attached hereto and incorporated herein;

2. Within 15 days after full execution of this letter Agreement, County shall transfer a 0.009 acre tract of land to Robert Prasatik in fee simple, free and clear of any mortgage liens, by executing a Deed in the form as shown in Exhibit "A" attached hereto and incorporated herein.

3. As an obligation that shall survive the execution of this Agreement, and which is also contingent upon the completion of the obligations set out in items 1. and 2. above, as part of the construction of the proposed improvements to CR101 County shall cause the existing cattle guard located adjacent to Prasatik's property to be reset and/or reinstalled in the location and according to the specifications as shown in the plan sheet attached hereto and incorporated herein as Exhibit "C".

   After installation of the cattle guard improvement as shown, the County may, but shall not be required to, maintain, replace, rebuild or reconstruct the cattle guard at any time in the future. The construction and installation of the cattle guard does not create any permanent property right or interest of Prasatik, its successors or assigns, in or upon any property owned or maintained by the County. Other than the warranty of installation in a good and workmanlike manner as set out herein,

the County makes no other future warranties or representations in connection with the facilities identified herein or described in any Exhibit attached hereto.

The County shall cause the executed original Deeds referenced herein to be recorded in the real property records.

If this meets with your understanding and agreement please execute this letter where indicated and return to me for consideration, approval, and processing with the County. This letter constitutes the complete agreement between the parties regarding the proposed CR101 right of way acquisition and proposed roadway facilities construction design, and any changes, termination, or amendments to this agreement are only effective if made in writing by both parties.

Thank you for your assistance with this matter. Please contact me at any time if you have any other questions or concerns.

Sincerely,

Don Childs

Don Childs
Sheets & Crossfield, P.C.

AGREED:

OWNER

Robert E Prasatik

Robert E. Prasatik

Date: 8-29-2017

WILLIAMSON COUNTY

_____

Dan A. Gattis, County Judge

Date: _____

EXHIBIT "A"

Parcel 14

DEED
County Road 101 Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROBERT E. PRASATIK, 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 0.009 acre (394 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 14**)

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.

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 29th day of August, 2017.

GRANTOR:

Robert E. Prasatik

Robert E. Prasatik

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 29th day of August, 2017 by Robert E. Prasatik, in the capacity and for the purposes and consideration recited therein.

CHRISTINE MANSOUR
NOTARY PUBLIC
ID# 13033963-1
State of Texas
Comm. Exp. 08-19-2019

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:

EXHIBIT A

County: Williamson
Parcel: 14
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 14

METES & BOUNDS DESCRIPTION FOR A 0.009 ACRE (394 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED AS A 54.791 ACRE TRACT (SECOND TRACT) AS CONVEYED TO ROBERT E. PRASATIK, BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 772, PAGE 605 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.009 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 cap stamped "CCC 4835" found on the south right-of-way line of County Road 369 (width varies), at the northeast corner of the remainder tract of land described as a 60.5-acre tract (first tract) and a 60-acre tract (second tract) as conveyed to Rummel and Rohde Farms, LTD., by correction special warranty deed recorded in Document No. 2011077685 of the Official Public Records of Williamson County, Texas; Thence, with the south right-of-way line of said County Road 369 and the north line of said Rummel and Rohde Farms tract, S 68°40'56" W, a distance of 1,793.30 feet to a calculated point at the intersection of the east right-of-way line of County Road 101 (width varies) and the south right-of-way line of said County Road 369; Thence, with the east right-of-way line of said County Road 101 and the west line of said Rummel and Rhode Farms tract, S 21°53'05" E, a distance of 2,653.94 feet to a calculated angle point; Thence, continuing with the east right-of-way line of said County Road 101, S 28°24'23" E, a distance of 238.21 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,184,010.13, E: 3,190,300.87) for the common west corner of said Rummel and Rohde Farms tract and said Prasatik tract, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract, 40.13 feet right of County Road 101 baseline station 90+06.85;

THENCE, leaving the east right-of-way line of said County Road 101, along the common line of said Rummel and Rohde Farms tract and said Prasatik tract, **N 68°39'37" E**, a distance of **19.88** 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 90+07.40;

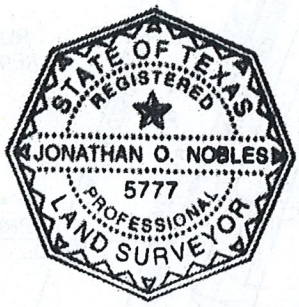
THENCE, leaving the common line of said Rummel and Rohde Farms tract and said Prasatik tract, crossing and over and across said Prasatik tract, along a curve to the left, an arc distance of **30.07** feet, having a radius of **9,940.00** feet, central angle of **0°10'24"** and a chord which bears **S 19°51'31" E**, a distance of **30.07** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the east right-of-way line of said County Road 101, for the southeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 89+79.15;

THENCE, with the east right-of-way line of said County Road 101, **N 66°10'09" W**, a distance of **24.92** feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing with the east right-of-way line of said County Road 101, **N 28°24'23" W,** a distance of **12.48** feet to the **POINT OF BEGINNING** and containing 0.009 acre (394 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.

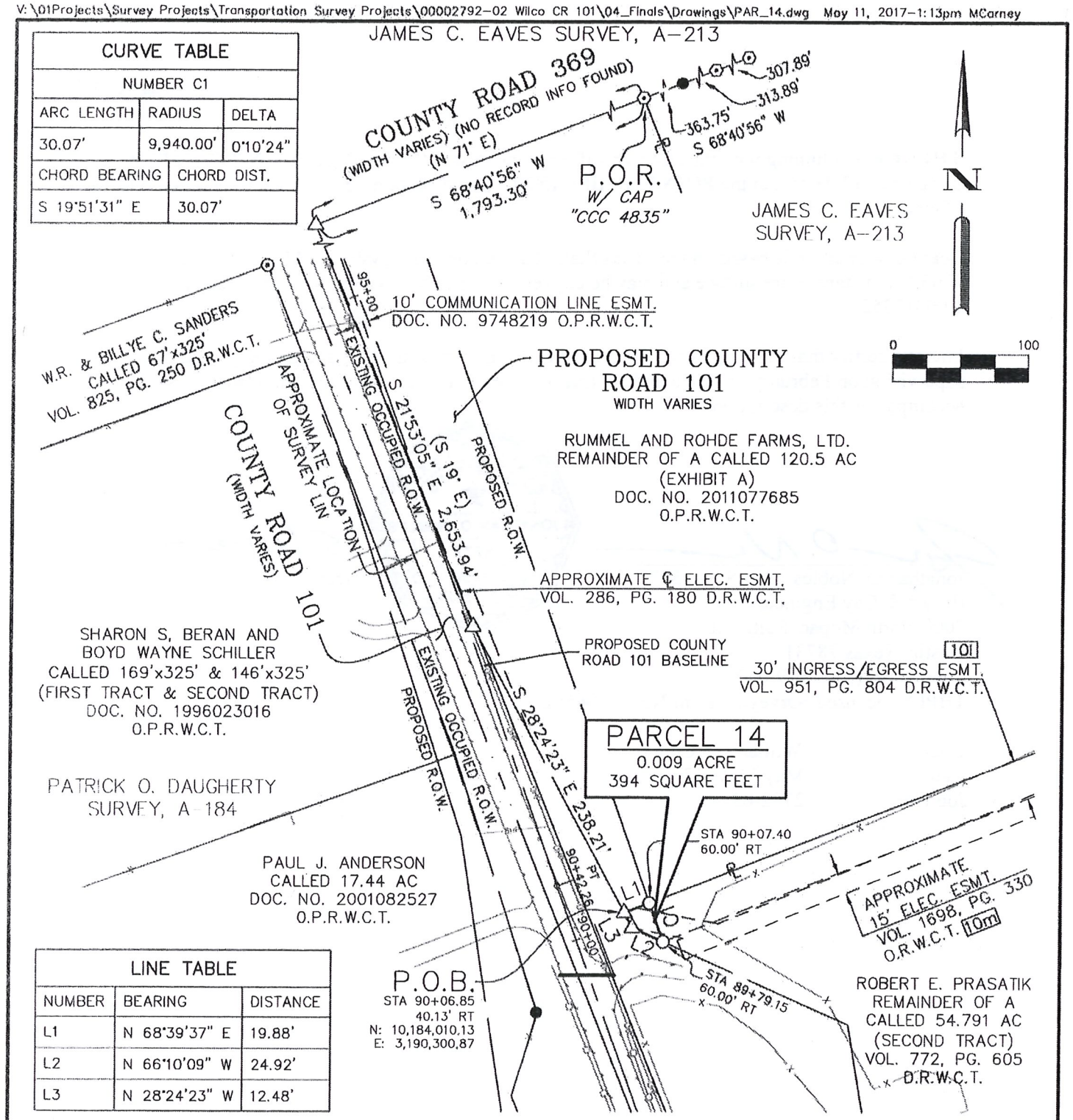


5/11/2017
Date

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: May 11, 2017
Job No: 2792-02

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_14.dwg May 11, 2017-1:13pm MCarney



CURVE TABLE		
NUMBER C1		
ARC LENGTH	RADIUS	DELTA
30.07'	9,940.00'	0°10'24"
CHORD BEARING	CHORD DIST.	
S 19°51'31" E	30.07'	

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°39'37" E	19.88'
L2	N 66°10'09" W	24.92'
L3	N 28°24'23" W	12.48'

LEGEND

D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ELEC.	ELECTRIC
ESMT.	EASEMENT
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
	LINE BREAK
℄	PROPERTY LINE
( )	RECORD INFORMATION FRO DOC. NO. 2011077685
[ ]	RECORD INFORMATION FROM DOC. NO. 1997039299
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON ROD W/CAP
⊙	FOUND 1" IRON PIPE
○	SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP
△	CALCULATED POINT
—OHP—	OVERHEAD POWER
---x---	BARBED WIRE FENCE
—o—	CHAIN LINK FENCE
—G—	GUARDRAIL
	EDGE OF ASPHALT

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 14
0.009 ACRE (394 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	05/11/2017	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 1642482-GTN, DATED EFFECTIVE NOVEMBER 8, 2016 AND ISSUED ON NOVEMBER 14, 2016.

10e. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 178, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10f. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 424, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10g. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 287, PAGE 54, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10h. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 337, PAGE 260, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10i. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 477, PAGE 366, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10j. ELECTRIC POWER LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 483, PAGE 207, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10k. BLANKET EASEMENT FOR FLOODWATER RETARDING STRUCTURE GRANTED TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT RECORDED IN VOLUME 503, PAGE 642, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

10l. A 30 ' RIGHT-OF-WAY EASEMENT AS RESERVED IN WARRANTY DEED RECORDED IN VOLUME 951, PAGE 804, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10m. ELECTRIC LINE(S) EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 1698, PAGE 330, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10n. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN AGREEMENT CONCERNING LAKE AS RECORDED IN VOLUME 1337, PAGE 834, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. (NOT PLOTTABLE)

10q. TERMS, CONDITIONS AND STIPULATIONS IN THAT CERTAIN DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2009092473, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10r. NOTICE REGARDING ANNEXATION BY THE CITY OF TAYLOR IN ORDINANCE 2009-34 AS RECORDED IN DOCUMENT NO. 2009093627, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10s. NOTICE REGARDING ANNEXATION BY THE CITY OF TAYLOR IN ORDINANCE 2009-34 AS RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

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 14
0.009 ACRES (394 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	05/11/2017	4 of 4

EXHIBIT "B"

Parcel 14B

DEED

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 WILLIAMSON COUNTY, TEXAS, 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 ROBERT E. PRASATIK, 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 0.009 acre (394 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 14B**)

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.

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 Grantee 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 Grantee 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.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Dan A. Gattis, 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:

Robert E. Prasatik
802 Savanna Lane
Cedar Park, Texas 78613

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel: 14B (R.O.W. Vacation)
Highway: County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 14B

METES & BOUNDS DESCRIPTION FOR A 0.009 ACRE (394 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF COUNTY ROAD 101 (WIDTH VARIES, NO RECORD INFORMATION FOUND); SAID 0.009 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 cap stamped "CCC 4835" found on the south right-of-way line of County Road 369 (width varies), at the northeast corner of the remainder tract of land described as a 60.5-acre tract (first tract) and a 60-acre tract (second tract) as conveyed to Rummel and Rohde Farms, LTD., by correction special warranty deed recorded in Document No. 2011077685 of the Official Public Records of Williamson County, Texas; Thence, with the south right-of-way line of said County Road 369 and the north line of said Rummel and Rohde Farms tract, S 68°40'56" W a distance of 1,793.30 feet to a calculated point at the intersection of the east right-of-way line of County Road 101 (width varies) and the south right-of-way line of said County Road 369; Thence, with the east right-of-way line of said County Road 101 and the west line of said Rummel and Rhode Farms tract, S 21°53'05" E a distance of 2,653.94 feet to a calculated angle point; Thence, continuing with the east right-of-way line of said County Road 101, partly with the west line of said Rummel and Rhode Farms tract and partly with the west line of the remainder tract of land described as a 54.791 acre tract (Second Tract) of land as conveyed to Robert E. Prasatik by Warranty Deed with Vendor's Lien recorded in Volume 772, Page 605 of the Deed Records of Williamson County, Texas, S 28°24'23" E, passing the common west corner of said Rummel and Rohde Farms tract and said Prasatik tract at a distance of 238.21 feet, continuing on for a total distance of 250.69 feet to a calculated angle point; Thence, continuing with the east right-of-way line of said County Road 101 and the west line of said Prasatik tract, S 66°10'08" E a distance of 137.00 feet to a 1/2-iron rod with cap stamped with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,183,943.80, E: 3,190,432.11) set for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 140.62 feet right of County Road 101 baseline station 88+98.50;

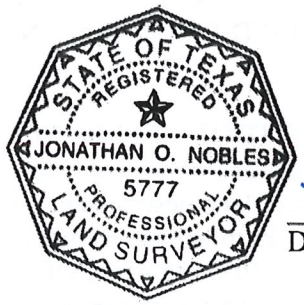
THENCE, continuing with the east right-of-way line of said County Road 101 and the west line of said Prasatik tract, **S 66°10'08" E,** a distance of **37.53** feet to a 1/2-inch iron rod with aluminum cap stamped "BGE Inc." set for the northeast corner of the herein described tract, 162.48 feet right of County Road 101 baseline station 88+71.87;

THENCE, continuing with the east right-of-way line of said County Road 101 and the west line of said Prasatik tract, **S 09°52'58" E,** a distance of **25.23** feet to a 1/2-iron rod with cap stamped with aluminum cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 162.78 feet right of County Road 101 baseline station 88+46.67;

THENCE, over and across the right-of-way of said County Road 101, **N 44°00'46" W**, a distance of **55.65** feet to the **POINT OF BEGINNING** and containing 0.009 acre (394 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.



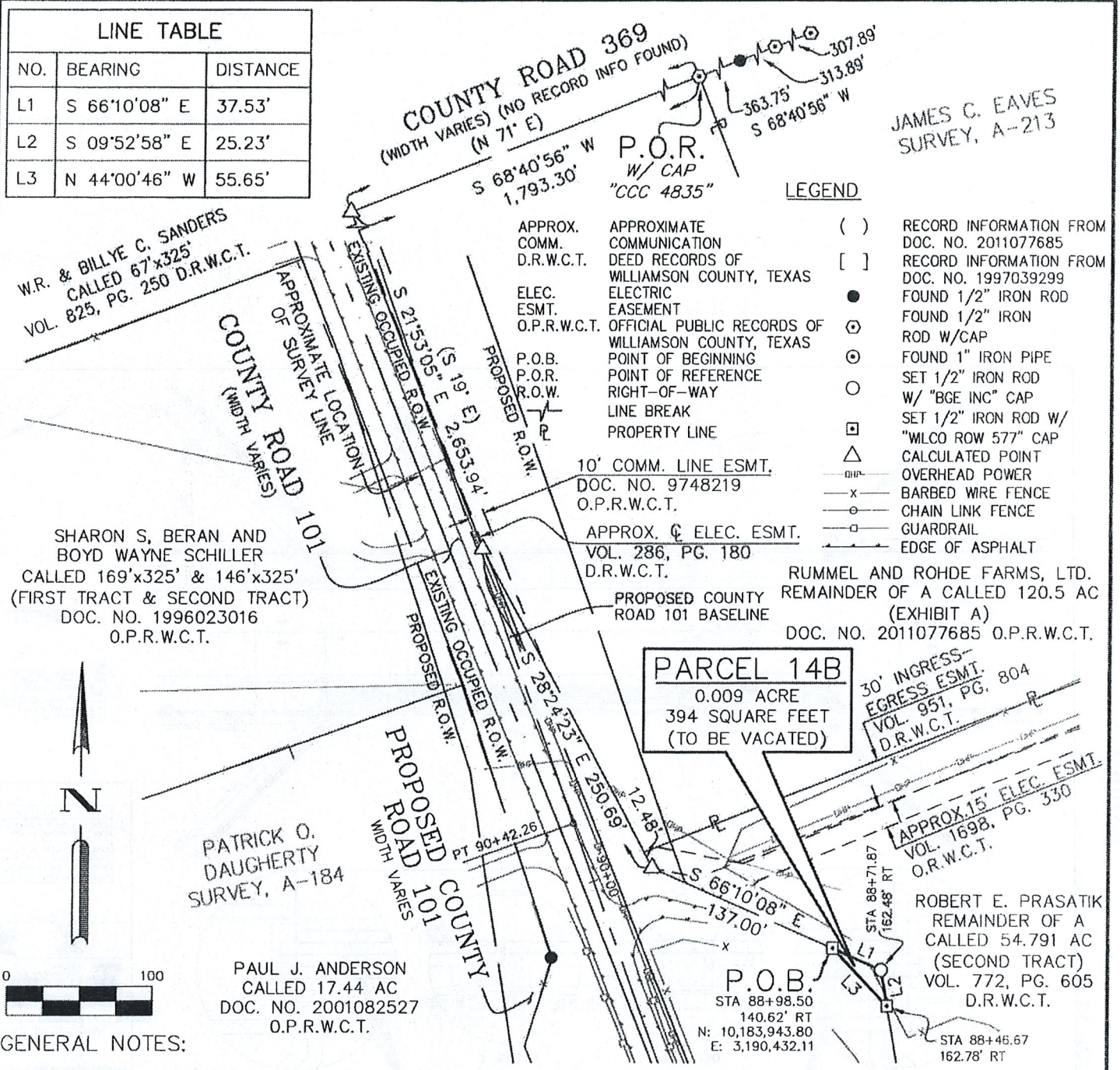
7/19/2017
Date

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: July 18, 2017
Job No: 2792-02

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LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 66°10'08" E	37.53'
L2	S 09°52'58" E	25.23'
L3	N 44°00'46" W	55.65'



LEGEND

APPROX.	APPROXIMATE	( )	RECORD INFORMATION FROM DOC. NO. 2011077685
COMM.	COMMUNICATION	[ ]	RECORD INFORMATION FROM DOC. NO. 1997039299
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS	●	FOUND 1/2" IRON ROD
ELEC.	ELECTRIC	⊙	FOUND 1/2" IRON ROD W/CAP
ESMT.	EASEMENT	⊙	FOUND 1" IRON PIPE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS	○	SET 1/2" IRON ROD W/ "BGE INC" CAP
P.O.B.	POINT OF BEGINNING	⊡	SET 1/2" IRON ROD W/ "WILCO ROW 577" CAP
P.O.R.	POINT OF REFERENCE	△	CALCULATED POINT
R.O.W.	RIGHT-OF-WAY	OHP	OVERHEAD POWER
	LINE BREAK	x	BARBED WIRE FENCE
	PROPERTY LINE		CHAIN LINK FENCE
			GUARDRAIL
			EDGE OF ASPHALT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. COORDINATES SHOWN HEREON ARE GRID VALUES. DISTANCES SHOWN HEREON ARE SURFACE VALUES. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND.

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

7/19/2017

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

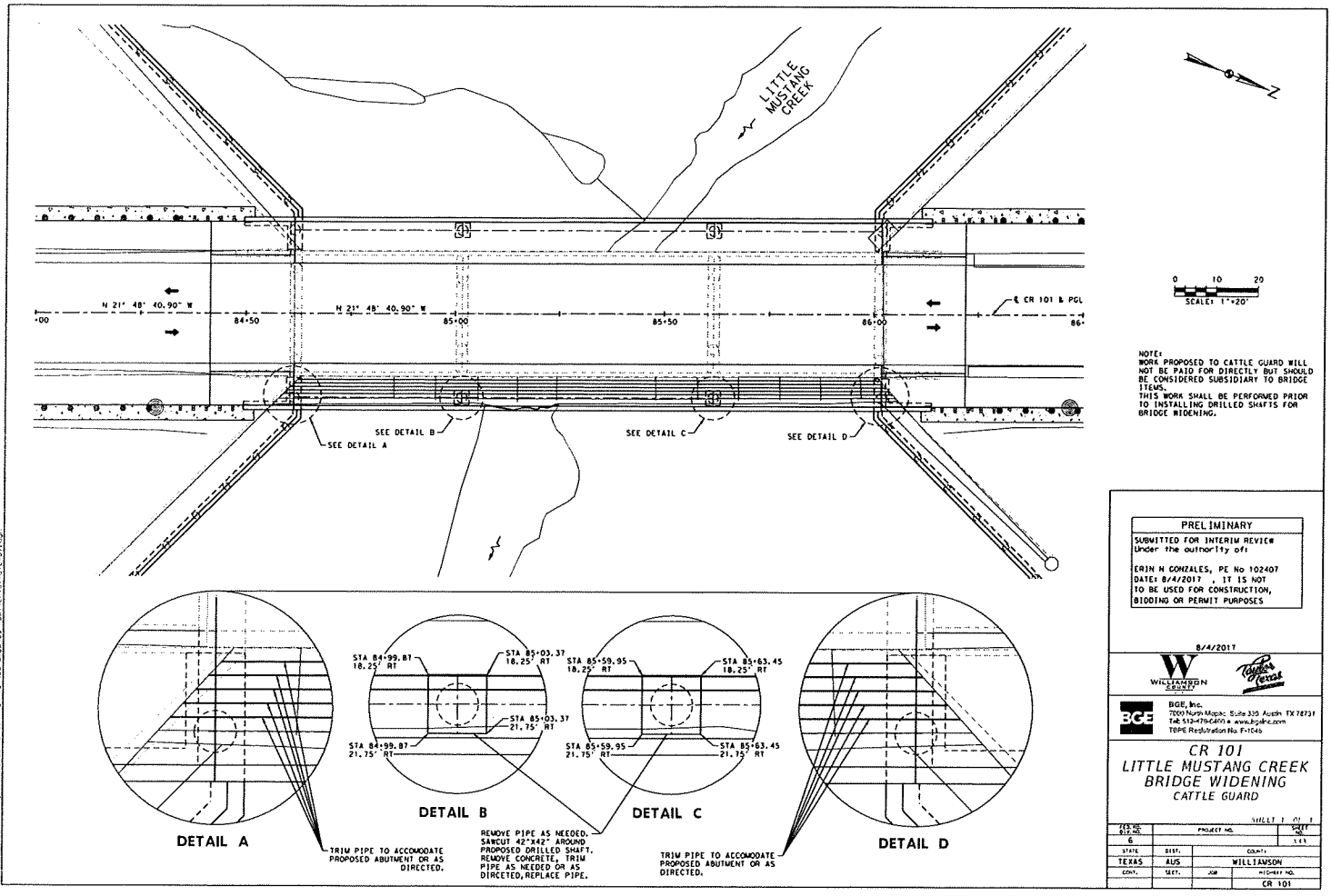
BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 14B
0.009 ACRE (394 S.F.)
COUNTY ROAD 101
WILLIAMSON COUNTY

Scale:	Job No.:	Date:	Page:
1"=100'	2792-02	07/18/2017	3 of 3

EXHIBIT "C"



NOTE:
WORK PROPOSED TO CATTLE GUARD WILL NOT BE PAID FOR DIRECTLY BUT SHOULD BE CONSIDERED SUBSIDIARY TO BRIDGE ITEMS.
THIS WORK SHALL BE PERFORMED PRIOR TO INSTALLING DRILLED SHAFTS FOR BRIDGE WIDENING.

PRELIMINARY
SUBMITTED FOR INTERIM REVIEW Under the authority of:
ERIN N GONZALES, PE No 102407
DATE: 8/4/2017 , IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES

8/4/2017

WILLIAMSON COUNTY

Texas Original

BGE, Inc.
7000 North Mopac Suite 330 Austin TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101
LITTLE MUSTANG CREEK BRIDGE WIDENING
CATTLE GUARD

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		1
STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON
CONT.	SECT.	JOB / HIGHWAY NO.
		CR 101

8/4/2017 13:48:24 PM pat.arroyo
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Commissioners Court - Regular Session **52.**

Meeting Date: 09/12/2017

Resolution for Condemnation

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 Resolution for Condemnation regarding right of way needed from Sam McFarlin on CR 101 (Parcel 27).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McFarlin Resolution Parcel 27

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:14 AM
Final Approval Date: 09/07/2017		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 1.264 acres (Parcel 27) described by metes and bounds in Exhibit "A" owned by **Sam McFarlin,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 101 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby

authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 27
Highway: C.R. 101

PROPERTY DESCRIPTION FOR
PARCEL 27

DESCRIPTION OF A 1.264 ACRE (55,046 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF THAT CALLED 4.26 ACRE TRACT OF LAND CONVEYED TO SAM McFARLIN AND WIFE JOYCE McFARLIN BY INSTRUMENT RECORDED IN VOLUME 979, PAGE 471 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OF THAT CALLED 3.86 ACRE TRACT OF LAND CONVEYED TO SAM McFARLIN AND WIFE JOYCE McFARLIN BY INSTRUMENT RECORDED IN VOLUME 586, PAGE 989 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.264 ACRE (55,046 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod with aluminum cap stamped "REF/WITNESS" set, 110.00 feet right of proposed County Road (C.R.) 101 baseline station 121+48.03, in the common boundary line of said 3.86 acre tract, and said 4.26 acre tract;

THENCE, with said common boundary line, S 69°19'30" W for a distance of 50.00 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 121+49.22, having grid coordinates of N=10,186,943.47 E=3,189,171.04 in the proposed easterly Right-of-Way (ROW) line of CR 101, for the **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 4.26 acre tract, through the interior of said 3.86 acre tract, with said proposed easterly ROW line, the following two (2) courses:

1. **S 22°02'21" E,** for a distance of **175.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 119+73.28, for an angle point;

2. **S 67°06'47" E,** for a distance of **47.68** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 93.77 feet right of proposed C.R. 101 baseline station 119+39.61, in the existing northerly ROW line of C.R. 369 (variable width right-of-way), for the southeasterly corner of the herein described tract, and from which a 2" (center of three) pipe fence post, being the southeasterly corner of said 4.26 acre tract, same being the most southerly southwesterly corner of that called 51.49 acre tract of land conveyed to Joyce W. McFarlin by instrument recorded in Volume 1832, Page 825 of the Official Records of Williamson County, Texas, bears along said northerly ROW line, N 68°44'01" E, at a distance of 797.04 feet;

3. **THENCE**, with the common line of said northerly ROW line and the southerly boundary line of said 3.86 acre tract, **S 68°44'01" W,** for a distance of **113.95** feet to a calculated point at the intersection of said northerly ROW line of C.R. 369 and the existing easterly ROW line of said C.R. 101, for the southwesterly corner of said 3.86 acre tract and the herein described tract;

4. **THENCE**, departing said existing northerly ROW line of C.R. 369, with the westerly boundary line of said 3.86 acre tract, same being the existing easterly ROW line of C.R. 101, **N 22°11'20" W**, at a distance of 210.00 feet, pass the southwesterly corner of said 4.26 acre tract, same being the northwesterly corner of said 3.86 acre tract and continuing for a total distance of **678.83** feet to a calculated point, being the southwesterly corner of a 51.49 acre tract of land conveyed to Joyce W. McFarlin by instrument recorded in Volume 1832, Page 825 of the Official Records of Williamson County, Texas, same being the northwesterly corner of said 4.26 acre tract, for the northwesterly corner of the herein described tract;

5. **THENCE**, departing said existing easterly ROW line of C.R. 101, with the common boundary line of said 4.26 acre tract and said 51.49 acre tract, **S 77°51'38" E** for a distance of **114.53** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 72.78 feet right of proposed C.R. 101 baseline station 125+55.63 in said proposed easterly ROW line, for the northeasterly corner of the herein described tract;

THENCE, departing said 51.49 acre tract, through the interior of said 4.26 acre tract, with said proposed easterly ROW line, the following two (2) courses:

6. **S 19°10'27" E** for a distance of **255.95** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 123+00.00, for an angle point;

7. **S 22°02'12" E** for a distance of **150.78** feet to the **POINT OF BEGINNING**, containing 1.264 acres (55,046 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

Lawrence M. Russo 12/06/2016

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

Date

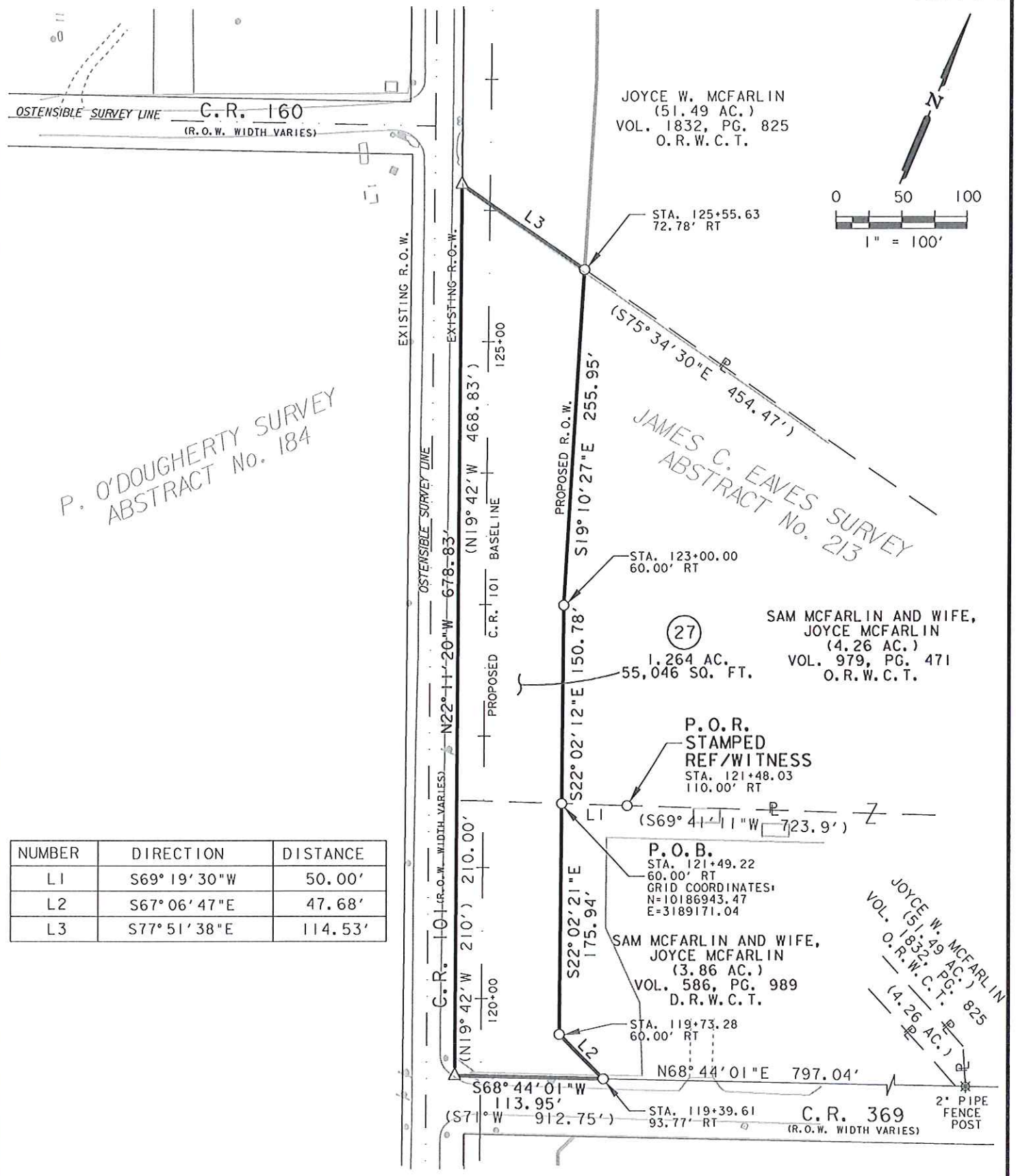


S:_BROWN&GAY\CR 101\PARCELS\ PARCEL 27-McFARLIN-REV.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 12/06/16
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	S69° 19' 30"W	50.00'
L2	S67° 06' 47"E	47.68'
L3	S77° 51' 38"E	114.53'

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

PARCEL PLAT SHOWING PROPERTY OF

SAM MCFARLIN AND WIFE, JOYCE MCFARLIN

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 27

S:*BROWN&GAY\CR101\PARCELS\PARCEL 27-McFARLIN\MCFARLIN-25-27-COMBINED.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622839-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 13, 2016, ISSUE DATE JULY 22, 2016 AND GF NO. 1622926-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPY CORPORATION, (GF NO. 1622839 & 1622926) RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. (GF NO. 1622839) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010063262 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. (GF NO. 1622826) EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 613, PAGE 340, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. (GF NO. 1622839) NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. (GF NO. 1622826) TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010063271 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. (GF NO. 1622839) INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

L. (GF NO. 1622826) NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

M. (GF NO. 1622826) INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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

Lawrence M. Russo 12/06/2016

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

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	1.264	55,046
CALC/DEED AREA	8.12	353,707
REMAINDER AREA	6.856	298,661

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

PARCEL PLAT SHOWING PROPERTY OF

SAM MCFARLIN AND WIFE, JOYCE MCFARLIN

SCALE	PROJECT	COUNTY
1" = 100'	CR 101	WILLIAMSON

PARCEL 27

S:*BROWN&GAY\CR101\PARCELS\PARCEL 27-McFARLIN\MCFARLIN-25-27-COMBINED.dgn

Commissioners Court - Regular Session **53.**

Meeting Date: 09/12/2017

Resolution for Condemnation

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 Resolution for Condemnation regarding right of way needed from Sam McFarlin on CR 101 (Parcel 28).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McFarlin Resolution Parcel 28

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:16 AM
Final Approval Date: 09/07/2017		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 2.618 acres (Parcel 28) described by metes and bounds in Exhibit "A" owned by **Sam McFarlin,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 101 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby

authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 28

PROPERTY DESCRIPTION FOR
PARCEL 28

DESCRIPTION OF A 2.618 ACRE (114,041 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 51.49 ACRE TRACT OF LAND CONVEYED TO JOYCE W. McFARLIN BY INSTRUMENT RECORDED IN VOLUME 1832, PAGE 825 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.618 ACRE (114,041 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron rod with aluminum cap stamped "REF/WITNESS" set 110.00 feet right of proposed County Road (C.R.) 101 baseline station 137+64.23 in the common boundary line of that called 46.99 acre tract of land conveyed to Wendy Ann Wendland and Ryan A. Wendland by instrument recorded in Document No. 2007085821 of the Official Public Records of Williamson County, Texas, and the said 51.49 acre tract;

Thence, with said common boundary line, S 67°19'43" W for a distance of 50.00 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed C.R. 101 baseline station 137+63.68, having grid coordinates of N=10,188,439.79, E=3,188,565.36, in the proposed easterly Right-of-Way (ROW) line of CR 101 (variable width ROW), for northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said 46.99 acre tract, through the interior of said 51.49 acre tract, with said proposed easterly ROW line, the following four (4) courses:

1. **S 22°02'12" E** for a distance of **263.68** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 135+00.00, for an angle point;

2. **S 27°44'50" E** for a distance of **201.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 80.00 feet right of proposed C.R. 101 baseline station 133+00.00, for an angle point;

3. **S 22°02'12" E** for a distance of **600.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 80.00 feet right of proposed C.R. 101 baseline station 127+00.00, for an angle point;

4. **S 19°10'27" E** for a distance of **144.55** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 72.78 feet right of proposed C.R. 101 baseline station 125+55.63, in the southerly boundary line of said 51.49 acre tract, same being the northerly boundary line of that called 4.26 acre tract of land conveyed to Sam McFarlin and Wife, Joyce McFarlin by instrument recorded in Volume 979, Page 471 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

5. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 51.49 acre tract and said 4.26 acre tract, **N 77°51'38" W,** for a distance of **114.53** feet to a calculated point in the existing easterly ROW line of C.R. 101 (variable width ROW), being the southwesterly corner of said 51.49 acre tract, same being the northwesterly corner of said 4.26 acre tract, for the southwesterly corner of the herein described tract;

6. **THENCE**, departing said 4.26 acre tract, with the common boundary line of said 51.49 acre tract and said existing easterly ROW line of C.R. 101, **N 22°11'20" W** for a distance of **1142.77** feet to a 2" pipe post found (+/- 6 feet tall), being the northwesterly corner of said 51.49 acre tract, same being the southwesterly corner of said 46.99 acre tract, for the northwesterly corner of the herein described tract;

7. **THENCE**, departing said existing ROW line, with the common boundary line of said 51.49 acre tract and said 46.99 acre tract, **N 67°19'43" E** for a distance of **85.02** feet to the **POINT OF BEGINNING**, containing 2.618 acres (114,041 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

Lawrence M. Russo 09/27/2016

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

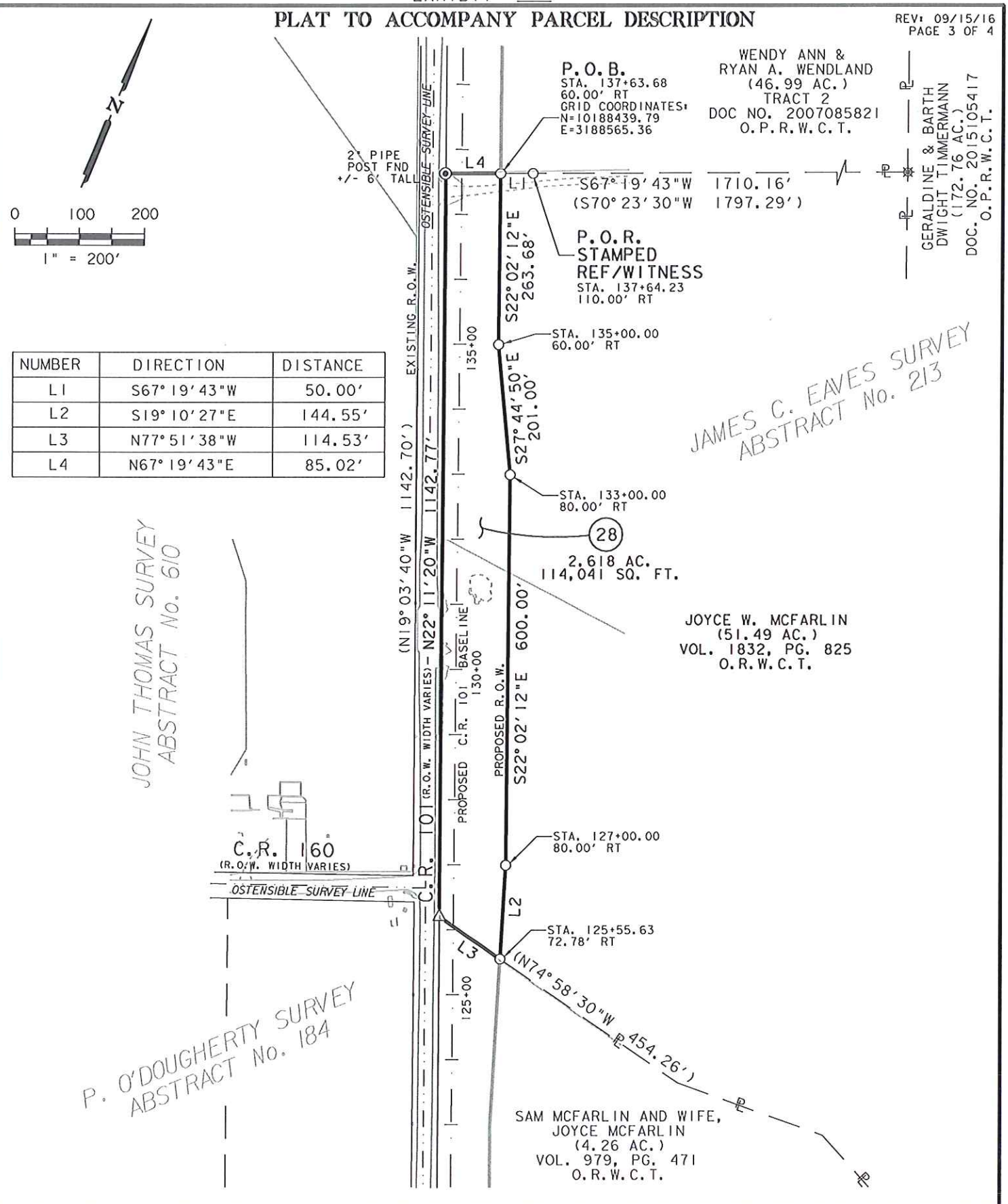
Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/15/16
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	S67° 19' 43"W	50.00'
L2	S19° 10' 27"E	144.55'
L3	N77° 51' 38"W	114.53'
L4	N67° 19' 43"E	85.02'

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

PARCEL PLAT SHOWING PROPERTY OF

JOYCE W. MCFARLIN

SCALE	PROJECT	COUNTY
1" = 200'	CR 101	WILLIAMSON

PARCEL 28

S:*BROWN&GAY\CR101\PARCELS\PARCEL 28-McFARLIN\MCFARLIN-091516.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622926-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2011022418, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. TERMS, CONDITIONS. AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010064659, DOCUMENT NO. 2010083230, AND DOCUMENT NO. 2010064661, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

M. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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

Lawrence M. Russo 09/27/2016

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

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	2.618	114,041
CALC/DEED AREA	51.49	2,242,904
REMAINDER AREA	48.872	2,128,863

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

PARCEL PLAT SHOWING PROPERTY OF

JOYCE W. MCFARLIN

SCALE	PROJECT	COUNTY
1" = 200'	CR 101	WILLIAMSON

PARCEL 28

S:*BROWN&GAY\CR101\PARCELS\PARCEL 28-McFARLIN\MCFARLIN-091516.dgn

Commissioners Court - Regular Session **54.**

Meeting Date: 09/12/2017

Resolution for Condemnation

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 Resolution for Condemnation regarding right of way needed from Bradley and Patricia Blessing on the Seward Junction SE Loop (Parcel 11).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Blessing Resolution for Condemnation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:17 AM
Final Approval Date: 09/07/2017		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 0.275 acre (Parcel 11) described by metes and bounds in Exhibit "A" owned by **Bradley P. Blessing and Patricia L. Blessing,** for the purpose of constructing, reconstructing, maintaining, and operating Seward Junction Southeast/CR 266 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT "A"

FIELD NOTES DESCRIPTION – ROW PARCEL 11

DESCRIPTION OF 0.275 ACRE (11,958 SQUARE FEET) OF LAND IN THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 11, TWENTY-NINE RANCH, A SUBDIVISION OF RECORD IN CABINET K, SLIDES 115-116, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.275 ACRE AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found, 54.12 feet right of Williamson County Road 266 Baseline Station 258+59.12, in the existing east right-of-way line of County Road 266, a varying width right-of-way, at the northwest corner of Lot 11 and the southwest corner of Lot 10 of the said Twenty-Nine Ranch subdivision, same being an angle point in the west line of a 15-feet wide Road Widening Easement shown on the said Twenty-Nine Ranch subdivision plat, for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 82° 57' 16" E, with the common line of said Lot 10 and said Lot 11, with the north line of the tract described herein, at a distance of 15.00 crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein;

THENCE crossing the said Lot 11, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 06° 49' 10" E, a distance of 78.49 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for an angle point, and

2. S 11° 33' 50" E, a distance of 332.82 feet to a ½-inch iron rod with plastic cap stamped "BCG" set in the common line of said Lot 11 and Lot 12 of the said Twenty-Nine Ranch subdivision, same being the north line of that certain called 6.47 Acre portion of Lot 12, described in the deed to Armando and Francisca Ortega of record in Document No. 2011061568, Official Public Records of Williamson County, Texas, for the southeast corner of the tract described herein;

THENCE S 78° 49' 25" W, with the common line of said Lot 11 and said Lot 12, same being the north line of the said 6.47 acre tract, and with the south line of the tract described herein, at a distance of 14.00 feet crossing the east line of the said 15-feet wide Road Widening Easement, and continuing for a total distance of 29.00 feet a 1/2-inch iron rod found, 23.59 feet right of County Road 266 Baseline Station 254+47.85, in the east right-of-way line of County Road 266, same being the west line of the said 15-feet wide Road Widening Easement, at the southwest corner of said Lot 11 and the northwest corner of said Lot 12, same being the northwest corner of the said 6.47 acre tract, for the southwest corner of the tract described herein;

THENCE with the east right-of-way line of County Road 266, with the west line said Lot 11, with the west line of the said 15-feet wide Road Widening Easement, and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 11° 33' 50" W, a distance of 333.83 feet to a ½-inch iron rod found, 42.85 feet right of County Road 266 Baseline Station 257+80.34, at an angle point, and

2. N 06° 49' 10" W, a distance of 79.58 feet to the **POINT OF BEGINNING** and containing 0.275 acre (11,958 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, Central Zone, NAD83, Grid.

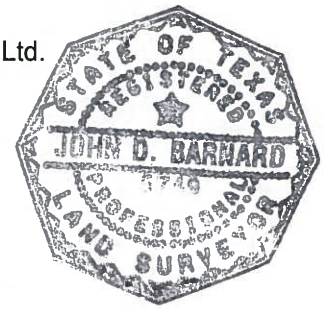
BOWMAN WORD FILE: FN1968

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

That I, John D. Barnard, 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 during the months of January through June 2015 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

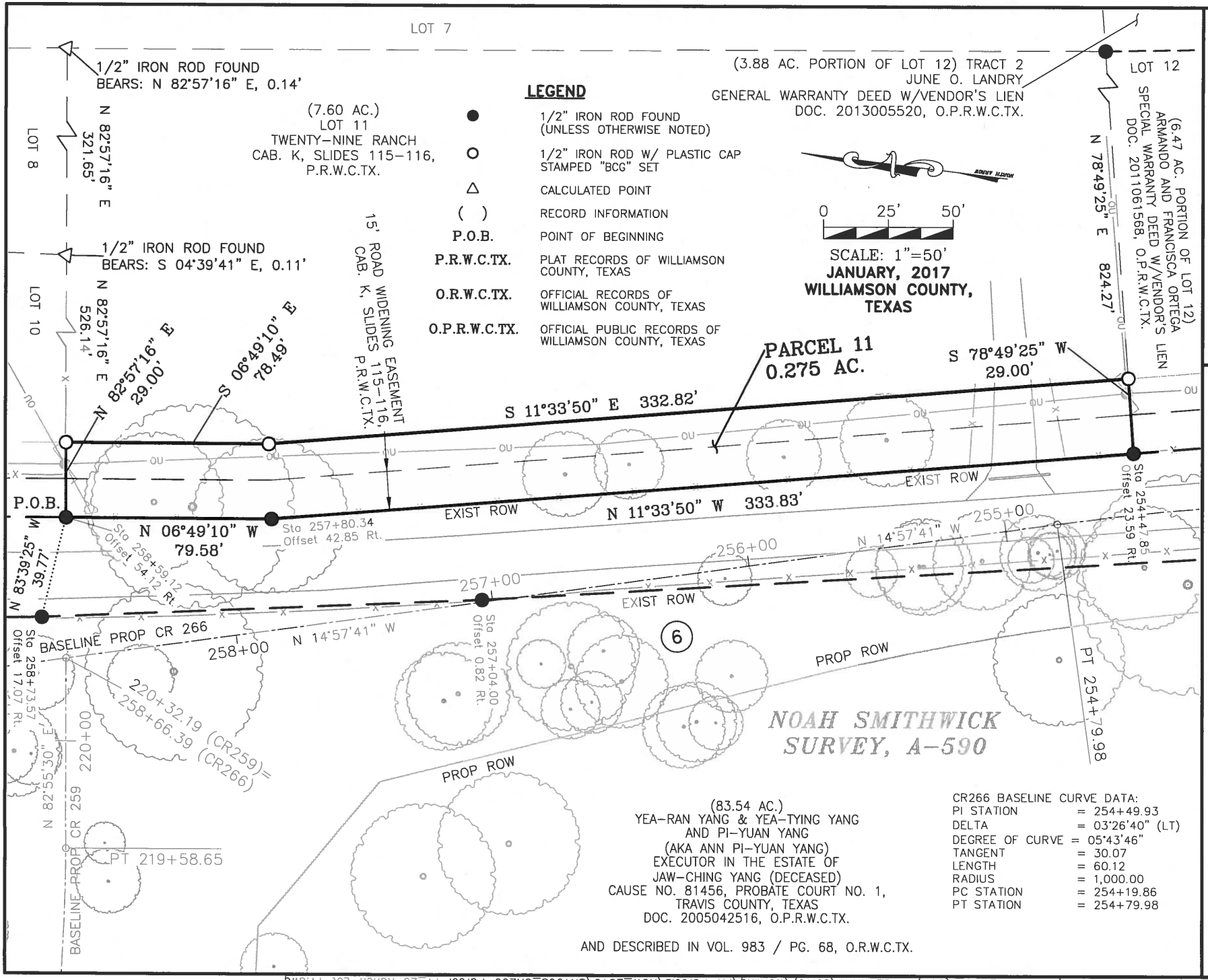


EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1968

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

Bowman CONSULTING

DATE: Jan 05,2017-8:32am

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW_2016\SK1968_CR266-Parcel 11_29 Ranch-Lot 11.dwg

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NAD83, GRID, BASED ON SURVEY TIES MADE TO CONTROL MONUMENTS SAM3, SAM4, SAM5 & SAM6 AS SHOWN ON CONTROL SHEETS FOR THE US 183: CR213 TO RIVA RIDGE DRIVE PROJECT (CSJ: 0151-04-063/064); LOWER COLORADO RIVER AUTHORITY (LCRA) CONTROL MONUMENTS AZF9 AND X622; AND TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTROL MONUMENT N2463018.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

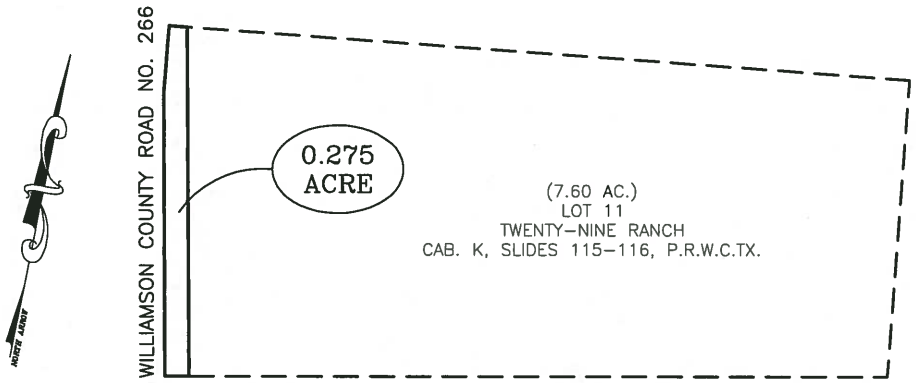
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 1.000115 (GRID TO SURFACE).

4. IMPROVEMENTS SHOWN HEREON ARE BASED ON AN ENGINEERING DESIGN SURVEY PERFORMED BY BOWMAN CONSULTING, DURING THE MONTHS OF JANUARY THROUGH JUNE, 2015.

5. COUNTY ROAD 259 STATIONS AND OFFSETS SHOWN HEREON ARE BASED ON THE THE PROJECT BASELINES (269011AL01.DGN), AS PROVIDED BY AGUIRRE & FIELDS, LP ON 08-26-2015; PROPOSED DRAINAGE EASEMENT LINEWORK PROVIDED ON 05-03-2016.

6. THE ACREAGE CALCULATED AND SHOWN HEREON IS DERIVED FROM RECORD INFORMATION, AND IS FOR INFORMATIONAL PURPOSES ONLY.
THIS DOES NOT IN ANY WAY REPRESENT A BOUNDARY SURVEY OF THE PARENT TRACT.

7. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.



WHOLE PROPERTY INSET
(NOT TO SCALE)

PROPOSED PARCEL ACQUISITION TABLE
RECORD PROPERTY AREA = 7.60 ACRES

PROPOSED ACQUISITION AREA = 0.275 ACRE

REMAINDER AREA = 7.32 ACRES

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

SURVEYOR CERTIFICATION

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

JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND
SURVEYOR NO. 5749,
STATE OF TEXAS

1/11/2017
DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Building 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FIELD NOTES DESCRIPTION FN1968

FILE: P:\005569 - Seward Junction\005569-02-001 (SUR) - SE WA 1\Survey\Working\FN-Parcels\ROW 2016\SK1968 CR266-Parcel 11_29 Ranch-Lot 11.dwg
DATE: Jan 05,2017-8:33am

Commissioners Court - Regular Session **55.**

Meeting Date: 09/12/2017

San Gabriel Ridge Properties, LLC Agreement

Submitted For: Julie Kiley **Submitted By:** Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Authorize the County Judge to execute an Escrow Agreement with the San Gabriel Ridge Properties, LLC regarding Shops at San Gabriel Ridge for future traffic signals at intersection of Whitewing Drive and US 183.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shops at San Gabriel Ridge Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:50 AM
Form Started By: Pam Navarrette		Started On: 09/07/2017 11:35 AM
Final Approval Date: 09/07/2017		

ESCROW AGREEMENT
(SHOPS AT SAN GABRIEL RIDGE PROJECT)

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____, 2017, by and between SAN GABRIEL RIDGE PROPERTIES, LLC a Texas limited liability company ("Developer"), and WILLIAMSON COUNTY, a Texas political subdivision ("Escrow Agent"), to and for the benefit of the Texas Department of Transportation ("TxDOT"), an agency of the State of Texas, with reference to the following facts:

A. Developer is developing the development known as the "Shops at San Gabriel Ridge" at 2082 US 183, Liberty Hill, in Williamson County, Texas, which is the San Gabriel Ridge, Section One Subdivision.

B. TxDOT has required Developer to post fiscal, in the amount of $12,250, for the project's pro rata share of expense ("Escrow Funds") pertaining to the installation of future traffic signals at the intersection of US Hwy 183 and Whitewing Drive ("Future Signalization").

C. TxDOT requires a third party to hold the Pro Rata Share in escrow for a period of time until such time as TxDOT determines the funds are needed for construction of the Future Signalization.

D. Developer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to the Escrow Funds for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

1. Developer shall deposit with the Escrow Agent the Escrow Funds via a certified check payable to the order of "Williamson County" in the amount of Twelve Thousand Two Hundred Fifty and No/100 ($12,250.00), to be held by Escrow Agent and to be used only as provided in this Agreement.
2. Escrow Agent's obligation to perform under this Agreement will be contingent on Developer making the payment of the Escrow Funds as provided herein.
3. This Escrow Agreement is specifically for the benefit of TxDOT as an intended third-party beneficiary and may not be revised, supplemented, waived or withdrawn without the prior written consent of TxDOT's authorized representative.
4. Escrow Agent agrees to deposit the Escrow Funds in an interest-bearing account until disbursement of the entire Escrow Funds.
5. The parties agree that upon the Escrow Agent's receipt of written request from TxDOT for the release of the Escrow Funds, or a portion thereof, the Escrow Agent shall release the Escrow Funds as directed by TxDOT.

6. The Escrow shall close and terminate upon the sooner of the disbursement of all Escrow Funds in accordance with this Agreement, or ten (10) years after the date of this Agreement.
7. If all Escrow Funds have not been remitted to TxDOT within ten (10) years of the date of this Agreement, the balance of any Escrow Funds shall be returned to Developer, or its assigns, and this Agreement shall be terminated.
8. Developer shall pay all banking fees incurred in connection with Escrow Agent's obligations under this Agreement.
9. Escrow Agent shall not be under any duty to give the Escrow Funds held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Agreement.
10. Escrow Agent shall not be liable for actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund or any loss of interest incident to any such delays. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.
11. Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.
12. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.
13. Escrow Agent does not have any interest in the Escrow Funds deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of

income from the Escrow Fund shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

14. Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.
15. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.
16. Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Fund to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including a court of competent jurisdiction) or (ii) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Escrow Fund until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, nonappealable order of a court of competent jurisdiction.
17. In the event of any disagreement resulting in adverse claims or demands being made in connection with the Escrow Fund or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Fund until Escrow Agent shall have received (i) a final, nonappealable order of a court of competent jurisdiction directing delivery of the Escrow Fund or (ii) a written agreement executed by the parties hereto directing delivery of the Escrow Fund, in which event Escrow Agent shall disburse the Escrow Fund in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and nonappealable. Escrow Agent shall act on such court order and legal opinion without further question.
18. In the event the Escrow Agent becomes involved in litigation in connection with this escrow, Developer agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses and attorney’s fees suffered or incurred by the Escrow Agent as a result thereof.
19. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer: San Gabriel Ridge Properties, LLC

Attention: Dwain J. Schuh
Telephone: (512) 844-5333
Facsimile: _____

With Copies to: _____
_____
_____

If to TxDOT: Texas Department of Transportation
125 E. 11th Street Austin, TX 78701
Attention: Traffic Operations
Telephone: 512 974-0899
Facsimile: 512 974-0864

With Copies to: _____
_____
_____

If to the Escrow Agent: Williamson County Judge
710 S. Main St.
Georgetown, TX 78626
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

With Copies to: Charlie Crossfield
309 E. Main St.
Round Rock, Texas 78664
Telephone: (512) 255-8877
Facsimile: (512) 255-8986

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

20. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 18 are effective upon delivery, if delivered personally or by overnight mail, upon confirmed transmission if by electronic communication, and are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.
21. Developer represents and warrants that neither Developer nor any members of its team has a financial or other interest in the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities. Escrow Agent represents and warrants that it has no financial or other interest in the Developer, the Developer's team members identified to Escrow Agent, or their principals or officers, except as a depository for accounts or escrowed documents.

22. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
23. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
24. The laws of the State of Texas shall govern this Agreement. Venue will be in a state court of competent jurisdiction in Williamson County, Texas.
25. The Escrow Agent may resign as such following the giving of ninety (90) calendar days prior written notice to the Developer and TxDOT. In such event, the duties of the Escrow Agent shall terminate ninety (90) days after receipt of such notice (or as of such earlier date as may be mutually agreeable); and the Escrow Agent shall then deliver the balance of the Escrow Funds then in its possession to a successor escrow agent as shall be appointed by the Developer and acceptable to TxDOT as evidenced by a written notice filed with the Escrow Agent. If the Developer has failed to appoint a successor prior to the expiration of ninety (90) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.
26. This Agreement contains the entire agreement of the parties as to the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement supersedes all prior agreements between the parties concerning the payment for the Signal Improvements due under the Contracts.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER:
San Gabriel Ridge Properties, LLC

By_____
Name: _____
Title: _____

Date: _____

ESCROW AGENT:
Williamson County, Texas

By:_____
Name: Dan A. Gattis
Its: County Judge

Date: _____

Commissioners Court - Regular Session **56.**

Meeting Date: 09/12/2017

Resolution CR 117

Submitted For: Larry Madsen **Submitted By:** Julia Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Resolution Clarifying a Resolution Authorizing the Release and Vacation of a Portion of the Right of Way for County Road 117.

Background

At the March 28, 2006 Regular Session of the Williamson County Commissioners Court, the Commissioners Court adopted a Resolution Authorizing the Release and Vacation of a Portion of the Right-of-Way for County Road 117. Pursuant to the resolution, the Commissioners Court resolved that portions of the existing right-of-way for County Road 117 would be abandoned and vacated upon completion and acceptance of the internal roadway system for the adjacent master planned community development known as “Paloma Lake”. There became some question as to the timing of when the portions of the Right-of-Way for County Road 117 would be fully released and vacated. The intent of the proposed resolution is to clarify such timing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 117 Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Julia Cooper		Started On: 08/31/2017 10:45 AM
Final Approval Date: 09/01/2017		

RESOLUTION CLARIFYING A RESOLUTION AUTHORIZING THE RELEASE AND VACATION OF A PORTION OF THE RIGHT OF WAY FOR COUNTY ROAD 117

WHEREAS, at the March 28, 2006 Regular Session of the Williamson County Commissioners Court (the "Commissioners Court"), the Commissioners Court adopted a Resolution Authorizing the Release and Vacation of a Portion of the Right-of-Way for County Road 117, which is attached hereto as Attachment 1 and incorporated herein by reference (the "Resolution");

WHEREAS, pursuant to the Resolution, the Commissioners Court resolved that portions of the existing right-of-way for County Road 117 would be abandoned and vacated upon completion and acceptance of the internal roadway system for the adjacent master planned community development known as "Paloma Lake";

WHEREAS, the Commissioners Court would like to further describe and clarify the timing as to when the portions of the Right-of-Way for County Road 117, which are depicted in Exhibit "A" of the attached Resolution, will be fully released and vacated;

WHEREAS, the Commissioners Court, after due consideration, desires to clarify that the portions of the Right-of-Way for County Road 117, which are depicted in Exhibit "A" of the attached Resolution, will be fully released and vacated after both (1) all internal roadways of Paloma Lake are completed and accepted; and (2) the new roadway originally known as Arterial A and more recently referred to and known as Kenney Fort Boulevard ("Arterial A/Kenney Fort Boulevard"), which is to be constructed from CR 112 to Old Settlers Blvd, is completed; and

NOW, THEREFORE, BE IT RESOLVED the Commissioner's Court hereby clarifies the prior Resolution and declares that portions of the Right-of-Way for County Road 117, which are depicted in Exhibit "A" of the attached Resolution, will be fully released and vacated after both (1) all internal roadways of Paloma Lake are completed and accepted; and (2) the new roadway known as Arterial A/Kenney Fort Boulevard, which is to be constructed from CR 112 to Old Settlers Blvd, is completed.

IT IS FURTHER RESOLVED THAT, upon the release and vacation of County Road 117, as set resolved herein, that title to the portion of vacated right of way for County Road 117 to the center line of County Road 117 will vest in the owners of the property that abut the vacated right of way in accordance with the provisions of Section 251.058(b) of the Texas Transportation Code; and, further, that a copy of this Resolution Clarifying a Resolution Authorizing the Release and Vacation of a Portion of the Right-of-Way for County Road 117 will be filed with the deed records of Williamson County, Texas, which will serve as the official instrument of conveyance from the County to the owners of the abutting property.

IT BEING FINALLY RESOLVED THAT, if a public utility or common carrier, that has the right of eminent domain, is using the property being vacated and conveyed herein for a right-of-way or easement purpose, such title to the property being vacated and conveyed will continue to be subject to the right-of-way or easement of the public utility or common carrier and the continued use by the public utility or common carrier of utility infrastructure in existence on the date this resolution is signed, as set out in Section 251.058(b)(4) of the Texas Transportation Code.

Adopted this ____ day of _____, 20___, by the Williamson County Commissioner's Court.

_____
Dan A. Gattis, County Judge

ATTACHMENT 1

A RESOLUTION AUTHORIZING THE RELEASE AND VACATION OF A PORTION OF THE RIGHT-OF-WAY FOR COUNTY ROAD 117

WHEREAS, County Road 117 is an existing roadway located within Williamson County, Texas (the "County"); and

WHEREAS, in connection with the development of "Paloma Lake", a master-planned community, Paloma Development, Inc., a Texas corporation ("Developer") intends to construct an internal roadway system which will provide alternative and more efficient means of access than currently provided by certain portions of County Road 117, and which will provide a safer and more efficient roadway system; and

WHEREAS, upon the completion and acceptance of the portions of the internal roadway system, the County intends to vacate and abandon portions of the existing right-of-way for County Road 117, as shown on the plan attached hereto as Exhibit "A" and incorporated herein by reference; and

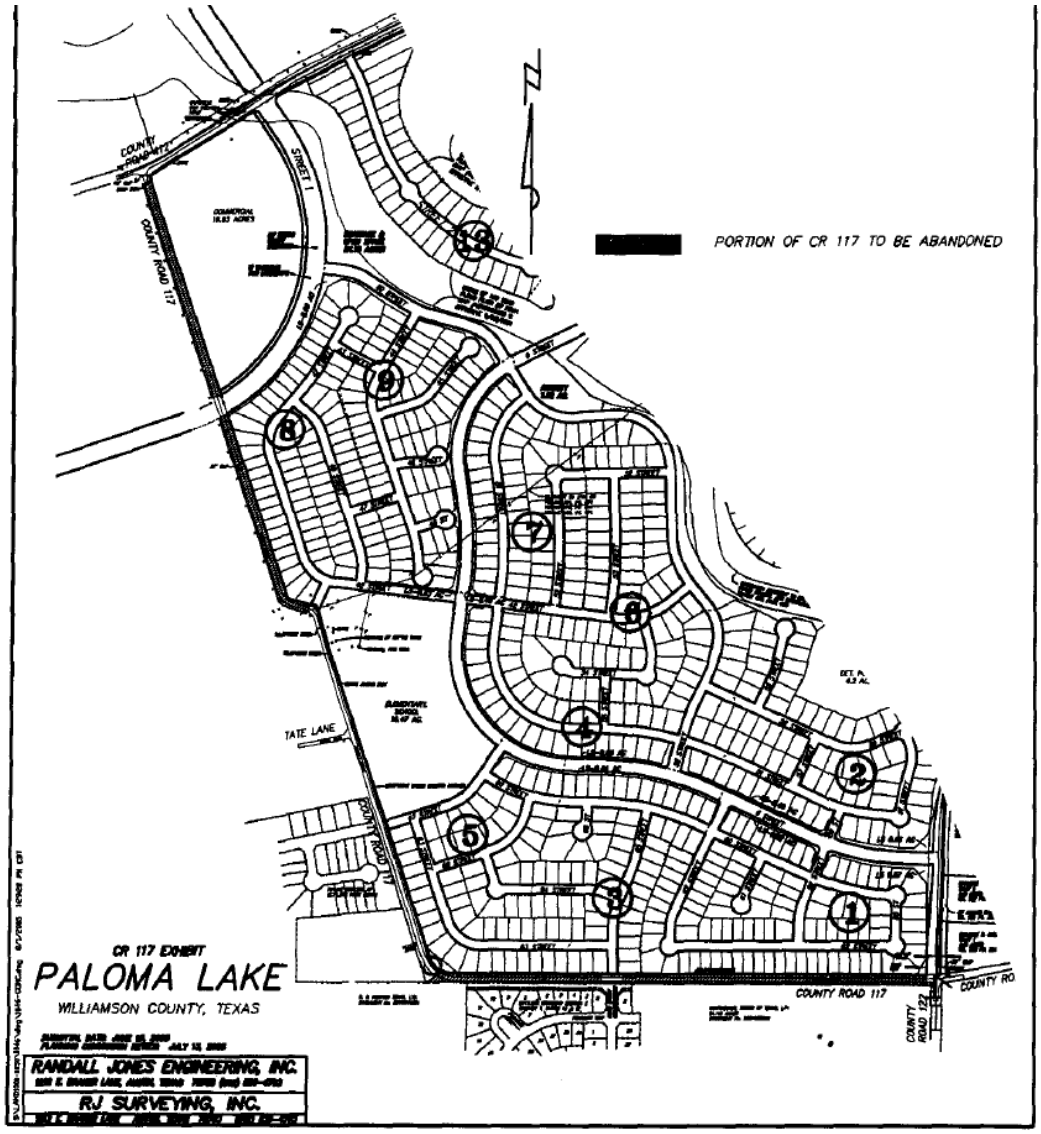
WHEREAS, the Commissioners Court of Williamson County, after due consideration, has determined that portions of the existing right-of-way for County Road 117 should be released and vacated as set forth in this Resolution; Now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS that, as adjacent portions of Paloma Lake are developed, and the related internal roadways are completed and accepted, portions of the existing right-of-way for County Road 117 ("Right-of-Way"), as shown on Exhibit "A", will be released and vacated by the County.

ADOPTED this 28TH day of March, 2006.

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler
Name: John C. Doerfler
Title: County Judge


PORTION OF CR 117 TO BE ABANDONED
COUNTY ROAD 117
STREET 1
TATE LANE
COUNTY ROAD 117
COUNTY ROAD 117
COUNTY RO
COUNTY ROAD 122
CR 117 EXHIBIT
PALOMA LAKE
WILLIAMSON COUNTY, TEXAS
RANDALL JONES ENGINEERING, INC.
RJ SURVEYING, INC.

Commissioners Court - Regular Session **57.**

Meeting Date: 09/12/2017

Roadwork signs without Commissioners' names

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action for adoption and implementation of policies, guidelines, and procedures for the Williamson County Facilities and the Road & Bridge Departments regarding project and roadwork signs to limit such signage to informing the public of the precinct number and relevant information such as funding sources or other governmental entities involved in project(s) without naming specific local elected officials in order to meet legal compliance with Tex. Elec. Code Section 255.003, which prohibits the use of public funds for any political advertising or promotion. Proposed policy would exempt small signs for office suites and building historical markers giving information on the commissioners court administration that completed the building project.

Background

The Texas Ethics Commission has interpreted the prohibition on "political advertising" very broadly. Ethics Advisory Opinion No. 443 (2002) (EAO 443). Thus, it is recommended that the commissioners court adopt a policy banning the mention of any specific local elected officials (not just commissioners) on all facility and road work project signs. However, the proposed policy specifically exempts signage for suite numbers and historical markers giving information on the commissioners court administration that completed the building project if such historical marker lists the names of all members of the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TX Ethics Opinion

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2017 02:12 PM
Form Started By: Garry Brown		Started On: 09/06/2017 01:30 PM
Final Approval Date: 09/06/2017		

ETHICS ADVISORY OPINION NO. ___

December 8, 2016

Whether certain newsletters would constitute political advertising for purposes of section 255.003 of the Election Code. ***(AOR-616)***

The Texas Ethics Commission (commission) has been asked to consider whether certain newsletters would comply with section 255.003 of the Election Code.

The requestor of this opinion, who is a city officer, states that between July 1, 2011, and June 10, 2016, city officers and employees drafted or reviewed hundreds of weekly newsletters and distributed them on the city's Internet website and by e-mail to all individuals who had subscribed to the newsletter's mailing list. The requestor has submitted five selected newsletters as examples of similar newsletters that the requestor wishes to publish in the future. The newsletters are attached to this opinion as an appendix and labeled as Newsletters 1, 2, 3, 4, and 5.

The issue in this opinion is whether the requestor, as an officer or employee of a political subdivision, would violate section 255.003(a) of the Election Code by spending or authorizing the spending of public funds to create, review, or distribute newsletters that are similar to the example newsletters. That section provides, in relevant part, as follows:

> An officer or employee of a political subdivision may not knowingly spend or authorize the spending of public funds for political advertising.

Elec. Code § 255.003(a).[1] Accordingly, the question is whether the newsletters constitute political advertising, which is defined as follows:

> "Political advertising" means a communication supporting or opposing a candidate for nomination or election to a public office or office of a political party, a political party, a public officer, or a measure that:
>
> (A) in return for consideration, is published in a newspaper, magazine, or other periodical or is broadcast by radio or television; or
>
> (B) appears:

[1] Section 255.003 does not apply to a communication that factually describes the purposes of a measure if the communication does not advocate passage or defeat of the measure. *Id.* § 255.003(b). The newsletters at issue do not address a measure, and we therefore do not address this section. A violation of section 255.003(a) is a Class A misdemeanor. *Id.* § 255.003(c).

(i) in a pamphlet, circular, flier, billboard or other sign, bumper sticker, or similar form of written communication; or

(ii) on an Internet website.

Id. § 251.001(16).[2]

For purposes of section 255.003 of the Election Code, the spending of public funds includes the use of a political subdivision's resources for political advertising. Ethics Advisory Opinion Nos. 532 (2015), 516 (2014), 443 (2002), 45 (1992). According to the requestor's facts, public funds were used for the creation and distribution of the example newsletters, including distribution by e-mail and on the city's Internet website. Therefore, if the requestor distributes or authorizes distribution of newsletters in a similar manner, section 255.003 of the Election Code would prohibit such distribution if the newsletters are political advertising.

The critical issue in determining whether any of the example newsletters is political advertising is whether a newsletter supports or opposes a candidate, political party, public officer, or measure. *See* Ethics Advisory Opinion No. 476 (2007). None of the newsletters at issue address a political party or measure, and we therefore consider whether the newsletters support or oppose a candidate or public officer. Whether a communication supports or opposes a candidate or public officer is a fact question and depends upon the specific content of the communication. In determining whether a communication supports or opposes a public officer, a factor is whether the communication provides information and discussion of official activities without promotion of the public officer. *Id.*

Additionally, we have adopted a rule regarding a public officer's newsletter as political advertising, which states:

> For purposes of section 255.003 of the Election Code, a newsletter of a public officer of a political subdivision is not political advertising if:
>
> (1) It includes no more than two pictures of a public officer per page and if the total amount of area covered by the pictures is no more than 20 percent of the page on which the pictures appear;
>
> (2) It includes no more than eight personally phrased references (such as the public officer's name, "I", "me", "the city council member") on a page that is 8 ½" x 11" or larger,

[2] "Political advertising" does not include an individual communication made by e-mail but does include mass e-mails involving an expenditure of funds beyond the basic cost of hardware, messaging software, and bandwidth. Ethics Commission Rules § 20.1(13)(B). We assume the newsletters that were distributed by e-mail involved such an expenditure of funds.

with a reasonable reduction in the number of such personally phrased references in pages smaller than 8 ½" x 11"; and

(3) When viewed as a whole and in the proper context:

(A) is informational rather than self-promotional;

(B) does not advocate passage or defeat of a measure; and

(C) does not support or oppose a candidate for nomination or election to a public office or office of political party, a political party, or a public officer.

Ethics Commission Rules § 26.2.

Example Newsletters

The example newsletters indicate that they are statements made by the elected mayor of the city that discuss various city events, focusing on city council meetings and interaction between the mayor, city council members, and others within the community. Some of the newsletters also discuss city council elections and candidates in the elections. The newsletters include photographs of various individuals, including the mayor, city council members, and others within the community.

In applying rule 26.2 to the newsletters at issue, we note that the rule provides a safe harbor for newsletters that meet all of its standards. The newsletters marked as Newsletters 1 and 5 meet the rule's standard for photographs,[3] and all of the newsletters except for Newsletter 3 meet the rule's standard for personally phrased references.[4] However, each newsletter must also meet the rule's remaining standard: when viewed as a whole and in the proper context, the newsletter must be informational rather than self-promotional; it cannot advocate passage or defeat of a measure; and it cannot support or oppose a candidate, political party, or public officer.

Newsletter 1: In addition to other city council matters, Newsletter 1 identifies the names of candidates on the ballot in a city council election on the bottom of page 1, and continuing onto the next page. Half of the first paragraph on page three contains

[3] Page 6 of Newsletter 2; pages 10, 11, and 14 of Newsletter 3; and pages 9 and 12 of Newsletter 4 include photographs of the public officer that exceed 20 percent of the page on which each photograph appears.

[4] Page 8 of Newsletter 3 contains more than eight personally phrased references to the public officer from whom the newsletter states it was issued.

favorable statements regarding a city council member who was earlier identified in the newsletter as a candidate for re-election.[5]

Newsletter 3: In addition to other city council matters, Newsletter 3 discusses a redevelopment project that was on the city council agenda in a public meeting. Page seven includes lengthy statements regarding the city council's decision on the project, including statements in support of the project and in support of the officeholders who voted to support the project.

In our opinion, Newsletters 1 and 3, when viewed as a whole and in the proper context, support a public officer and are therefore political advertising. Accordingly, a city officer or employee may not spend public funds or authorize the spending of public funds for the newsletters or for a newsletter that similarly supports a public officer. The remaining newsletters do not support or oppose a candidate, political party, public officer, or measure and therefore are not political advertising.[6]

SUMMARY

An officer or employee of a political subdivision may not knowingly spend or authorize the spending of public funds for political advertising. For purposes of section 255.003 of the Election Code, certain newsletters at issue in this opinion are identified as political advertising supporting a public officer and, therefore, an officer or employee of a political subdivision may not spend or authorize the spending of public funds for the newsletters or for a newsletter that similarly supports a public officer. The remaining newsletters at issue in this opinion are not political advertising.

[5] The remaining half of the paragraph includes favorable statements regarding two other members of the community, each of whom is accorded a relatively small portion of the paragraph.

[6] With respect to any future newsletters that the requestor of this opinion may wish to distribute, we cannot determine whether such newsletters would constitute political advertising unless such newsletters are before us.

Commissioners Court - Regular Session **58.**

Meeting Date: 09/12/2017

First Amended DM Medical Billing Agreement

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding First Amended Billing and Accounts Receivable Service Agreement with DM Medical Billings, LLC to support operations of Williamson County EMS.

Background

The service agreement was updated to reflect the following changes: address of DM Medical Billing, removal of specific electronic patient care report vendor name and replaced with vendor neutral language, change in filing timeline for commercial insurance, and updated signatures for DM Medical Billing leadership. This first amendment will cover the remainder of the 2017 term and any renewals (on same terms and conditions) that are approved during the normal renewal process. This service agreement was reveiwed and approved by Williamson County legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Service Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/24/2017 09:00 AM
County Judge Exec Asst.	Wendy Coco	08/24/2017 11:09 AM
Form Started By: Michael Knipstein		Started On: 08/24/2017 07:39 AM
Final Approval Date: 08/24/2017		

DM MEDICAL BILLINGS
INTEGRITY • LOYALTY • RESULTS

First Amended
Billing and Accounts Receivable Service Agreement

Third Party Billing for EMS Services

This Billing and Accounts Receivable Service Agreement ("Agreement") was originally made and entered into on November 17, 2012 (the effective date) by and between DM Medical Billings, LLC in the State of New Jersey, with its principal office located at 88 S. Lakeview Drive, Gibbsboro, New Jersey 08026 hereinafter referred to as **Billing Service Provider;** and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas, with its principal office located at 303 M.L.K. Street, Georgetown, TX 78626; hereinafter referred to as **Williamson County EMS**. Billing Service Provider and Williamson County EMS will be hereinafter referred to collectively as **"Parties."**

BACKGROUND

WHEREAS, Williamson County EMS is a provider of Pre-hospital Emergency Medical Services and requires the services of the Billing Service Provider to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Service Provider has the experience and expertise to provide the services requested by the Williamson County EMS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto intend to be legally bound and hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is understood that this Agreement shall not create a partnership or any other type of joint venture between the Parties but rather the only relationship which will exist as a result of this Agreement will be that of independent contractors with relationship to each other. All decisions with reference to the operations of the Parties shall be strictly under the control of their respective Board of Directors and Officers and governing bodies. All employees of each Party will remain such and under no circumstances will be considered to be employees of the other as a result of this Agreement. For purposes of the Health Insurance Accountability and Portability Act of 1996, Billing Service Provider shall be considered a Business Associate as required by the Act.

2. OBLIGATIONS OF BILLING SERVICE PROVIDER

2.1 Production: Billing Service Provider shall provide a minimum of four (4) designated full time employees to the production of Williamson County EMS's account. Billing Service Provider shall have Certified Ambulance Coders and Emergency Medical Technicians on staff to provide professional assistance on medical interpretation, coding and compliance. Billing Service Provider will maintain billing software capable of interfacing with electronic patient care reports. Billing Service Provider will electronically transmit or mail claims for patients transported by Williamson County EMS. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Williamson County EMS of Clean Patient Care Reports. Clean Patient Care Reports are those reports that meet the criteria established in Exhibit "A". The guideline for the submission of claims to commercial insurance companies is updated to state claims will be billed fourteen days after the claim is set to bill that insurance. The consequences of this change will be monitored and reported on. Billing Service Provider will provide Williamson County EMS with remote access to view account status and financial data in real-time.

2.2 Follow-Up Phone Calls and Dunning Notices: Billing Service Provider shall execute follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate. Follow up phone calls and Dunning Letters shall be executed in accordance with the Billing and Accounts Receivable Process described in Exhibit "C". If efforts on an outstanding account are exhausted in accordance with the Accounts Receivable Process delineated in Exhibit "C", and the account does not currently indicate a pending payment, the account shall be forwarded to Williamson County EMS for determination. Williamson County EMS shall designate the desired disposition of the account and provide written notification to Billing Service Provider within twenty (20) business days of the request for disposition.

2.3 Final Dunning and Warning Letters: Billing Service Provider shall execute warning letters to insurance carriers, Guarantors of Payment and Patients as appropriate prior to recommending to Williamson County EMS the writing off of account from accounts receivable balance.

2.4 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of Billing Service Provider's notification of rejection or denial of such claim. This does not apply to claims rejected for not meeting medical necessity guidelines. Those claims rejected for lack of medical necessity may take additional time to re-process as a result of waiting for additional supporting documentation.

2.5 Reconciliation of Receipts: Billing Service Provider shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to Williamson County EMS, on a weekly basis.

2.6 Routine Reports: Billing Service Provider shall provide to Williamson County EMS those reports listed in Exhibit "B". These reports shall be forwarded to Williamson County EMS on a monthly basis. The reports shall also be provided electronically if requested by Williamson County EMS.

2.7 Specialized Reports: From time to time, Williamson County EMS may request a specialized report; such reports may not be unreasonably withheld and must be provided within five (5) business days after request is made. The reports shall also be provided electronically if requested by Williamson County EMS.

2.8 Costs of Production and Follow-up: Billing Service Provider shall provide all postage, printing, and paper at its sole expense as necessary to carry out its obligations under this Agreement.

2.9 Staff Training: Billing Service Provider shall provide to Williamson County EMS onsite annual training to include field staff shifts A, B, C and Administrative Staff. In-service training sessions may include documentation, Federal, State, HIPAA and Billing Compliance practices as well as any other issues related to reimbursement. Travel and training expenses will be covered by Billing Service Provider.

2.10 Patient Confidentiality: Billing Service Provider agrees that it shall be considered as a Business Associate of Williamson County EMS as defined by the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Billing Service Provider agrees to abide by the Privacy Regulations and all Policies and Procedures established by Williamson County EMS to ensure compliance with the Privacy Regulations. Billing Service Provider shall notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS. Failure to notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS shall constitute a material breach of this Agreement and could result in immediate termination of this Agreement in accordance with Section 4. herein below.

2.10.1 All files and records received by the Billing Service Provider for claim processing as well as all billing records shall remain in the possession of the Billing Service Provider during the term of this Agreement and for an additional period of

five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

2.10.2 Each party agrees that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State, and Federal laws regarding the confidentiality of such records including the Red Flag Compliance and Health Insurance Portability and Accountability Act.

2.10.3 Each party agrees to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under Red Flag Compliance and the Health Insurance Portability and Accountability Act.

2.11 Insurance: Billing Service Provider shall maintain professional and general liability insurance with coverage of no less than five million ($5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of Billing Service Provider's employees or agents. Furthermore, Billing Service Provider shall name Williamson County EMS as certificate holder and additionally insured.

2.12 Invoicing: Billing Service Provider shall invoice Williamson County EMS on or about the fifteenth (15) of each month at the established rate.

2.13 Electronic Charting: Billing Service Provider will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit "A". Billing Service Provider must extract patient care data from an electronic patient care record provided by Williamson County EMS.

2.14 Telephone Access: Billing Service Provider shall provide a toll free telephone number for patients to call with any complaints, insurance information, and any other reason necessary. Phone lines will operate during normal business hours Monday through Friday 8am to 5pm Central Standard Time.

2.15 Billing Registration Certificate; Authorized to do Business: Billing Service Provider is registered with the State of New Jersey as a business enterprise and possesses a Business Registration Certificate in accordance with P.L. 2004 c.57. Williamson County EMS may request this documentation at any time during the term of this Agreement.

2.15.1 Furthermore, Billing Service Provider must, at all times during the term of this Agreement, be licensed and authorized to do business in the State of Texas.

2.16 Request for Medical Records: Billing Service Provider shall fully cooperate with and assist Williamson County EMS with any request or subpoena issued to Williamson County EMS for the release of Williamson County EMS billing records. Upon Williamson County EMS's receipt of a request or subpoena for the release of Williamson County EMS billing records, Williamson County EMS will forward the request or subpoena to Billing Service Provider and, immediately thereafter, Billing Service Provider, as the custodian of records of Williamson County EMS's billing records, shall fully comply and respond to such request or subpoena by providing any affidavits, documentation and responses that are necessary within the time periods set out in such request or subpoena. Furthermore, Billing Service Provider shall also provide Williamson County EMS with a copy of all affidavits, documentation and responses that are provided by Billing Service Provider to the issuer of a request or subpoena.

2.16.1 Any request or subpoena for medical and related records of a patient shall be handled by Williamson County EMS and Williamson County EMS shall be responsible for same.

2.16.2 In the event any request or subpoena is issued directly to Billing Service Provider for the release of Williamson County EMS billing records or any other type of records relating to Williamson County EMS, Billing Service Provider must immediately notify Williamson County EMS so that Williamson County EMS may monitor the Billing Service Provider's response to any such subpoena or request.

2.17 Website access: Billing Service Provider will provide patient access to website with the ability to input encrypted billing information or credit payment information as necessary to process a claim.

2.18 Billing Procedures and Rate Guidelines: Billing Service Provider hereby acknowledges receipt of Williamson County EMS's Billing Procedures and Rate Guidelines bearing an effective date of November 17, 2012 (referred to herein as the "Billing Procedures and Rate Guidelines"). The said Billing Procedures and Rate Guidelines, as amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. Billing Service Provider hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Rate Guidelines, as may be amended from time to time.

2.18.1 The Parties understand, agree and acknowledge that the Billing Procedures and Rate Guidelines is subject to change and must be amended from time to time during the term of this Agreement due to changes in supply costs, federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Rate Guidelines from time to time as needed. Prior to any future Billing Procedure and Rate amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to Billing Service Provider. Within one (1) business day from Billing Service Provider's receipt of an amendment to the Billing Procedures

and Rate Guidelines, Billing Service Provider shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

2.19 Returned Payment Procedure: In the event payment is posted to an account and the payment is later withdrawn by the banking institution, the Williamson County EMS will assume collection activity on the balance of the returned payment. If the process occurs after the commission has been paid to the Billing Service Provider for that account, Billing Service Provider shall immediately return the commission payment to the Williamson County EMS, as an adjustment, upon request by Williamson County EMS. In the event that Williamson County EMS or Billing Service Provider later collects on the patient balance, commission will be paid on the amount of cash collected. Returned Payment Procedure or changes shall be handled in accordance with terms set forth in the Billing Procedures and Rate Guidelines.

2.20 Patient Refund Procedure: Williamson County EMS does not allow the Billing Service Provider to execute any refund for services provided by the Williamson County EMS. Any account identified by either party as having been paid in excess of documented charges, payment by inappropriate payor or requiring adjustments must be sent to Williamson County EMS with backup documentation to facilitate/execute refund. Patient Refund Procedures or changes shall be handled in accordance with the terms of the Billing Procedures and Rate Guidelines.

2.21 Claims Payment Procedure: Billing Service Provider will receive checks made payable to Williamson County EMS at the address designated by Billing Service Provider and such checks shall be logged to the applicable patient account. Payments will be deposited directly to the Williamson County EMS's bank no less than weekly via Chase Quick Deposit. Williamson County EMS will be notified of deposit and remittances and they will be downloaded electronically by Billing Service Provider. Credit Card payments will be received and processed through the Williamson County EMS's current credit card vendor. Any change in vendors or processes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.21.1 The Billing Service Provider will establish direct deposit for electronic direct deposit payments by Medicare, Texas Medicaid and any other large payor that the Williamson County EMS deems necessary in order to minimize paper checks and other remittances.

2.21.2 Future Claims Payment Procedures changes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.22 Audit Requirement: Billing Service Provider agrees to obtain and provide Williamson County EMS a Level II SSAE 16 – Statement of Standards for Attestation Engagement No. 16 audit on or before November 1st of each year during the term of this Agreement.

2.23 Subcontracting: Billing Service Provider agrees to solely perform all functions and operations of this Agreement and shall not subcontract any function or operation without the prior written consent of Williamson County EMS.

3. OBLIGATIONS OF WILLIAMSON COUNTY EMS

3.1 Clean Patient Care Reports: Williamson County EMS shall provide Clean Patient Care Reports to Billing Service Provider in accordance with the criteria established in Exhibit "A". Williamson County EMS understands that Billing Service Provider shall review Patient Care Reports prior to executing Production. If a claim is determined not to be a Clean Patient Care Report, the claim shall be held up from Production and the Patient Care Report shall be returned to Williamson County EMS for remediation within five (5) business days.

3.2 Payment: Billing Service Provider shall invoice Williamson County EMS on a monthly basis on or about the fifteenth (15th) calendar day of each month at the rate of

five and three quarters percent (5.75%) of the total billing reimbursements collected less adjustments described herein that were deposited into Williamson County EMS's bank account during the preceding month (the "Billing Rate"). Williamson County EMS shall remit payment to Billing Service Provider within 30 calendar days of the receipt of invoice.

3.3 Interest and Late Payments: County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) calendar days from the date of the Williamson County EMS'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, Williamson County EMS shall notify Billing Service Provider of the discrepancy. Following Williamson County EMS's notification of any discrepancy as to an invoice, Billing Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County EMS. Williamson County EMS shall pay the invoice within thirty (30) calendar days from the date of the Williamson County EMS's receipt of the corrected or revised invoice. Williamson County EMS'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) calendar day following the Williamson County EMS's receipt of the corrected or revised invoice.

3.4 Deposit Information: Billing Service Provider shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices, deposit monies into Williamson County EMS account, and forward electronic copies to Williamson

County EMS on a weekly basis.

3.5 Claims Availability. Williamson County EMS shall make completed patient care records (claims). Source documents will be forwarded to Billing Service Provider on a weekly basis.

4. TERM AND TERMINATION

4.1 Term and Renewal: The term of this Agreement shall be for a period of three (3) years commencing November 17, 2012 and terminating on November 16, 2015. This Agreement may be renewed at the same terms for up to five (5) additional one (1) year periods if mutually agreed upon by the Parties.

4.2 Mutual Termination: Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time. Notice of termination must be presented in writing to the opposite party with notification to terminate contract agreement.

4.3 Termination for Cause/Williamson County EMS: Williamson County EMS may terminate this Agreement in the event of any of the following:

4.3.1 Insolvency: The insolvency of Billing Service Provider.

4.3.2 Suspension: Suspension or Exclusion of Billing Service Provider from the Medicare/Medicaid Programs.

4.3.3 Material Breach: In the event of a Material Breach, Williamson County EMS may terminate this Agreement with thirty (30) calendar days written notice.

4.4 Termination for Cause/Billing Service Provider: Billing Service Provider may terminate this Agreement in the event of any of the following:

4.4.1 Non-payment: Non-payment of fees due from Williamson County EMS provided said non-payment continues to exist after receipt of sixty (60) calendar days written notice of said delinquency from Billing Service Provider to Williamson County EMS.

4.4.2 Insolvency: The insolvency of the Williamson County EMS.

4.4.3 Suspension: Suspension or Exclusion of Williamson County EMS in the Medicare/Medicare Programs.

4.4 Termination for Convenience: Williamson County EMS may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Billing Service Provider. In the event Williamson County EMS exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Billing Service Provider under this Agreement to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County EMS's termination for convenience.

4.5 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Service Provider's system as of the date of termination of this Agreement will be subject to the provisions of this Agreement, including payment schedule for a period of one hundred and twenty (120) calendar days after the effective termination date. All Williamson County EMS's records and applicable billing information shall be returned to Williamson County EMS within one hundred fifty (150) calendar days from the effective termination date.

5. GENERAL PROVISIONS

5.1 Headings: The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

5.2 Venue and Governing Law: The Parties hereby agree and acknowledge 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.

5.3 Indemnification:

5.3.1 Indemnification of Williamson County EMS (Williamson County): Billing Service Provider shall indemnify, defend and save harmless Williamson County EMS (Williamson County), its officials, employees, agents and agents' employees (the "Indemnitees") from and against all claims, liability, and expenses, including reasonable attorneys' fees, arising from activities of Billing Service Provider, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of Billing Service Provider or any of Billing Service Provider's agents, servants or employees.

5.3.2 Furthermore, Indemnitees shall not be liable for damages to the Billing Service Provider arising from any act of any third party, including, but not being limited to theft. Billing Service Provider further agrees to INDEMNIFY, DEFEND AND SAVE HARMLESS Indemnitees from, its officials, employees, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever

caused to any person or to the property of any person occurring in relation to Billing Service Provider's performance of any services hereunder during the term of this Agreement.

5.3.3 Billing Service Provider shall timely report all claims, demands, suits, actions, proceedings, liens or judgments to Williamson County EMS (Williamson County) and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) business day of each month; provide Williamson 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 Williamson County required by Billing Service Provider in the defense of each matter. Billing Service Provider's duty to defend, indemnify and hold Indemnitees harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Williamson County EMS (Williamson County) in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3.4 In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Indemnitees, Billing Service Provider shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Billing Service Provider are not at issue in the matter.

5.3.5 The provision by Billing Service Provider of insurance shall not limit the liability of Billing Service Provider under this Agreement.

5.3.6 No Indemnification by Williamson County EMS. Billing Service Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County EMS (Williamson County) cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Billing Service Provider; therefore, all references of any kind to Williamson County EMS (Williamson County) indemnifying, holding or saving harmless any other party, including but not limited to Billing Service Provider for any reason whatsoever are hereby deemed void and deleted.

5.4 Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

5.5 Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

5.6 Severability: If any term, condition, clause, or provision of this Agreement shall be determined to be void in law or otherwise then only that term, condition, clause, or provision shall be stricken from this Agreement and unless it is of a material nature, this Agreement shall be valid and continue in full force, effect, and operation.

5.7 Successors in Interest: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the Parties hereto.

5.8 Assignment of Account/Interest: Billing Service Provider shall not assign

any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Williamson County EMS.

5.9 Documents: Each of the Parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

5.10 Back-up: Billing Service Provider will be responsible for providing redundancy and back-up systems to protect the financial records associated with this Agreement once they are entered or imported into the billing software to protect against the loss of records.

5.11 Electronic Patient Care Report Back-up: Billing Service Provider will not be responsible for third party vendor's software application.

5.12 Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) business 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 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

5.13 Confidentiality: The Parties agree that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State and Federal laws regarding the confidentiality of such records including the Health Insurance Accountability and Portability Act.

5.14 Successor Agreement: This Agreement supersedes and succeeds all existing agreements between the Parties. All previous agreements between the Parties are hereby declared null and void.

5.15 Regulatory Changes: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) calendar days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

5.16 Sharing of Information and Documentation and Respect of Privacy: The

Parties each agree to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit Medicare claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, included the privacy rule established under the Red Flag Compliance and Health Insurance Portability and Accountability Act (HIPAA). Both Parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

5.17 Continued Access and Right to Audit: Billing Service Provider further agrees that Williamson County EMS 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 Billing 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. Billing Service Provider agrees that Williamson County EMS shall have access during normal business hours to all necessary Billing 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. Williamson County EMS shall give Billing Service Provider reasonable advance notice of intended audits.

5.18 "Business Day": For purposes of this Agreement, a "business day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

5.19 Implied Requirements: Products and services not specifically mentioned in this Agreement, but which are necessary to provide the services described hereunder, shall be deemed to be included in this Agreement.

5.20 Non-Performance: It is the objective of Williamson County EMS 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 services that were not provided and/or performed to the Williamson County EMS's satisfaction. In the event of such non-performance, Williamson County EMS shall have the right, but shall not be obligated, to complete the services itself or by others. If the Williamson County EMS elects to perform the services itself or by others, pursuant to the foregoing, the Billing Service Provider shall reimburse Williamson County EMS, within ten (10) business days of demand, for all costs incurred by Williamson County EMS (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 Billing Service Provider fails to meet pursuant to the requirements set out herein. In the event the Billing Service Provider refuses to reimburse the Williamson County EMS as set out in this provision, Williamson County EMS 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 Billing Service Provider.

5.21 Proprietary Information and Texas Public Information Act: All material submitted to Williamson County EMS shall become public property and subject to the Texas Public Information Act upon receipt. If Billing Service Provider does not desire information containing proprietary information 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. Williamson County EMS 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. 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.

Furthermore, it is expressly understood and agreed that Williamson County EMS may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act") to any items or data furnished to Williamson County EMS in order to determine whether or not the same must be made available to the public. It is further understood that Williamson County EMS shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General, and that Williamson County EMS (Williamson 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 Williamson County EMS by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

5.22 No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County EMS (Williamson County), its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County EMS (Williamson 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.

6. NOTICE

6.1 Notices required to be given under this Agreement shall be in writing and will

be deemed to have been given when personally delivered to the party to whom addressed, or on the third calendar day after deposit in any United States post office or mailbox, and such notices shall be made to the Parties at the following addresses:

Williamson County EMS

Williamson County EMS
c/o: Beth Jones,
Compliance Officer
303 M.L.K. Street
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Williamson County EMS

Williamson County EMS, acting by and through Williamson County Texas

Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, TX 78626

By: _____
The Honorable Dan A. Gattis,
Williamson County Judge

Billing Service Provider

DM Medical Billings, LLC
88 S. Lakeview Drive
Gibbsboro, NJ 08026

By: _____
Amy Gifford,
Vice President

By: _____
Dina Mueller,
President

Exhibit "A"

Criteria for Clean Patient Care Report

The following information shall be furnished for the dunning process to begin:

1. Dispatch run number
2. Date of Service
3. Patient information, to include as much as possible:
    a. Full name,
    b. Address,
    c. Date of birth,
    d. Social security number (if applicable), and
    e. Phone number.
4. Patient pickup location including zip code,
5. Patient drop off location,
6. Documented odometer mileage:
    a. At pick up location,
    b. At hospital, and
    c. Total loaded mileage.
7. Patient chief complaint and History of Present Illness,
8. Services rendered to patient,
9. Patient or representative of patient signature Authorizing treatment and Benefits,
10. Mobile Intensive Care Unit Number and if they administered care or not,
11. EMS staff members name, preparer's name and signature,
12. Agency vehicle recognition number,
13. Time log to include:
    a. Dispatch
    b. Responding
    c. On Location
    d. Depart Location, and
    e. Arrive at hospital.
14. Hospital Face Sheet, when available.

Exhibit "B"

Routine Reports

Billing Service Provider will grant Williamson County EMS access to its billing services system. Such access shall include but not be limited to: master files, receivables tracking, receivables reporting, financial scoreboard and system reporting.

The following reports shall be created and supplied to the Williamson County EMS:

1. Aged Trial Balance Sorted And Sub-Totaled By Major Financial Classification (Payer) To Be Run By Cycle Date And Date Of Service (2 Reports)
2. Billing Receivables Report, Which Shall Include Charges, Contractual Allowances, Adjustments, Bad Debt Write Off, Payments And Balance Due. This Report Shall Be Sorted And Sub-Totaled By Major Financial Class.
    a. For Current Month
    b. For Current Fiscal Year To Date (January 1- December 31)
3. Contractor/MICU Report
4. Credit Detail Report
5. Payor mix every six months with detail.

Additional reports can be created as requested.

Exhibit "C"

Accounts Receivables Process (Dunning)

Non-Insurance Claims:

Day 1-3*	Key/Upload Patient Care Reports into DM Medical Billing System Fax all hospitals for patient insurance information as needed. Call patients at home to obtain the necessary information that is required and to obtain any current insurance information.
Day 4-8*	First Guarantor letter requesting insurance info .
Day 20-22*	Second Guarantor letter requesting insurance info.
Day 35-45*	Patient phone contact to obtain insurance info.
Day 60-75*	Patient referred back to client for potential collection agency referral or write off.

Insurance Claims:

Day 1-3*	Key information into DM Medical Billing System. Fax all hospitals for patient insurance information. Call patients for insurance information.
Day 14*	Insurance Company sent 1st bill either via paper claim or electronic submission with an informational bill to the patient stating their insurance was billed for services.
Day 30*	Second insurance company submission.
Day 35*	First insurance collection call for payment. Instruction of insurance company followed.
Day 45-60*	Second call to insurance.
Day 70-75*	Follow up on with insurance company will continue until claim paid or denied. If claim denied erroneously we will appeal it for the patient. If claim is flatly denied as non-covered the bill will be dropped to a private pay insurance denial schedule. Protocol as

stated for private pay claims will be followed.

Medicare Claims:

Day 1-3*	Key information into DM Medical Billing Services fax all hospitals for patient insurance information. Call patients at home as necessary for insurance information. Ensure all proper information is gathered to submit clean claim to Medicare. If information is missing, billing service will try to obtain to the best of ability.
Day 4-6*	Electronic claim submission to Medicare. Claims are usually paid within 25 days of submission. If denied or rejected billing service will appeal, or gather any additional information needed to submit clean claim.

*For the purposes of the above dunning schedules, days stated are calendar days. All references and processes in this exhibit are completed only on business days. A "business day" is defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

Commissioners Court - Regular Session **59.**

Meeting Date: 09/12/2017

Seton Administrative Letter of Agreement for Mobile Mammography Services

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider take appropriate action on authorizing the County Judge to execute the Seton Healthcare Family – Seton Cancer Screening Administrative Letter of Agreement for Mobile Mammography Services to be provided for covered members during the Williamson County Annual Benefit Fair that will be held on September 28, 2017 at the San Gabriel Community Center in Georgetown, TX.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seton Administrative LOA for Mobile Mammography Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/01/2017 09:49 AM
Form Started By: Shelley Loughrey		Started On: 09/01/2017 09:43 AM
Final Approval Date: 09/01/2017		

Administrative Letter of Agreement for Mobile Mammography Services

August 25, 2017

Shelley Loughrey, PHR
Director of Benefits Administration
301 S/E Inner Loop, Suite 108
Georgetown, TX 78626

Dear Shelley,

This Administrative Letter of Agreement ("ALOA") will confirm the terms and conditions under which Seton Healthcare Family Austin d/b/a Seton Cancer Screening will provide the following services to the female employees and spouses and dependents of employees of Williamson County ("WILCO") who are covered under WILCO's employee health benefit plan, which is administered by AETNA Insurance.

Type of Service:

- Digital Screening Mammography

Dates: These services will be provided on September 28, 2017 at the San Gabriel Community Center, 445 E. Morrow Street, Georgetown, Texas and the Mobile RV will be located on site from 8am to 4 pm.

Description of Services: Attached as Exhibit A to this letter are sheets summarizing the services that Seton will provide. Seton reserves the right to refuse the services to any person, if in the reasonable judgement of the Seton staff, the services should not be provided to the person, if the person refuses to sign the required consent forms or ultimate responsibility for payment form, or for any other reason that does not conflict with non-discrimination provisions of an existing Agreement between Seton and the insurer.

Cancellation of Service: Seton requires a minimum of 15 scheduled clients for mammography screening. If these minimums are not met by at least one week prior to the screening then Seton reserves the right to cancel the screening event. Seton will notify Shelley Loughrey, the contact representative of cancellation one week prior to the event.

Seton Personnel: Seton also represents and warrants that all Seton and Austin Radiological Association personnel providing services under this agreement shall hold all appropriate federal, state, and local licenses and certifications to provide the services. Seton shall maintain general and professional liability insurance covering liability claims arising from the delivery of services.

No Discrimination: Seton shall provide the services without regard to any patient's race, national origin, color, creed, religion, gender, sexual orientation, marital status, disability or age.

Confidentiality of Patient Information: Seton is required by law and regulation to maintain the confidentiality of all Patient information, including without limitation name, address, Social Security number and date of birth, and agrees to keep all such information in the strictest

confidence. Seton shall not disclose any Patient information to any third party without the written consent of the Patient, or as may otherwise be allowed by law.

Fees: In consideration for providing the services, Seton Cancer Screening Program will be a preferred provider for screening mammography services through contractual agreement with the client's health plan to provide mammography services. Rates will be determined through Seton Managed Care and appropriate discounts assigned per insurers agreements with Seton Healthcare. Client's health plan will be invoiced within one month of services. Services provided by Seton Cancer Screening Program that do not have a reimbursement rate assigned in the Agreement between insurer and Seton Healthcare will be reimbursed at seventy-five percent (75%) of billed charges.

Compliance with Law: The parties shall comply with all applicable federal, state, county, municipal and local laws, rules, codes, ordinances and regulations ("Laws") now or hereafter in effect at all times during the term of this Agreement, including without limitation the federal Mammography Quality Standards Act

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Conflict with Existing Agreement: If the services provided by Seton Cancer Screening are being reimbursed under the terms of an existing Agreement ("Agreement") between Seton Healthcare and the insurer, and if there is a conflict between the terms of the Agreement and this Administrative Letter of Agreement ("ALOA"), the terms of the Agreement will prevail.

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

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

If WILCO, is in agreement with the terms of this ALOA, please indicate as such by signing below and fax or scan a copy back to me at 512-324-3374 as soon as possible. The signed original should be mailed back to me at Seton Cancer Screening, 1301 West 38th Street, Suite 500, Austin, TX 78705.

Sincerely,

Dawn Parsons, RN, OCN
Clinical Manager Seton Cancer Screening

ACCEPTED AND AGREED BY _____

Print Name and Title:_ Dan Gattis, County Judge_____

Date: _____

Exhibit A

Description of Seton's Mobile Screening Mammography Services

a. Seton's Mobile Mammography Unit is fully certified by the Texas Department of State Health Service and Mammography Quality Standards Act (MQSA). Furthermore our program is fully accredited by the American College of Radiology. Austin Radiological Association (ARA), the same group of specialized physicians who review all Seton Healthcare Network imaging studies, interprets all our mobile unit screening mammograms.
b. The worksite/ corporation/company at which the patients are screened are responsible for advertising the screening and takes responsibility for employee awareness of this program.
c. Seton Cancer Screening (SCS) will provide all information for company advertisement and Seton Central Scheduling will schedule all appointments by phone at (512) 324-1199.
d. Seton Cancer Screening currently charges $366.75, per screening mammogram. Actual reimbursement may vary based upon the patient's insurance plan benefits and any discount this insurance company has with the Seton Healthcare Family. This fee is also subject to change without notice.
e. Women must meet the following American College of Radiology and American Cancer Society guidelines for screening mammograms: at least 40 years of age, no history of breast cancer, no synthetic breast implants, not currently breast feeding (must be at least 6 months post-breastfeeding), not currently pregnant and no possibility of being pregnant, at least one year since last mammogram, no breast difficulties such as distinct lumps, nipple discharge, redness, or enlarged breasts.
f. When scheduling an appointment, Patients must provide a referring physician, facility name and date of last mammogram, and insurance coverage plan.
g. Women cannot wear powder or deodorant at the time of the screening.
h. A qualified mammogram technologist will perform the digital screening mammograms (about 1 every 20 minutes). Therefore approximately 21 patients can be screened in an 8-hour day. Seton Cancer Screening requires at least 15 patients for a screening event. If there are not at least 15 Patients scheduled in by <u>at least one week</u> before the screening, that screening day will be cancelled and clients as well as worksite coordinator will be notified.
i. Seton Cancer Screenings Mobile Mammogram RV unit is 39 feet long and 12 feet 9 inches tall and requires ample parking space that is level in order to provide quality services safely. Site visits will be done prior to any new screening event to ensure appropriateness prior to the date of scheduled screening occurrence.
j. Patient privacy and confidentiality will be respected throughout the exam. Permission for release of medical information will be obtained to assure proper follow-up.
k. The mammograms will be interpreted by an ARA radiologist no later than five business days following the screening examination and will be compared with previous mammography films, if any, which are made available to Seton by the patient or her physician.
l. A report will be mailed by Seton to the Patient and her referring physician within 30 working days after the screening. *Any abnormal results will be faxed by ARA to the referring physician as soon as possible, usually within 7 working days after the screening.
m. Seton Cancer Screening registered nurses (RN) will follow-up all abnormal results by telephone calls to the patient to encourage discussion of the significance of the results with her physician (or linking her with one if she does not have a physician), following through with recommended diagnostic procedures, and answering any detection or potential treatment questions that she may have. These RNs will follow a client until it is certain that she has completed diagnostic follow-up, is under the care of a physician who will assure follow-up, or notified us that she does not

intend to follow radiologist's recommendations. If she is diagnosed with breast cancer, the Seton cancer screening nurses will assist the patient by referring her to a community treatment provider.

n. Mammogram films, images and reports will be stored by Seton Cancer Screening for ten years following a screening per Mammography Quality Standards Act (MQSA) and Health Insurance Portability & Protection Accountability Act (HIPAA) regulations.

SETON CANCER SCREENING

Seton Healthcare Family

CONSENT FOR BREAST CANCER SCREENING AND PREVENTION

- ❑ I consent to a cancer screening assessment by a certified cancer screening nurse. This will involve a written and/or verbal risk analysis and a physical assessment of the breast. Referrals to physicians will be made when areas are identified that needs further screening or follow-up.
  I understand that this assessment does not take the place of a physical examination by a physician.

- ❑ I consent to a screening mammogram. I understand and agree that the Seton Healthcare Family, their agents or employees are not liable for any incorrect diagnosis or any failure to diagnose cancer through these screenings.

- ❑ I do hereby authorize Seton Cancer Screening to obtain all information relative to the conditions, findings, diagnosis and prognosis that is contained in my health record from any Physician doing the follow-up for this screening.

PLEASE SEND RECENT MAMMOGRAM FILMS OR CD'S TO:

Seton Cancer Screening
Medical Park Tower Building
1301 West 38th Street, Suite 500
Austin, TX 78705

- ❑ If for any reason my insurance is not in effect as of today, I will be billed, and agree to pay, for the full amount of this mammogram, which is $366.75. Whatever portion is not paid by my insurance I will pay the amount stated as patient's responsibility. _____(Patient Initials)

- ❑ I have been given a copy of Henda's Law Notice. Initials:_____

- ❑ Acknowledge of receipt of Privacy Notice. Initials:_____

DATE: _____

PRINTED NAME: _____DOB: _____ SS #_____

ADDRESS: _____CITY_____STATE_____ZIP_____

HOME PHONE:_____WORK PHONE: _____CELL PHONE_____

EMAIL:_____SIGNATURE: _____

PHYSICIAN NAME: _____

PHYSICIAN PHONE:_____

ADDRESS: _____

WITNESS: _____

CERTIFICATE OF COVERAGE

Issue Date: 7/1/2017
Certificate #: AH 22595

Producer
Ascension Risk Services
P.O. Box 46944
11775 Borman Drive, Suite 300
St. Louis, MO 63146
certrequest@ascension.org

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded below.

Trust Plan Letter A Ascension Health Alliance Self-Insurance Trust Account

Covered Entity
Seton Family of Hospitals

1345 Philomena Street
Austin, TX 78723

COVERAGES

This is to certify that the coverage listed below has been issued to the Covered Entity named above for the 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 coverage afforded as described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown are minimum liability limits required and may have been reduced by defense costs and paid claims.

TRUST PLAN LTR	TYPE OF COVERAGE	TRUST PLAN	EFFECTIVE DATE	EXPIRATION DATE	MINIMUM LIABILITY LIMITS	
A	**General Liability** [ ] Occurrence [X] Claims-Made	#805 1522-0400	7/1/2017	7/1/2018	General Aggregate	Unlimited
					Products-Comp/Op Agg	Unlimited
					Personal/Advertising Injury	$1,000,000
					Each Occurrence	$1,000,000
					Med Exp (Any One Person)	$5,000
A	**Professional Liability** [ ] Occurrence [X] Claims-Made	#805 1522-0400	7/1/2017	7/1/2018	$1,000,000 Each Medical Incident Unlimited Aggregate	
	Professional Excess Liability (Claims-Made Coverage)				Each Medical Incident	
	Extended Reporting (Tail):		Effective Date: Retro Date:			

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL ITEMS:

Evidence of Coverage.

01042054 - Seton Family of Hospitals, 1345 Philomena Street, Austin, TX 78723

Limits are not pyramiding or stacking if more than one coverage applies to the same claim.
Except where otherwise required by law, all insureds share the limits of liability.

Certificate Holder

Seton Healthcare Family
1345 Philomena Street
Austin, TX 78723

Cancellation Clause

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

Sandra R. Boillot

Commissioners Court - Regular Session **60.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on removing Deputy Director position from the EMS Department (0540) 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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:11 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **61.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on moving five (5) DSRIP funded Paramedic positions into the EMS Department (0540) General Fund budget for five (5) EMS funded Paramedic positions.

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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:14 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **62.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on moving two (2) EMS Captains currently funded through DSRIP project into the EMS Department (0540) 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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:19 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **63.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on line item changes for the EMS Department (0540) budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	01-0100-001100	FT Salaries (Medics)	$80,321.63
TO	01-0100-001100	FT Salaries (Captains)	$212,541.08
FROM	01-0100-001100	FT Salaries (EMS Dep. Director	$154,922.46
FROM	01-0100-00409	Non-Departmental Unallocated	$137,940.25

Attachments

DSRIP FTE to GF

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:22 PM
Final Approval Date: 09/07/2017		

DSRIP FTE's to GENERAL FUND
2017-18 BUDGET

DSRIP FTE'S TO GENERAL FUND										
2017-18 BUDGET										
	GRADE MIN				SALARY	FICA &	SALARY/OT			
	BASE SALARY	NEEDED	SALARY		& OT	RET	FICA		12 MO	9 MO
POSITION	IN BUDGET	SALARY	DELTA	OT	ADDITION	ADDITION	RET	INS	TOTAL	PRORATED
CHP Medic	$ 34,791.24	$ 45,323.20	$ 10,531.96	$ 6,327.00	$ 16,858.96	$ 3,639.85	$ 20,498.81	In Budget	$ 20,498.81	$ 15,374.11
CHP Medic	$ 34,791.24	$ 42,328.00	$ 7,536.76	$ 4,530.00	$ 12,066.76	$ 2,605.21	$ 14,671.97	In Budget	$ 14,671.97	$ 11,003.98
CHP Medic	$ 34,791.24	$ 40,705.60	$ 5,914.36	$ 3,557.00	$ 9,471.36	$ 2,044.87	$ 11,516.23	In Budget	$ 11,516.23	$ 8,637.17
CHP Medic	$ 34,791.24	$ 43,430.40	$ 8,639.16	$ 5,192.00	$ 13,831.16	$ 2,986.15	$ 16,817.31	In Budget	$ 16,817.31	$ 12,612.98
HCL Medic	$ 34,791.24	$ 43,430.40	$ 8,639.16	$ 5,192.00	$ 13,831.16	$ 2,986.15	$ 16,817.31	In Budget	$ 16,817.31	$ 12,612.98
Clinical Captain	$ -	$ 77,036.96	$ 77,036.96	$ -	$ 77,036.96	$ 16,632.28	$ 93,669.24	$ 8,946.00	$ 102,615.24	$ 76,961.43
Clinical Captain	$ -	$ 83,049.46	$ 83,049.46	$ -	$ 83,049.46	$ 17,930.38	$ 100,979.84	$ 8,946.00	$ 109,925.84	$ 82,444.38
Deputy Dir Savings	$ -	$(120,056.30)	$(120,056.30)	$ -	$(120,056.30)	$ (25,920.16)	$ (145,976.46)	$ (8,946.00)	$ (154,922.46)	$ (154,922.46)
	$ 173,956.20	$ 255,247.72	$ 81,291.52	$ 24,798.00	$ 106,089.52	$ 22,904.73	$ 128,994.25	$ 8,946.00	$ 137,940.25	**$ 64,724.57**
						USE UNALLOCATED FUNDS TO COVER ADDITIONAL COST in FY 18				$ 64,724.57

Commissioners Court - Regular Session **64.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on moving $148,000 for replacement vehicles from MOT Department (0341) and moving to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

Background

This recommendation has been reviewed and approved by the Budget 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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:47 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **65.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on salaries, fringes and associated costs of $234,301.74 for three (3) FTE's from MOT Department (0341) in Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:51 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **66.**

Meeting Date: 09/12/2017

Resolution for Crisis Stabilization Beds

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution in support of Williamson County grant match to Bluebonnet Trails Community Services for a 12-bed Crisis Stabilization Unit available through State of Texas grant funding provided through HB 13 enacted during the 85th Legislative Session.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 04:56 PM
Final Approval Date: 09/07/2017		

State of Texas
County of Williamson
Know all men by these presents:

That on the 12th day of September 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

WHEREAS, Mental Health was identified as the top priority in the *"2016 Community Health Assessment, Williamson County, Texas"* that was prepared by the Williamson County and Cities Health District (WCCHD) and;

WHEREAS, "Access to Care" was the greatest need identified in the 2016 Community Health Improvement Plan (CHIP) with the top objective for the Williamson County Mental Health Task Force to "increase the availability of publicly-funded in-patient psychiatric beds for Williamson County residents" by 2019; and

WHEREAS, HB 13 provides matching grant funds from the State of Texas to meet identified local mental health needs; and

WHEREAS, Williamson County will contribute $75,000 from the Public Assistance Fund and $438,000 from the general fund for a total of $513,000 match funds to be contributed; now, therefore, be it

RESOLVED, that the Williamson County Commissioners Court supports Bluebonnet Trails Community Services' grant application for a 12-bed Crisis Stabilization Unit and will provide a total of $513,000 in match funds for the grant.

RESOLVED THIS 12th DAY OF SEPTEMBER 2017.

_____

Dan A. Gattis, County Judge

Commissioners Court - Regular Session **67.**

Meeting Date: 09/12/2017

Mental Health Reorganization

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on moving delta of $56,000 from Non-Departmental (0409) Unallocated to Non-Departmental (0409) to provide match for grant for Crisis Stabilization beds.

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	09/07/2017 08:58 AM
Form Started By: Kathy Pierce		Started On: 09/01/2017 05:03 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **68.**

Meeting Date: 09/12/2017

EMS

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 eliminating the Deputy Director Of Emergency Medical Services Position in the amount of $154,922.46, adding two Captain's positions funding to the EMS budget for the full calendar year amount of $212,541.08, transferring $64,724.57 to the EMS budget from the Unallocated Budget in 409 to cover the delta cost of the five paramedics to staff the new Cedar Park station, and transferring $57,618.62 from the Unallocated Budget in 409 to the EMS budget to cover the delta in difference of the items listed.

Background

Total added to EMS from unallocated: $122,343.19
Delta of five paramedics: 64,724.57 ($20,498.81, $14,671.97, $11,516.23, $16,817.31, $16,817.31)
Two captains slots: $102,615.24 and $109,925.84

All calculations include any fringe needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/07/2017 11:33 AM
Form Started By: Rebecca Clemons		Started On: 09/07/2017 11:07 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **69.**

Meeting Date: 09/12/2017

Discuss the authorization to establish a Williamson County Local Provider Participation Fund (LPPF)

Submitted For: Cynthia Long **Submitted By:** Tammy Smith, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss the authorization to establish a Williamson County Local Provider Participation Fund (LPPF) legislation passed during the 85th Legislative Session and discuss a request to use LPPF funds as Inter Governmental Transfer (IGT) to access unallocated Delivery System Reform Incentive Payment (DSRIP) funds.

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	09/07/2017 11:33 AM
Form Started By: Tammy Smith		Started On: 09/07/2017 11:01 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **70.**

Meeting Date: 09/12/2017

Interlocal with Williamson County and Cities Health District Influenza Immunization Program

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 approving an Interlocal Cooperation Agreement with Williamson County and Cities Heath District for Influenza Immunization Program for Fiscal Year 2018.

Background

Health District management desires to use Williamson County EMS off-duty licensed paramedics for the purpose of administering influenza vaccinations at District sponsored influenza vaccination clinics throughout Williamson County. The County will compensate its paramedics per Williamson County compensation policies and will bill the Health District for the additional compensation and associated fringes to include possible travel expenses and supplies.

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	09/06/2017 09:20 AM
Form Started By: Julie Kiley		Started On: 09/06/2017 08:02 AM
Final Approval Date: 09/06/2017		

Commissioners Court - Regular Session **71.**

Meeting Date: 09/12/2017

budgetorder4

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 Budget Order for FY17/18.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

draft4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	09/05/2017 01:44 PM
Form Started By: Rebecca Clemons		Started On: 09/05/2017 01:12 PM
Final Approval Date: 09/05/2017		

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.*~~

All purchases for materials, supplies and services require Purchasing approval prior to placing the order. The preferred approval method is issuance of a Purchase Order but Procurement Cards (P-cards) may be used for specific situations.

- *Purchases $5,000 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 $5,000~~$2,000~~ or greater require approval of the County Judge.*

- The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 business days of the statement close date. ~~receipt of statement~~.
- Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.

3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:

   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

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

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

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

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

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

a) Any bill or invoice must be submitted to the County Auditor for payment within five (5) ~~fourteen (14)~~ days of receipt by the Department. 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.) A request has also been made to allow an Elected Official or Senior Director to grant an employee the ability to take a County vehicle home for a specific occasion or event if it is in the business interest of the County to do so.

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~~ Two on call maintenance employees designated by the Maintenance Division Director
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~~ The Assistant County Engineer for Field Operations, the Director of Field Operations, (9) Senior Foremen and Foreman, (1) County Inspector
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~~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 **72.**

Meeting Date: 09/12/2017

Budget

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 regarding the Budget for 2017 - 2018.

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	09/06/2017 04:50 PM
Form Started By: Hal Hawes		Started On: 09/06/2017 03:21 PM
Final Approval Date: 09/06/2017		

Commissioners Court - Regular Session **73.**

Meeting Date: 09/12/2017

Employee Policy Manual

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving updates to the Employee Policy Manual.

Background

Updates are being made to reflect policy changes recently approved by the Court and some additional changes proposed by HR and/or the County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

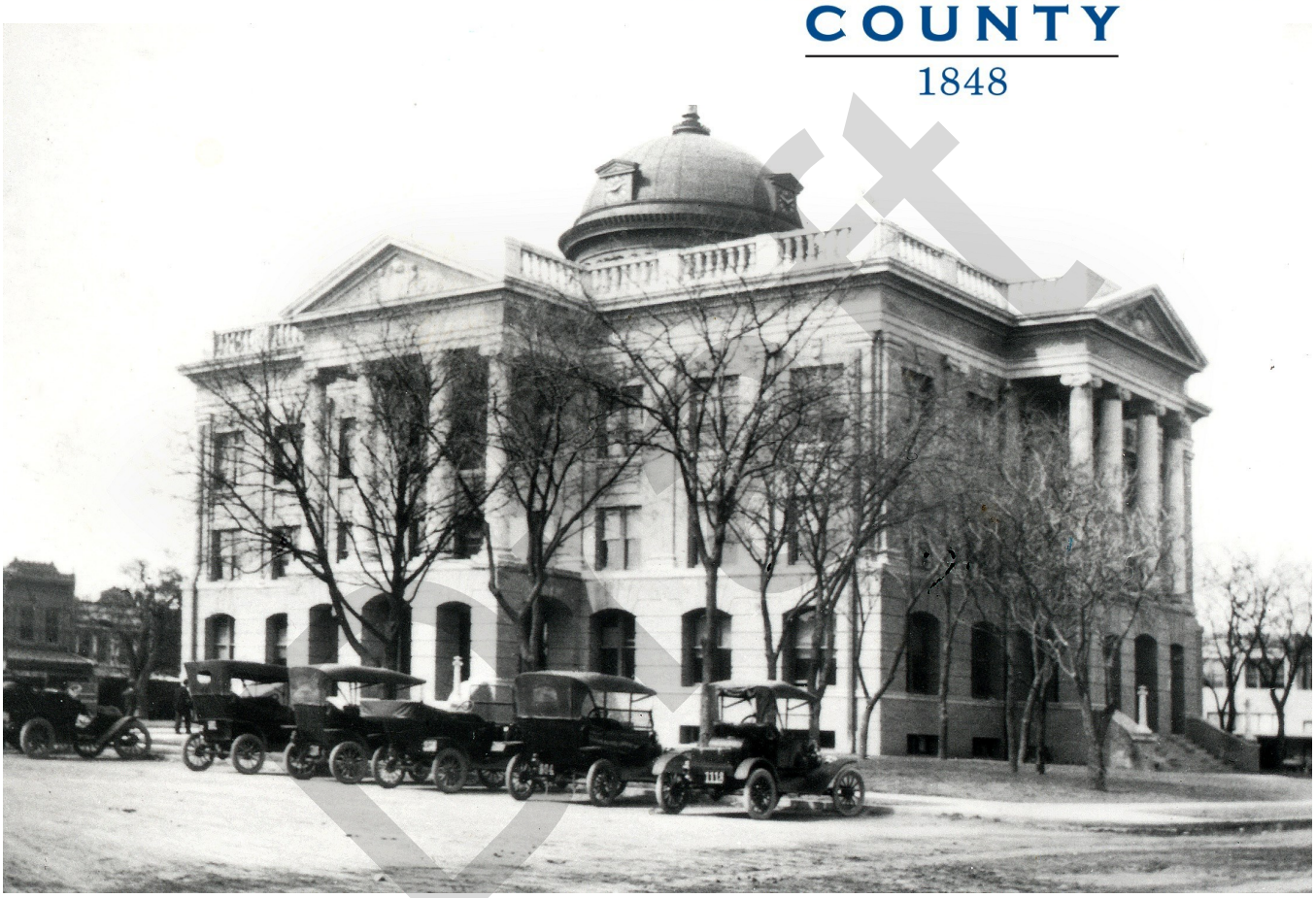
Policy Manual 9-2017

Policy Manual Summary 9-2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:01 AM
Form Started By: Tara Raymore		Started On: 09/06/2017 04:53 PM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
1848



Draft

Employee Policy Manual

Effective September 12, 2017

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Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.



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Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

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Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week • Determination of pay vs comp time is based on departmental budget
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period
Non-Exempt Essential Personnel	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, time and one half pay may refer to accruals of compensatory time or overtime payments. Compensatory time is limited to 240 hours, all hours above this limit will be paid overtime pay.



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Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources	A request to post must be sent to Human Resources	Position will be posted through online hiring system for a minimum of 5 calendar days
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only	An email or manual written posting may be used to notify employees of the vacancy	Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.)
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position	Contact Human Resources to request applications from the previous posting	Applications will be provided through the online hiring system for the hiring manager to review

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Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire



New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is mandatory. The first pay check will be mailed to the address of record, as will the first paycheck whenever changing banking institutions. Pay remittance slips can be viewed and printed online.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.



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Employment

Transfers

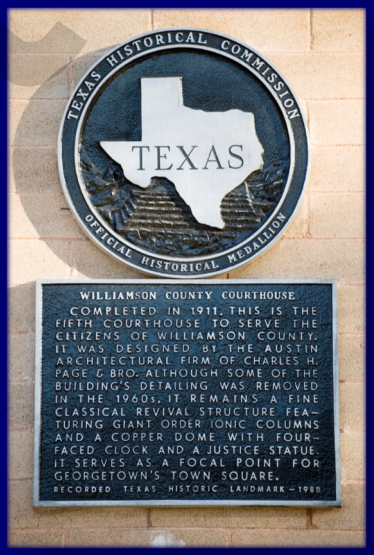
Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.



Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Accrued vacation time or comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, KSA's of former employee or other special circumstances)



Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

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Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.



Reporting Time Worked and Leave Time

Timesheets must be approved and signed off on the day indicated on the payroll calendar by the time indicated by the Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, holiday, vacation, and FMLA in the timekeeping system

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave for each pay period. The leave hours may be adjusted when employees are not in paid status. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Draft

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period • Changes in work schedules, may result in adjustments to leave balances & accruals • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16) • Proration may occur for full-time employees that work less than 30 hours per week • Contact Human Resources for more information
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A	• May only be used for illness or medical appointment for employee or *qualifying* family member as defined by FMLA • May be required to provide documentation • Not a substitute for vacation • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16)
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A	• Only available to full time employees • Must be used by the end of the fiscal year • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A	• Dates are established by Commissioners Court annually, subject to change • Employee must work or be on approved paid leave the day before and after the holiday • EMS Paramedics will receive up to 12 hours based on normal shift assignment
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A	• May be granted following the death of one of the following relatives: spouse, mother, father, child, sister, brother, grandparents, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law • Documentation may be required • EMS paramedics will receive 2 days/ hours based on normal shift assignment
Non– Exempt PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled
*Refer to Non-Exempt Public Safety Adjustment policy			

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations • Leave may be approved when an employee is summoned to testify for a case that is work related only • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay • Contact HR for further information related to USERRA leave and benefit continuation
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure • Employees on approved leave of any type are not eligible • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge • EP leave must be used before the end of the current fiscal year

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Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday	200 hours	• Will not be paid upon termination if earned after 10/1/14
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual	240 hours	• Must be used before vacation time
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury	N/A	• Any on the job injury must be reported immediately • HR will coordinate leave and medical care with the Worker's Compensation carrier • Contact HR for more information

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave in the pay week.

A list of County Holidays can be found on wilco.org



For more information on FMLA visit: http://www.dol.gov/whd/fmla

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Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Use of accrued leave must be approved by the Elected Official or Department Head

Eligibility	• Worked for the County for at least 12 months • Worked a minimum of 1250 hours in the last 12 months
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• To care for a newborn child or the placement of a child with the employee for adoption or foster care • To care for spouse, child, or parent of the employee who has a serious health condition • Employee's own serious health condition • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • During FMLA, leave is utilized in the following order: sick, PTO, essential pay, banked holiday, floating holiday • Holiday leave will not bank, it will be utilized in the week earned
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigencies may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave • Attending certain military events related to the call to duty • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty; • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member; • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee.

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Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Use of accrued leave must be approved by the Elected Official or Department Head

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

• Restoration of Employment	• Relationship to PTO	• Status Reports
• Employee Benefits	• Notification	• Intermittent Leave
• Group Health Benefits	• Certification of Health	• Failure to Return from FMLA Leave

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Administrative Leave

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court • The employee will be paid base wages, this will not count as hours worked for overtime purposes • Medical benefits will continue at active employee rates • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty • Leave will be applied as follows: compensatory time, vacation, banked holiday
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted) • Employees may not substitute accrued paid leave during unpaid admin leave • Employee must coordinate payment of medical and dental benefits with the HR Department • Employees may be required to periodically contact their supervisor
Administrative Leave (with or with out pay)	Elected Offices	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave • If the employee is reinstated or terminated the Elected Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation • Subject to the oversight of Commissioners Court • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods • Supplemental pay is defined in the budget order

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

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Sick Leave Pool

Membership	Policy
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment • A minimum of 8 Hours and no more than 40 hours must be contributed • Must enroll each year during benefits open enrollment
BENEFIT SUMMARY	• Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for a serious medical condition, to care for an immediate family member or him/her self • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max) • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated
PROCEDURE	• Employees must apply for permission to receive SLP benefits (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation • SLP time may only be used for approved workdays and for holidays • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable • Sick leave hours that are contributed become the property of the SLP and cannot be returned •Time contributed to the SLP cannot be designated to a particular employee • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP • All unused time that was granted to an employee from the SLP shall be returned to the pool
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment

Draft

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

Type	Policy	Additional Information
Medical Vision, Dental	• Full time employees are eligible for medical/vision/dental coverage on the first of the month, following the completion of 60 days of employment. • Current employees can make changes only during open enrollment or due to a qualified life event. • Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay, for any reason, premiums must be paid prior to the month of coverage. Failure to pay premiums will result in termination of benefits. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.	Contact the HR Benefits Team for additional Information or visit: Benefits
Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost	
Voluntary Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment	
EAP	• EAP services are provided at no cost to all full time employees	
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period	For more information visit: https://www.tcdrs.org Retiree Medical

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Expenditure Guidance

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam or licensing fees • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification • The funds for these items must be available in the departments training budget
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees • The training class/work must provide the skills and/or knowledge that is directly related to the job description • A copy of the job description and the course/certification description must be submitted with the approval request • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year • After completing the course(s)/testing and achieving a passing grade, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university located within a 45 mile radius of the historic courthouse or a fully accredited online college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert • Off-site staff development is limited to once per fiscal year, per department/division • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee) • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is encouraged)
Seminars & Conferences	• All training should be obtained at the closest possible location • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund • Only job related training will be processed for payment • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing • Employees will not be reimbursed for registration fees until after the conference/training has taken place • A receipt is required for all fees related to the conference/training

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Expenditure Guidance

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required) • Airfare will be paid directly to the travel agency or airline • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging • The County will not issue reimbursements for tickets purchased with frequent flyer miles • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed) • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditors Office • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required • Many car rental companies charge extra if the car is returned with out a full tank, these charges must be avoided • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request • Insurance purchased when renting a vehicle may also be reimbursed • Additional modes of ground travel will not be reimbursed • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to a alternate work location • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour) • Reimbursement for mileage will not exceed the cost of round trip coach airfare, a cost comparison between mileage and airfare may be required • Reimbursement for mileage is prohibited between place of residence and usual place of work • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive) • It is the responsibility of the employee to keep track of mileage • Employees assigned to a County vehicle are not eligible for mileage reimbursement • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 • Government rates should be requested at all times • Hotel accommodations require an itemized hotel folio as a receipt • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt • Personal telephone charges, whether local or long distance, are not reimbursable • Single room rate charge plus any applicable tax is reimbursable, no exceptions

Draft

Expenditure Guidance

Type	Policy

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County
	• Meal reimbursements are limited to a maximum of $50.00 per day
	  ▪ $20.00 for meals when traveling outside the County for day trips
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm)
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required)
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required)
	• Meals during day trips cannot be charged to the PCard except in certain cases, approved in advance by the Auditor
	• All meals not associated with an overnight stay are taxable
	• If an overnight stay is required, but the stay does not exceed a 45-mile radius of the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed
	• Meal receipts are not required for per-diem, unless requested by the supervisor or department head
	• Alcoholic beverages are not reimbursed
	• Tips should be reasonable and should be included in the $20.00 or $50.00 meal allowance
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable
	• Meals purchased for entertainment/business purposes are not allowed
	• Meal reimbursements are paid for County employees only

General Travel Information	• An advance will not be issued for travel expenditures • All travel expenses must be supported with an itemized receipt • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport. The County will not reimburse airfare prices if they are higher than the cost of mileage reimbursement • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements

Draft

Expenditure Guidance

Type	Policy
Expense Reimbursement	• Each expense reimbursement must have the employee signature and department head approval. Ensure that the correct budget line item is being charged • All expense reimbursements must be received in the Auditor's office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditors Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Personal purchases are not allowed and must be reimbursed immediately if they occur. Attach a check, made payable to Williamson County, for these charges with expense reimbursement • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request • The Auditors office may request additional documentation for any or all reimbursements
Uniforms	• The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time 4. All uniforms and other County property must be promptly returned if County employment ends 5. Employees will not be issued a uniform without written acknowledgment of this policy 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy 7. Footwear including the type/brand for all departments must be approved during the budget process *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy

Draft

Expenditure Guidance

Type	Policy
Other Expenses	• A department may purchase small appliances (i.e.; microwaves, refrigerators) for the convenience of their employees • Only paid receipts will be reimbursed • For additional details on ineligible expense items refer to the County Budget Order • If a receipt is unattainable or is lost, a written statement must be submitted for the expense
Employee Recognition expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the budget order • Employees can be taxed for these items. • In order to avoid an item being taxable, the following purchases will be allowable for Employee Recognition: · Plaques, Awards or Certificates of recognition for service · Plaques, Awards or Certificates of recognition for retirement · Plaques, Awards or Certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • All purchases must be easily identifiable for the purpose that the employee is being recognized • No reimbursement of sales tax will be allowed • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses • The purchase of gift cards or meals is not allowable as they are taxable items

Draft



Compensation

Pay Frequency and Work Week

- Payday is every other Friday
- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
- Payday is the last working day prior to any holiday that falls on a Friday
- The payroll calendar is located on the auditors portal

Don't forget to check pay slips online at any County Computer!

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have questions about deductions from your pay, please contact the Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.



Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Job Specific Policies

Court Administrator (District and CCL Courts)

When a Court Administrator vacancy occurs in the District or County Court at Law Courts, the position can only be filled as a Court Administrator I (one) unless the selected applicant is a current Court Administrator/Coordinator for Williamson County. Below are the Court Administrator titles with corresponding

Title	Required District Court/CCL Experience	Pay Grade
Court Admin I CCL/District	1 year or no Expr Wilco	B.22
Court Admin II CCL/District	3 years Court Admin Expr Wilco	B.24
Court Admin III CCL/District	5 years Court Admin Expr Wilco	B.26
Court Admin IV CCL/District	7 Years Court Admin Expr Wilco	B.28



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Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

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Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

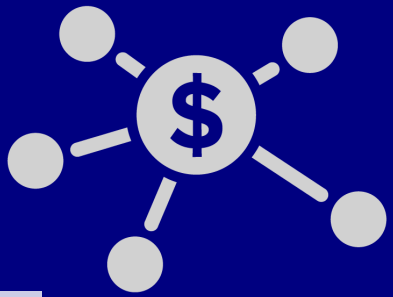
Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase • An employee is eligible for merit after 90 days in their current position	Max of 5% per employee, per budget year*	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• Positions participating in a tenure based pay scale are not eligible for merit increases • If a merit eligible employee has reached the maximum of their pay grade, a lump sum merit payment may be awarded and cannot exceed 5% of their current base salary • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5% (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required
Position Salary Surplus	• Cannot be used for merit increases • Cannot be requested to be moved between positions after February 15th	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	• Refer to filling a vacancy, promotion and reclassification policies.	• Contact HR for additional requirements

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification)

Multiple pay changes cannot be processed during the same pay period

Draft



Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Additional Information
Promotion	• When a current employee is hired into a different position with a higher pay grade • No additional pay increases in the first 12 months with the exception of merit	Max 25% above minimum of the pay grade or 10% above current salary whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	Oracle workflow required	N/A
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: 1. **Significant change in the job description that includes the addition or deletion of significant duties and responsibilities** 2. **A position that is determined to be misclassified by comparison to like positions either internally or externally** 3. **Reclasses cannot result in a position change that is not consistent with the original intent of the position** A position can only be reviewed for reclassification during the annual budget, or between October 1st and February 15th. May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process.	Based on the steps in the chart	Based on the steps (when appropriate)	Submission of request through budget software with back up documentation including whether additional budget is required	Documentation of each position that will advance during the next budget year along with the approved career ladder plan
Filling a Vacancy	When a current employee separates from employment or position	A vacant position may be filled with a salary up to 25% above the minimum of the pay grade. See promotion above for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).

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Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

- Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration)
- Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

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Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court Employees with less than six (6) months of service as of the first full pay period in October, will advance to the next step on the first full pay period following the approval of Commissioners Court Step/tenure progression ends at the top step of each position rank	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (with exception of Corrections to Law Enforcement)	When an employee is promoted to a higher ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion (Corrections to Law Enforcement)	Will begin at the first step of the tenured grade and remain at that step for a period of one calendar year. Will be placed at the pay increment corresponding to their time of continuous service (with no break of more than 90 days) in both corrections and law enforcement as a peace officer	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee demoted to a lower ranking position, the tenured grade is based on years of service	See Tenured Pay Chart	Oracle workflow required	May be required

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Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County on June 1st of each year. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. This pay must be added into the regular rate of pay when calculating overtime Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Deputy– Max L 1.4 • Det/Inv– Max L 2.5 • SGT – Max L 3.6 • LT– Max L 4.8 • Captain– Max L5.10 (min L5.6)	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

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Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Draft

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.
Social Media	While Williamson County encourages employees to enjoy and make good use of their off-duty time, certain activities may become a problem if their work is effected. Employees may use social media in any way they choose, as long as it does not produce adverse consequences. For this reason, employees are required to read and understand the social media policy which is accessible by visiting the **policy center** .

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Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 includes specific definitions, details regarding gifts, gratuities and bribery for public servants. A Public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Draft

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed

Draft

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Draft

For additional policy information contact the Human Resources Department or visit the policy center

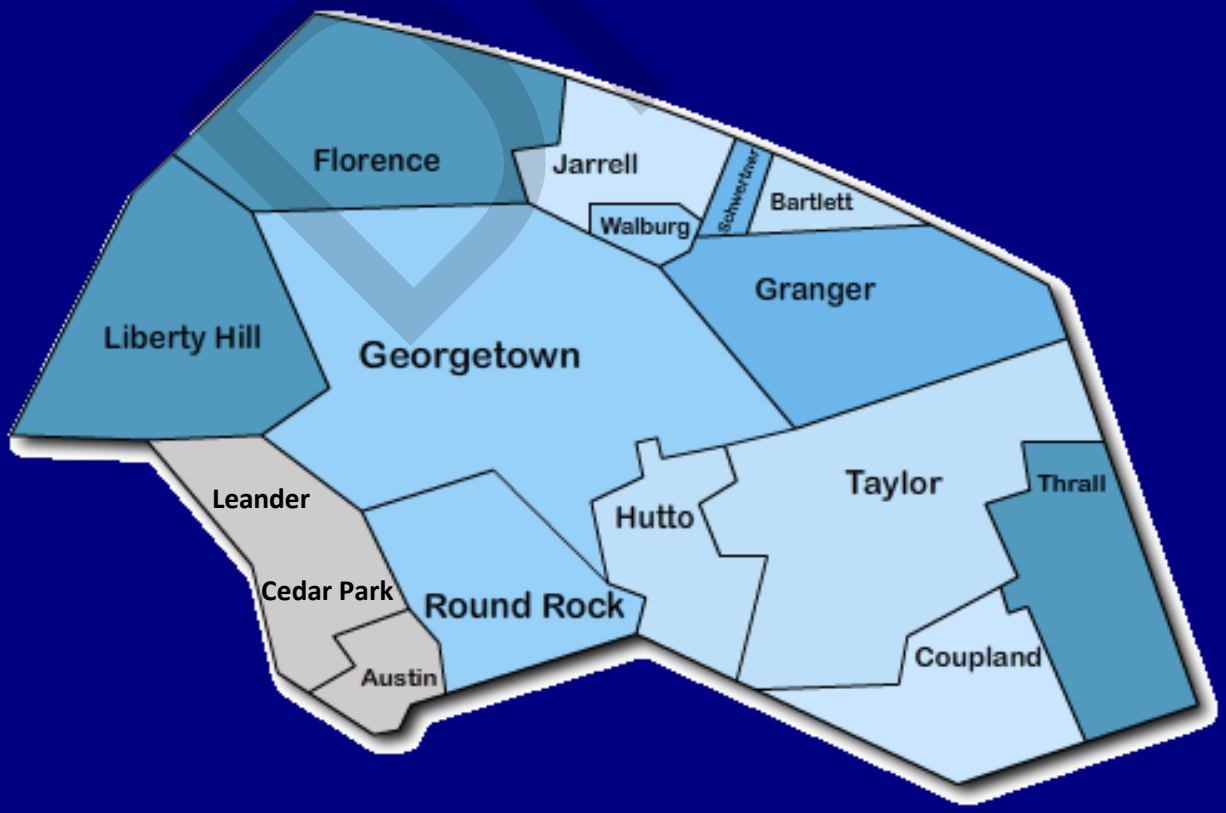
301 SE Inner Loop Suite 108

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES

Draft



Policy Revision Summary

Effective Date	Previous Section	Proposed by – Section	New Page	Policy Change
	Page 3	Auditor– Overtime	Pg. 3	Added: Non–Exempt Essential Personnel policy for overtime. May receive time and one-half in lieu of comp time, once normal hours required before overtime eligibility have been exceeded
	Page 5	Auditor– Direct Deposit	Pg. 5	Removed: final pay check will be mailed Added: pay checks will be mailed the first paycheck whenever changing banking institutions
	Page 6	Auditor– Separation of Employment	Pg.6	Revised: The following will be paid on the final paycheck or when county assets have been returned: accrued vacation or comp time, unused holiday time banked prior to October 1, 2014
	Page 8	HR– Vacation	Pg.8	Revised: Max accrual for vacation = 160 hours Max vacation accrual for EMS paramedics on 24 hours shifts= 168 hours Added: Max pay out to the leave chart, no policy change
	Page 8	Auditor– Leave Chart	Pg. 8	Revised: Leave is accrued at the end of the pay period. Removed: May not use leave that has not accrued
	Page 8	Auditor– Floating Holiday & Bereavement	Pg. 8	Revised: 2 (8 hours) days for floating holiday and bereavement. Clarified EMS pay rules Removed: up to a max of 12 hours based on normal shift assignment
	Page 8	Auditor– Non-Exempt Public Safety Adjustment Leave	Pg.8	Added: Non-Exempt Public Safety adjustment leave. This leave time supplements the 8hours given on a holiday for those who normally work over 8 hours. 64 hours granted per fiscal year and does not roll over.
	Page 8	Auditor– Leave Chart	Pg.10	Revised: *All leave accruals ...*will be adjusted or removed if the employee has any unpaid leave in the pay week.
	Page 16	Auditor– Expense Reimbursement	Pg.16	Revised: Expense Reimbursement is changed to Expenditure guidance
	Page 16	Auditor– Tuition Reimbursement	Pg.16	Added: within a 45 mile radius of the historic courthouse or a fully accredited online college or university
	Page 16	Auditor– Off-site staff development	Pg.10	Revised: Meal reimbursements should not exceed the daily per-diem rate Added: A sign up sheet of attendees is encouraged
	Page 17	Auditor– Airfare	Pg. 17	Added: Supporting documentation showing the fee comparison is required for taking an indirect route or delayed return trip
	Page 17	Auditor– Car Rental	Pg.17	Added: A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal)
	Page 17	Auditor– Personal Car usage	Pg.17	Added: For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to a alternate work location Added: Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive) Revised: Mileage-(if a detour, note the detour and the additional mileage due to the detour)
	Page 17	Auditor– Lodging	Pg.17	Added: Single room rate charge plus any applicable tax is reimbursable, no exceptions Removed: Original folio (can be a copy)

9/12/2017

Policy Revision Summary

Effective Date	Previous Section	Previous Policy	New Page	Policy Change
	Page 18	Auditor– Meals	Pg.18	Removed: Reimbursement for meal costs in travel of less than one day is provided solely to offset actual expenses where restaurant meal costs are incurred. Each employee is on their honor to request reimbursement for actual expenses incurred Added: $20 for meals on day of return for overnight travel unless returning after 8pm. $50 for meals when traveling outside county for day trips and the work hours extend beyond 8pm. Meals during day trips cannot be charged to the PCard except in certain cases approved in advance by the Auditor. 50 mile radius changed to 45 mile radius from the historic Courthouse
	Page 18	Auditor– General travel Information	Pg.18	Added: Acceptable Documentation must contain the who, what, when and where. Rental cars may be an exception to booking on travel websites if an itemized receipt is available
	Page 19	Auditor– Uniforms	Pg.19	Revised: For all County Personnel Added: Items that can be easily converted to everyday use, such as jeans, t-shirts and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. Footwear including the type/brand for all departments must be approved during the budget process .
	Page 20	Auditor– Other Expenses	Pg.20	Revised: Refer to the County Budget Order instead of the Auditors Portal
	Page 20	Auditor– Employee Recognition	Pg. 20	Added: Employee requirements: $40 for employees with up to 15 years of service,$80 for employees with more than 15 years of service. No reimbursement of sales tax will be allowed
	Page 21	Auditor– Pay frequency & work week	Pg. 21	Added: The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday
	Page 23	HR– Merit	Pg. 23	Revised: unallocated or salary items to merit line items. Added: Merit funding can only be used for performance pay increases. A line item transfer form must be submitted in addition to the workflow. Merit can only be transferred out of the merit line item. Merit is not transferrable between positions
	Page 23	HR– Retention	Pg. 23	Remove: An increase in pay that is awarded to an employee as an incentive to retain them in their current position when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary. Maximum of 10% above the current salary per employee, per budget year
	Page 23	HR– Position Salary surplus	Pg. 23	Added: Cannot be used for merit increases. Cannot be requested to be moved between positions after February 15th Refer to filling a vacancy, promotion and or reclassification policies
	Page 24	HR– Reclassification	Pg.24	Added: Reclasses cannot result in a position change that is not consistent with the original intent of the position. Reviewed for reclass between October 1st and February 15th.
	Page 24	HR– Filling a Vacancy	Pg. 24	Revised: definition to add position

Commissioners Court - Regular Session **74.**

Meeting Date: 09/12/2017

exemption of Judge's approval on electronic requisitions

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on raising the waiver exempting the County Judge's approval of electronic requisitions from $2,000 to $5,000.

Background

Currently all requisitions greater than $2,000 require approval from the County Judge. As the County has grown, the number of single transactions have increased and created the need for greater efficiency in the requisition process. Based upon Purchase Order data from the past three fiscal years, the majority of Purchase Orders (approx. 75%) issued are for purchases under $5000. This process change will result in cost and time savings as fewer county employees will be involved in the day-to-day requisition approval for small, non-capital asset transactions. This will result in a speedier turn-around time on Purchase Orders. Additionally, the proposed $5,000 requisition limit is consistent with the Williamson County capital assets threshold which will continue to ensure any capital assets purchased are still being routed through the County Judge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 08:29 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:51 AM
Form Started By: Kerstin Hancock		Started On: 08/30/2017 12:01 PM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **75.**

Meeting Date: 09/12/2017

annual exemption for vehicle and equipment parts

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving annual request to exempt from competitive bidding/proposal requirements pursuant to Tex.Loc. Gov't Code $262024(11) ("vehicle and equipment repairs") (i.e. those not covered by insurance coverage and that are paid for from county funds) for FY2017/2018 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for “Vehicle and Equipment Repairs”. If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption (see details on attached document):

1.Definitions for “Vehicle and Equipment Repairs” required for the maintenance and repairs of Williamson County Vehicles and Equipment:1.“PARTS” is defined as “Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
2.“REPAIR SERVICES” is defined as “Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status.”
3.“VEHICLES” is defined as “Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV’s. etc.)”
4.“EQUIPMENT” is defined as “An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service” (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)” The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.

This process was reviewed in 2016 by Legal, Purchasing and Fleet and will remain in effect if re-approved. This exemption must be approved annually by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle exemption

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/05/2017 10:50 AM
County Judge Exec Asst.	Wendy Coco	09/05/2017 01:44 PM
Form Started By: Kerstin Hancock		Started On: 09/05/2017 08:53 AM
Final Approval Date: 09/05/2017		

Randy Barker, CPPB, CPPO
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption

9/4/17

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV's. etc.)"
    d. **"EQUIPMENT"** is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to Commissioners Court for approval.

WILLIAMSON COUNTY PURCHASING
901 S. Austin Ave.
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
randy.barker@wilco.org www.wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the *maintenance and repair* of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease, other lubricants and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repairyard):

        This would qualify as a repair service under this exemption, since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

WILLIAMSON COUNTY PURCHASING
901 S. Austin Ave.
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randy.barker@wilco.org www.wilco.org

Commissioners Court - Regular Session **76.**

Meeting Date: 09/12/2017

IFB 1707-177 Hauling 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# 1707-177, for Hauling Services to the lowest and best bidders, Statewide Materials Transport Ltd. as primary vendor and Lewis Clark Trucking, LLC. as secondary vendor.

Background

Six (6) companies downloaded the specifications for this IFB and two (2) companies submitted bids by the deadline. This is the first year we have received multiple bids on this service in approximately 5 years. With high demand for this service there was an expectation of a low number of bidders. We are awarding this contract to multiple vendors based on their pricing for the amount of material we have delivered. The contract term is for 12 months with possible 24 months in extension per renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recomendation letter

evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 08:29 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:43 AM
Form Started By: Will Hutchinson		Started On: 09/06/2017 08:10 AM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
1848

August 24, 2017

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1707-177 Hauling

After reviewing all the pertinent information, it appears that Statewide Materials Transport Ltd. submitted the overall lowest and best bid for IFB 1707-177 for hauling. I recommend to the Williamson County Commissioner's Court that they award Statewide Materials Transport Ltd. as primary vendor and Lewis Clark Trucking, LLC as secondary vendor.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

Hauling Bid Tab

			Company:	Statewide		Lewis		Total Cost Difference	
ITEM #	**DESCRIPTION**	**UNIT**		**UNIT PRICE**	**Total (FY 17 and 16)**	**UNIT PRICE**	**Total (FY 17 and 16)**		
1	Hauling, 0.0 to 5.5 Miles (Mile Minimum)	TON		$ 1.93	$ 104,220.00	$ 1.92	$ 103,680.00	$ 540.00	
	Hauling, 5.6 to 10.0 Miles (Mile Minimum)	TON		$ 2.91	$ 157,140.00	$ 2.90	$ 156,600.00	$ 540.00	
	Hauling, 10.1 to 15.0 Miles (Mile Minimum)	TON		$3.65	$ 197,100.00	$ 3.39	$ 183,060.00	$ 14,040.00	
	Hauling, 15.1 to 46.0 Miles (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE		$ 0.18	$ 194,400.00	$ 0.29	$ 313,200.00	$ (118,800.00)	*assumes 20 mile route
	Hauling, 46.1 Miles and over (A mileage chart may be attached showing prices for 15 plus miles)	TON-MILE		$ 0.18	$ 486,000.00	$ 0.18	$ 486,000.00	$ -	*assumes 50 mile route
	Belly Dump		[x] YES [ ] NO			[X] YES [ ] NO			
	End Dump		[x] YES [ ] NO			[X] YES [ ] NO			
	12 yd Bob Tail		[ ] YES [x] NO			[ ] YES [X] NO			
	8 yd Bob Tail		[ ] YES [x] NO			[ ] YES [X] NO			

*Unit price shall be based on fully loaded truck.

	FY 16 Pos	FY 17 Pos	Total in last 2 years
QTY (tons)	9,000	45,000	54,000

Over the past 2 years, Williamson County has issued Purchase Orders for approximately 54,000 tons of material. 75% of that material was hauled over 15 miles. The bids were compared by using the total tonnage from FY 16 and 17 POs and applied it to each mileage range. While Lewis is $0.01 per ton less than Statewide on hauls less than 15 miles, The County would save significantly more using Statewide on hauls above 15 miles. Historically most of our hauls are in the 15-25 mile range. We recommend Statewide be awarded as Primary Vendor an Lewis as secondary.

Commissioners Court - Regular Session **77.**

Meeting Date: 09/12/2017

IFB 1707-173 Wilco Annex & Children's advocacy Center Fog seal 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# 1707-173, for Wilco Annex and Children's Advocacy Center Fog Seal to the lowest and best bidder, Alpha Paving, and authorizing the execution of service agreement.

Background

One (1) bidder submitted a bid for this project and four (4) downloaded the specs. Due to the nature of the equipment and specs for the fog seal there are a limited number of vendors in the state that are able to perform the work. Substantial completion of the project will be 15 days after notice to proceed and final completion will be 20 days after notice to proceed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

award letter

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 08:29 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:43 AM
Form Started By: Will Hutchinson		Started On: 09/06/2017 08:36 AM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
1848

August 23, 2017

Mr. Randy Barker
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1707-173 – Wilco Annex and Children's Advocacy Center Parking Lot Fog Seal

After reviewing all of the pertinent information, I have determined that Alpha Paving Industries LLC's bid was the overall best value for the IFB 1707-173 – Wilco Annex and Children's Advocacy Center Parking Lot Fog Seal. Based on past favorable experience with the bidder, I recommend to the Williamson County Commissioner's Court that they award Alpha Paving Industries LLC as the successful bidder for this project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Alpha Paving ("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 # 1707-173, Wilco Annex & Children's Advocacy Center Fog Seal 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 ***One-hundred three thousand six-hundred ninety-nine dollars*** ($**103,699.00**) 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 the IFB Solicitation # 1707-173, 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: within 15 days of Owner's notice to commence the Work

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 **within 20 days of Owner's notice to commence the Work**; 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: D Andrew Kim

Printed Name: D. Andrew Kim

Title: President

Date: 8/24/2017

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Commissioners Court - Regular Session **78.**

Meeting Date: 09/12/2017

Landscape Maintenance for the County

Submitted For: Randy Barker **Submitted By:** Dianne West, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Landscape Maintenance for the County per contract #1506-077, for the same pricing, terms and conditions as the existing contract for the term of October 1, 2017 - September 30, 2018, with Red White Greenery.

Background

This is the second and final extension for this contract. The Facilities Department submitted a Vendor Performance Report (VPR) that reflected the Vendor exceeding our requirements on this contract and requests to renew for the last renewal period.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red White Greenery contract renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 08:30 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 08:43 AM
Form Started By: Dianne West		Started On: 09/06/2017 09:15 AM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Red White Greenery		
Vendor Address:	P.O.Box 126, Georgetown, Texas 78627		
Purpose/Intended Use of Product or Service (summary):			
Landscape Maintenance for the County			
P.O./Contract Number:	1506-077	**Effective Date:**	10/01/2017
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2018
Requested By:	Christi Stromberg, Facilities Landscape Specialist		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	October 1, 2017 – September 30, 2018
Renewal Option Period 1	October 1, 2016 – September 30, 2017
Initial Contract Period	October 1, 2015 – September 30, 2016

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Red & White Greenery, Inc.

Name Jason Fuller

Title President

Signature _____

Date 8/31/17

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **79.**

Meeting Date: 09/12/2017

Mowing for SO Firing Range

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Heart of Texas Landscape & Irrigation and Williamson County for Landscaping services for the Sheriffs' Office Firing Range in Hutto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mowing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	09/06/2017 12:22 PM
Form Started By: Jayme Jasso		Started On: 09/06/2017 09:21 AM
Final Approval Date: 09/06/2017		

Proposal Date:
8/28/2017

HEART of TEXAS LANDSCAPE & IRRIGATION

www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

This proposal is based on 39 trips per year on the following schedule:

January		May	4	September	5
February	2	June	5	October	4
March	5	July	4	November	2
April	4	August	4	December	

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge all walks, curbs, and drives; (4) Trim fringe left by mowers around building, posts, trees, and other raised objects. May be chemically treated where not unsightly; and (5) Sweep or otherwise clean up debris caused by our work, including any detrimental or unsightly overlay of cut grass on lawn areas.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

[ ] Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

[X] Mow grass areas designated by client, 39 times.

[ ] Shear shrubs and ground cover as needed.

[ ] Weed and edge beds

[X] Addendum Attachment "A" attached.

[ ] Mulch

[ ] Annuals

[ ] Irrigation Check

Annual Price: $6,008.44 Payable Monthly: (10 Months) $600.84

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

August 28th 2017
DATE

OWNER/REPRESENTATIVE

August 28th 2017
DATE

HEART OF TEXAS LANDSCAPE & IRRIGATION

HEART of TEXAS LANDSCAPE & IRRIGATION CO., INC.

www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract:

We practice Integrated Pest Management.
Other than pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

1) Post emergent herbicides as needed in turf, beds, or curb and gutter-pre cannot be used in beds.

2) Disease or insects (other than web worms in tall trees) on turf, shrubs or trees.

3) Shrubs and trees are fertilized in the spring.

4) Mistletoe removal or treatment is not included.

5) Sucker removal & crape myrtle pods that can be reached from the ground are part of shrub trimmings. Suckers as needed. Crape myrtle pods in mid to late February.

6) Turf is fertilized mid April with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early October. (Based on seasonal temperatures)

7) If there would be a scale problem, then dormant oil will be applied.

8) Fall leaf removal when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.

9) Fire ant baits & powder will be charged out per container.

10) Mistletoe or webworm treatment will be billed separately.

11) All other services will be performed based on an approved estimate.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

DATE	August 28th 2017 DATE
OWNER/REPRESENTATIVE	HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

CONTRACT

(To include Proposal and Attachment "A", page 3 of 3 of contract)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" Williamson County Sheriff's Firearms Range whose address is 3901 CR 130 Hutto, Texas 78634."

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contactor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warrantees of merchantability or fitness of any good or service supplied under this contract

4)The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date.

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. This contract is susceptible to an annual increase.

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancelation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

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

- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

- Right to Audit: CONTRACTOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of 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 licensee 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. licensee shall give CONTRACTOR reasonable advance notice of intended audits.

ACCEPTED on this 28th day of August, 2017

OWNER/REPRESENTATIVE

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedeat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming						AS NEEDED							0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide						AS NEEDED							0
Insecticide						AS NEEDED							0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

Proposal Date:
8/28/2017

HEART of TEXAS LANDSCAPE & IRRIGATION

www.hotlandscape.com

Williamson County Sheriff's Firearms Range
3901 CR 130
Hutto Texas

PROPOSAL

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[X] Addendum Attachment "A" attached.

[ ] Mulch

[ ] Annuals

[ ] Irrigation Check

Annual Price: $6,008.44 Payable Monthly: (10 Months) $600.84

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August 28th 2017
DATE

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August 28th 2017
DATE

HEART OF TEXAS LANDSCAPE & IRRIGATION

HEART of TEXAS LANDSCAPE & IRRIGATION CO., INC.

www.hotlandscape.com

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	August 28th 2017
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LANDSCAPE & IRRIGATION

www.hotlandscape.com

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HEART of TEXAS LANDSCAPE & IRRIGATION

www.hotlandscape.com

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- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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ACCEPTED on this 28th day of August, 2017

OWNER/REPRESENTATIVE

HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

HEART of TEXAS
LANDSCAPE & IRRIGATION

www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236
www.hotlandscape.com
Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	2	5	4	4	5	4	4	5	4	2	0	39
Weedeat	0	2	5	4	4	5	4	4	5	4	2	0	39
Edging	0	2	5	4	4	5	4	4	5	4	2	0	39
Blowing	0	2	5	4	4	5	4	4	5	4	2	0	39
Shrub Trimming						AS NEEDED							0
Tree Trimming													0
Leaf Pickup													0
Mulch													0
Fertilizer													0
Pre-emergent													0
Annuals													0
Herbicide						AS NEEDED							0
Insecticide						AS NEEDED							0
Irrigation Check													0
Aerification													0
Rye Overseed													0
Perennial Cutbacks													0

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

Certificate of Interested Parties (Form 1295)

(Revised 02/21/2017)

IFB#, RFP#, RFQ# or Contract/Agreement#: _____

Service Description/Contract Name: W. Williamson Co. Sheriff's Firearms Range mowing services

Vendor Name: Heart of Texas Landscape & Irrigation Co.

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

The Texas Legislature passed HB1295 in their last legislative session which added Section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

(1) Requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**

(2) Has a value of at least $1 million.

Accordingly, we are needing your assistance in complying with the new Form 1295 requirements.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
Phone: 512-943-3553
www.wilco.org/purchasing

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

As of January 1, 2016, Respondents are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295. Information regarding how to use the filing process 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:

(1) Use the online application to process the required information on Form 1295;
(2) Print a copy of the form which will contain a unique certification number;
(3) An authorized agent of the Respondent must sign the printed copy of the form;
(4) Have the form **notarized;** and
(5) The completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time– Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In additional there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Williamson County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

(1) Who is the contract with – click "Other Governmental Entity"
(2) Agency/Entity Name – Williamson County, Texas
(3) Contract ID Number - enter the Contract# specified at the top of this email. If no number was specified, please put 'N/A'.
(4) Who is the Signature of officer administering oath (the entire bottom line of the form) – the Notary.

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

"Controlling interest"– means:

(1) An ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
(2) Membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or

WILLIAMSON COUNTY
1848
Randy Barker, CPPO, CPPB
Purchasing Director/Agent

(3) Service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"**Intermediary interest**" means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) Receives compensation from the business entity for the person's participation;
(2) Communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
(3) Is not an employee of the business entity.

Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Williamson County will not proceed with the approval and/or award of the contract.

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:
2017-254688

Date Filed:
08/28/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Heart of Texas Landscape and Irrigation
Belton, 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

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.

N/A
Sherrif's Firearms Range Mowing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

CHRISTINA RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
May 13, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ben Pamplin, this the 29 day of August, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Christina Rodriguez — Printed name of officer administering oath | Notary Public — Title of officer administering oath

Commissioners Court - Regular Session **80.**

Meeting Date: 09/12/2017

RFQ Professional Engineering Services CR 366 Widening 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 RFQ# 1704-155, for Professional Engineering Services for CR 366 Widening to the best qualifying firm, Garver LLC., and authorizing the execution of the professional services agreement.

Background

After in depth analysis of the fourteen (14) submittals, three (3) firms were invited for interviews. The evaluation committee is recommending awarding the contract to Garver LLC the best qualifying firm.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Recommendation letter

eval score sheet

interviews score sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 11:39 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:40 AM
Form Started By: Will Hutchinson		Started On: 09/06/2017 11:05 AM
Final Approval Date: 09/07/2017		

RECEIVED
AUG 21 2017
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

WILCO Bond 2013

FIRM: Garver, LLC ("Engineer")
ADDRESS: 2300 Greenhill Drive, Suite 110, Round Rock, TX 78664
PROJECT: Williamson County Rd. 366, Carlos G. Parker, Blvd. to Chandler Rd. ("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A.**

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Million Dollars ($2,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E.** Invoices requesting reimbursement for costs and expenditures related to the Project (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 Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Garver, LLC
2300 Greenhill Dr., Suite 110
Round Rock, TX 78664
Attn: Glenn G. Gregory, Jr.

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

   ✓ OK MW 8/22/2017

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 101 East Old Settlers Boulevard, Suite 100 Round Rock, TX 78664 Attn: Richard Ridings, P.E.
and to:	Office of General Counsel Williamson County 710 Main Street, Suite 102 Georgetown, Texas 78626

Engineer: Garver, LLC
2300 Greenhill Dr., Suite 110
Round Rock, TX, 78664
Attn: Glenn G. Gregory, Jr., PE

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within

thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

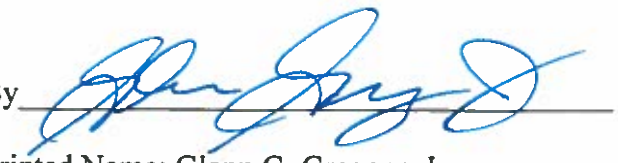
OK MY 8/22/2017

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

Garver, LLC

By 

Printed Name: Glenn G. Gregory, Jr.

Title: Vice President

Date: August 21, 2017

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Garver, LLC
Name of Firm

Signature of Certifying Official

Glenn G. Gregory, Jr.
Printed Name of Certifying Official

Vice President
Title of Certifying Official

August 21, 2017
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Glenn Gregory, Jr. _____ the August 21 _____ of 2017 _____,on behalf of said firm.

KELLY SUE MACK
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-04-2018

Kelly Sue Mack
Notary Public in and for the
State of Texas

My commission expires: 9/4/2018

EXHIBIT B
SERVICES TO BE PROVIDED BY THE Engineer
DESIGN SERVICES FOR County Rd 366

1. GENERAL DESCRIPTION OF THE PROJECT:

   a. County Road (CR) 366, an existing 2 lane asphalt roadway with open ditch drainage, several stream crossings with pipe culverts, and multiple utilities along it is to be widened to a 4 - lane roadway with a median from Carlos G Parker Blvd. to Chandler Rd. The proposed improvements are anticipated to include a new 4 - lane section with a median located in a 120 foot right of way, drainage improvements, reconstructed intersections at CR 367, CR 369, and Carlos G Parker Blvd.

2. PRELIMINARY DESIGN PHASE SERVICES:

   a. This phase of the project generally consists of preparing documents, reports, and maps. Services may include, but are not limited to:

      - Project Specific QA/QC Plan
      - Project Management
      - Data Collection
      - Stakeholder Coordination
      - Preliminary Constraints Mapping
      - Route and Alignment Studies
      - Roadway Schematic
      - Miscellaneous Services

3. DESIGN PHASE SERVICES:

   a. This phase of the project generally consists of preparing construction plans, specifications, estimates, and contract documents. Services may include, but are not limited to:

- Project Specific QA/QC Plan
- Project Management
- Roadway Schematic and Construction Plans
- Miscellaneous Services
- Surveying
- Geotechnical Investigations
- Environmental Investigations
- Traffic Analysis
- Drainage and Water Quality Development

4. BIDDING AND CONSTRUCTION PHASE SERVICES:

   a. This phase of the project generally consists of assisting with the bidding and contract award process, and providing support during construction. Services may include, but are not limited to:

      - Supporting the Pre-Bid Meeting, Bid Opening, and Preparing Award Recommendation
      - Pre-Construction Conference
      - Responding to RFIs, Change Orders, and Reviewing Submittals, and Preparing Construction Plan Revisions

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D
RATE SCHEDULE



APPENDIX B
CR 366
Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 100.00
E-2: Engineer	$ 110.00
E-3: Design Engineer	$ 142.00
E-4: Project Engineer	$ 166.00
E-5: Senior Project Engineer	$ 203.00
E-6: Engineering Specialist/Project Manager	$ 240.00
E-7: Senior Project Manager	$ 295.00
Planners / Environmental Specialist	
P-1: Planner/Environmental Specialist I	$ 100.00
P-2: Planner/Environmental Specialist II	$ 130.00
P-3: Planner/Environmental Specialist III	$ 154.00
P-4: Planner/Environmental Specialist IV	$ 216.00
P-6: Senior Planner/Environmental Specialist	$ 285.00
Designers	
D-1: Designer/Environmental Scientist I	$ 95.00
D-2: Designer/Environmental Scientist II	$ 111.00
D-3: Senior Designer/Environmental Scientist	$ 132.00
Technicians	
T-1: Intern	$ 74.00
T-2: Technician	$ 94.00
T-3: Senior Technician	$ 114.00
Management/Administration	
M-1: Principal	$ 330.00
X-1: Administrative Asst./ Admin Intern	$ 58.00
X-2: Administrative Assistant	$ 79.00

Blanton & Associates, Inc.
Environmental

Role	*Labor Rate*
Env. Manager	$166.00
Sr. Env. Planner	$136.00
Sr. Env. Scientist	$120.00
Sr. Biologist	$120.00
Env. Planner II	$115.00
Env. Planner I	$90.00
Sr. Historian	$98.00
Sr. Archeologist	$98.00
Archeologist	$93.00
Env. Scientist II	$106.50
Biologist II	$98.00
Biologist I	$93.00
Env. Scientist I	$93.00
Sr. GIS Tech	$101.00
GIS Tech	$75.00
Technical Editor	$76.00

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE

2017 PROFESSIONAL SURVEYING SERVICES

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 100.00 per hour
2 man survey crew, with vehicle and data collection	$ 150.00 per hour
3 man survey crew, with vehicle and data collection	$ 186.00 per hour
GPS/RTK Field Crew Services:	
GPS/RTK 1 man survey crew, with vehicle and data collection	$ 150.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 200.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 236.00 per hour
Additional Crew/Rodman	$ 45.00 per hour
Flagger	$ 45.00 per hour

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Researcher	$ 72.00 per hour
Secretarial/Administrative	$ 63.00 per hour
AutoCAD / Survey Technician	$ 82.00 per hour
Senior Technician	$ 96.00 per hour
LIDAR Technician	$ 98.00 per hour
GPS Processing	$ 108.00 per hour
Field Coordinator	$ 98.00 per hour
Project Manager	$ 165.00 per hour
RPLS	$ 145.00 per hour
Principal	$ 190.00 per hour
Specialized Equipment:	
ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day

Unusual equipment or additional service providers will be charged at cost.

HVJ & Associates
Geotechnical Investigation

	Rate / Unit
Field Investigation	
Mobilization/Demobilization	$400.00 each
Drill Rig Minimum Charge	$900.00 each
Undisturbed sample boring w/3" Shelby tube	$22.50 linear foot
Add for coring in rock (Rock Coring Cost - Soft & Hard Rock) 0'-25' Depth	$22.50 linear foot
Texas Cone Penetration Test	$25.00 each
Standard Penetration Test	$22.50 each
Grout Backfill	$5.00 linear foot
Traffic Control	$1,200.00 cost
Vehicle Trips – specialty vehicle for drill crew support	$75.00 per day
Laboratory Testing	
Moisture Content	$18.00 each
Hydrometer Analysis	$200.00 each
Atterberg Limits	$75.00 each
Unconfined Compressive Strength Test	$65.00 each
Texas Triaxial	$1,750.00 each
Percent Passing No. 200 Sieve	$35.00 each
Sulfate Testing	$75.00 each
Soil PH Testing	$200.00 each
FWD Testing and Traffic Counts	
Mobilization/Demobilization	$400.00 each
FWD Equipment	$2,600.00 day
Traffic Control	$1,200.00 cost
Engineering Labor	
Senior Project Manager	$175.00 hour
Project Engineer	$125.00 hour
Staff Engineer	$100.00 hour
Senior Technician	$60.00 hour
Technician	$55.00 hour

TransTec
Pavement Design

Classification	Loaded Rate
Senior Engineer	$185/Hr.
Project Engineer	$110/Hr.

Nancy Ledbetter & Associates, Inc.

As of July 27, 2017

Classification	Staff	Loaded Rate
Public Involvement Project Manager		$178.85
Lead Public Involvement Specialist		$160.78
Senior Public Involvement Specialist		$115.64
Public Involvement Specialist		$92.93
Graphic Designer		$83.60
Admin/Clerical		$61.99

Direct Expenses

Mileage	Mile	Current IRS Rate
Certified Letter Return Receipt	each	Current Postal Rate
Standard Postage Letter	each	Current Postal Rate
Overnight Mail - letter size	each	$25.00
Overnight Mail - oversized box	each	$30.00
Courier Services	each	$40.00
Photocopies B/W (8 1/2" X 11")	each	$0.12
Photocopies B/W (11" X 17")	each	$0.20
Photocopies Color (8 1/2" X 11")	each	$0.75
Photocopies Color (11" X 17")	each	$1.50
Digital Ortho Plotting	sheet	$1.50
Blueline Prints (24" X 36")	each	$2.50
Bond Paper Plot (Blueline/Blackline)	linear foot	$9.00
Blueline/Blackline Prints (8 1/2" X 11")	square foot	$3.50
Blueline/Blackline Prints (11" X 17")	square foot	$0.10
Blueline/Blackline Prints (22" X 34")	square foot	$0.20
Color Graphics on Foam Board	square foot	$20.00
Presentation Boards 30" X 40" Color/Mounted	each	$100.00
Plots (B/W on Bond)	square foot	$6.00
Plots (Color on Bond)	square foot	$8.00
Plots (Color on Photgraphic Paper)	square foot	$5.00
Mylar Plot	square foot	$12.00
Mylar (8 1/2" X 11")	sheet	$2.00
Mylar (11" X 17")	Sheet	$4.18
Mylar (22" X 34")	Sheet	$12.00
Outside Printing - Reports	each	$50.00
Report Binding	each	$5.00
Notebooks	each	$5.00
Reproduction of CD/DVD	each	$3.00
CDs	each	$0.50

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

September 7, 2017

WILLIAMSON COUNTY
1848

Mr. Randy Barker
Purchasing Agent, Purchasing
901 S. Austin Ave
Georgetown, TX 78626

Re: Recommendation for RFQ 1704-155 Professional Engineering Service for the CR 366 Widening Project

Based on the attached supporting documentation the Professional Engineering Service Selection Committee recommends the selection of Garver, LLC. Which was the top ranked firm from the evaluation process.

Three firms were interviewed on Jun 15th, 2017 by the following Selection Committee.

Larry Madsen, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Kon Kwan, P.E., Senior Engineer

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Senior Director of Infrastructure

EVALUATION - Professional Engineering Services For CR 366 Widening
RFQ 1704-155
May 25, 2017

Mandatory Criteria	Maximum Score Points	American Structurepoint	Binkley & Barfield, Inc.	Bridgefarmer & Associates, Inc.	Costello, Inc.	Cunningham Allen, Inc.	Dannenbaum Engineering Corporation	Garver	Halff Associates Inc.	Matkin Hoover Engineering & Surveying	PGAL	SAMES, INC.	Seiler/Lankes Group	Steger Bizzell	Volkert, Inc.
One office must be located within Texas. Statement Included		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Weighted Criteria															
Project Manager's Experience/Qualifications with Similar Projects	25	20	10	10	15	10	15	25	20	10	10	15	15	15	15
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15	10	10	5	10	10	10	15	5	10	10	10	10	10
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	10	10	10	10	10	5	10	10	10	5	5	0	10	10	5
Individuals on Project Team's Experience/Qualifications with public involvement	15	15	15	15	15	5	15	15	15	5	10	0	10	15	5
Availability of Project Manager, task leads and relevant staff	25	20	15	20	20	10	10	20	20	5	10	0	20	10	20
Understanding of Project	20	20	10	10	10	10	10	20	20	10	10	10	10	10	10
TOTAL	110	100	70	75	75	50	70	100	100	40	55	35	75	70	65

		Voting Member Yes or No	Signature
[redacted]	[redacted]	Y	[redacted]
		Y	
		Y	
		N	
		N	
		N	
		N	

INTERVIEW EVALUATION - Professional Engineering Services For CR 366 Widening
RFQ 1704-155
June 15, 2017

Mandatory Criteria		American Structurepoint	Garver	Halff Associates Inc.
Engineer's Project Manager's Experience/Qualifications	**15**	14	14	14
Individuals on Project Team's Experience/Qualifications	**15**	12	14	13
Understanding of project	**15**	13	13	13
Current workload with Williamson County and availability of staff	**15**	14	14	12
TOTAL	**60**	**53**	**55**	**52**
			Voting Member Yes or No	Signature
[redacted]			Y	[redacted]
			Y	
			Y	
			N	
			N	
			N	
			N	

Commissioners Court - Regular Session **81.**

Meeting Date: 09/12/2017

Awarding RFP Tennis Pro Manager

Submitted For: Randy Barker **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFP # 1707-172 Tennis Pro Manager - Southwest Williamson County Regional Park, to the highest scoring proposer Rippner Tennis.

Background

The RFP was distributed to 817 companies, with 24 viewing it. We received 2 proposals on August 14, 2017. The evaluation committee analyzed the proposals and concluded that both vendors were eligible for interview. After the interviews it was determined by the committee to recommend award to the initial highest scoring proposer Rippner Tennis, LLC for an initial term of three (3) years with two (2) annual extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

evaluation score sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 10:39 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:51 AM
Form Started By: Thomas Skiles		Started On: 09/06/2017 06:50 PM
Final Approval Date: 09/07/2017		

OFFICE MEMORANDUM

Date: September 6, 2017

COORDINATION — ROUTING			
Div.	Name	Initial	Date
Purchasing	Blake Skiles		
Purchasing	William Hutchinson		

Remarks:

Return To:

To: Randy Barker – Purchasing Dept.

From: Randy Bell – Parks Dept.

Randy Bell

Subject: Request for Proposals
Tennis Pro Manager - Southwest Williamson County Regional Park
Solicitation #1707-172

Re: Proposal Evaluation

The Parks & Recreation Department received two (2) proposals for the Tennis Pro Manager for the Southwest Williamson County Regional Park from the Purchasing Department on August 14, 2017. Park staff evaluated the proposal using the following criteria:

1. Demonstrated applicable experience, qualifications, business plan, certifications, history of providing like services, and organizational / management practices associated with tennis center operations.
2. Proposed services, staffing plan, Pro Shop operations, programing, lessons, clinics, and overall vision to improve tennis center operations.
3. Criminal background checks and references.

Aubrie Rippner, Owner and CEO of Rippner Tennis LLC, has been involved in the sport of tennis for well over twenty (20) years. Ms. Rippner founded Rippner Tennis LLC in 2007 and has been the Pro Manager for over ten (10) years at the South Austin Tennis Center. Ms. Rippner has proven extremely successful in providing and managing high-value tennis in a public setting, and has shepherded continuous growth of her business for over a decade with instruction that ranges from introductory programs, to a very strong Junior Tennis program, to advanced adult programs.

Ms. Rippner has a strong, successful working knowledge of the tennis service industry and will be able to expand upon existing Williamson County Tennis Center Operations. Additionally, Ms. Rippner's tennis center experience includes management of tennis professionals, pro shop employees, revenue collection and related reports, logistics and lesson scheduling, finance and accounting practices, inventory control, payroll, fiscal controls and budgeting, accounts payable and receivable. Ms. Rippner is also experienced with marketing, advertising, and outreach functions that will help in her vision to grow the Wilco Tennis Center operations.

Ms. Rippner and key staff are members of the U.S. Tennis Association and Capital Area Tennis Association. Ms. Rippner and her staff agreed to criminal background checks as required by the Solicitation. Results are forthcoming, and further action will be taken, if warranted, upon receipt of the results.

A reference states that Ms. Rippner is extremely knowledgeable in tennis center operations, and her outstanding customer service and knowledge of leagues, tournament play, and her creative ways to grow the game of tennis has contributed to her successful operation.

Ms. Rippner was very professional in her interview with the evaluation committee, and appears to be very flexible, customer oriented, and able to work around Parks Department operational needs. Ms. Rippner has the qualifications, the history of providing like services, and an overall vision to successfully serve as the Tennis Pro for Williamson County Parks and Recreation Department.

After review and consideration of the Solicitation response and selection criteria, the Parks & Recreation Department recommends that Ms. Aubrie Rippner (Rippner Tennis, LLC) be awarded the Tennis Pro Manager - Southwest Williamson County Regional Park Solicitation #1707-172 for the initial contract period of October 1, 2017 through September 30, 2020.

Thank you.

EVALUATION - Tennis Pro Manager
RFP 1707-172

Evaluation Criteria	Maximum Score Points		Rippner Tennis		Wilco Tennis	
System Concept and Solutions Proposed (Understanding of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)	40		30		30	
Demonstrated Applicable Experience	30		30		30	
United States Professional Tennis Association or US Professional Tennis Registry Certification	5		5		5	
CPR / First Aid Certification	5		5		1	
Organizational and Management Practices	20		20		16	
TOTAL	100		90		82	

		Voting Member Yes or No	Signature
Senior Director Parks	[redacted]	Yes	[redacted]
Asst Director Parks		Yes	
Parks Superintendent		Yes	
Senior Purchasing Specialist		No	
Purchasing Specialist		No	

Commissioners Court - Regular Session **82.**

Meeting Date: 09/12/2017

IFB 1708-183 Cross Culvert replacement

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# 1708-183, for Cross Culvert Replacement to the lowest and best bidder, DeNucci Constructors LLC., and authorizing the execution of service agreement.

Background

The IFB was downloaded by 34 companies and 7 submittals were received. The project is set to be substantially completed in 50 days and finally completed in 60 days from notice-to-proceed, with a not-to-exceed amount of $626,138.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter

Contract

Bid tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 10:38 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 10:51 AM
Form Started By: Will Hutchinson		Started On: 09/07/2017 10:06 AM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
1848

September 6, 2017

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for FY 17 Cross Culvert Replacements – IFB #1708-183

After reviewing all of the pertinent information, it appears that DeNucci Constructors, LLC submitted the overall lowest and best offer for the 1708-183 project bid, FY 17 Cross Culvert Replacements.

I recommend to the Williamson County Commissioner's Court that they award DeNucci Constructors, LLC the contract for the FY 17 Cross Culvert Replacements project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and DeNucci Constructors, LLC ("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 1708-18, FY 17 Cross Culvert 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 **Six-hundred twenty-six thousand one-hundred thirty-eight dollars** ($626,138.00) 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 the IFB Solicitation # 1708-183, 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: within 50 days of Owner's notice to commence the Work

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 **within 60 days of Owner's notice to commence the Work" in place of "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: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

CONTRACTOR:
DeNucci Constructors, LLC

By: Paul T. DeNucci

Printed Name: Paul T. DeNucci

Title: Manager

Date: 9/6/17

Contractor's Designated Representative:

Nancy Estrada
8310-1 Cap. Tx. Hwy N. #275
Austin, Tx 78731

Phone 512-335-0600
Fax 512-342-0600

WILLIAMSON COUNTY
BID TABULATION

FY 17 Cross Culvert Replacements

September 5, 2017 3:45PM

BID NUMBER: 1708-183

Williamson County Representatives Present:

	NAME OF BIDDER	BID AMOUNT
1.	Smith Contracting	$679,122.15
2.	RHB	$742,263.75
3.	Alpha Paving Industries, LLC	$885,282.—
4.	JKB Construction Company	$978,247.50
5.	CRU ~~Limited~~, Ltd.	$979,250,87
6.	Austin Engineering Company	$1,078,648.—
7.	De Nucci Constructors, LLC	$626,138.—
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Commissioners Court - Regular Session **83.**

Meeting Date: 09/12/2017

IFB 1708-178 Flexible Base Materials Award

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 awarding IFB# 1708-178 Flexible Base Materials to the lowest and best bidders JGM Aggregates LLC as primary vendor, Heartland Quarries, LLC as secondary vendor, and Central Texas Stone and Aggregate as tertiary vendor.

Background

The IFB was viewed by 21 vendors, with 4 vendors responding to the IFB. It is the recommendation to make a primary, secondary and tertiary award as noted on the attached bid evaluation sheet, with JGM Aggregates LLC as primary vendor, Heartland Quarries, LLC as secondary vendor, and Central Texas Stone and Aggregate as tertiary vendor. The term of this contract is for 1 year with 2 1-year extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tabulation

Bid Evaluation

Award Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 11:40 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:41 AM
Form Started By: Gary Stone		Started On: 09/07/2017 10:32 AM
Final Approval Date: 09/07/2017		

WILLIAMSON COUNTY
BID TABULATION

Flexible Base Materials

Aug. 29th 2017 3:00PM

BID NUMBER: 1708-178

Williamson County Representatives Present: Larry Stowe

	NAME OF BIDDER	BID AMOUNT	
1.	Heartland Quarries	Item #1	$5.50
2.		Item #2	$5.50
3.		Item #3	$5.50
4.	Industrial Asphalt	Item #1	$6.00
5.		Item #2	$6.75
6.		Item #3	$6.75
7.	Central Texas Stone Aggregate	Item #1	$6.00
8.		Item #2	$7.00
9.		Item #3	$6.25
10.	JGM Aggregates	Item #1	$5.24
11.		Item #2	$5.24
12.		Item #3	$5.24
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Flexible Base Bid Tab

			Company:	Heartland	Central TexasStone	JGM Aggregates	Industrial Asphalt & Aggregate
Bid Items and Estimate of Quantities				Secondary	Tertiary	Primary	
ITEM #	**DESCRIPTION**	**Estimated Quantity**	**UNIT**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**	**UNIT PRICE**
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	240,000	TON	$ 5.50	$ 6.00	$ 5.24	$ 6.00
2	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	$ 5.50	$ 7.00	$ 5.24	$ 6.75
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	$ 5.50	$ 6.25	$ 5.24	$ 6.75

WILLIAMSON
COUNTY
1848

September 7, 2017

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1708-178 - Flexible Base Materials

After reviewing all of the pertinent information, it appears that JGM Aggregates, LLC submitted the overall lowest and best bid for IFB 1708-178 - Flexible Base Materials. I recommend to the Williamson County Commissioner's Court that they award JGM Aggregates LLC as primary vendor, Heartland Quarries, LLC as secondary vendor, and Central Texas Stone and Aggregate as Tertiary Vendor for all bid items.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
Director of Road and Bridge
Division Williamson County, TX

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
tevertson@wilco.org
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

Commissioners Court - Regular Session **84.**

Meeting Date: 09/12/2017

IFB 1708-188 Asphalt Emulsions Advertising

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 authorizing Purchasing Agent to advertise and receive sealed bids for Asphalt Emulsions Services under IFB #1708-188.

Background

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 and and Special Provisions provided herein. The contract term is for 1 year with 2 1-year extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	09/07/2017 11:41 AM
County Judge Exec Asst.	Wendy Coco	09/07/2017 11:41 AM
Form Started By: Gary Stone		Started On: 09/07/2017 10:52 AM
Final Approval Date: 09/07/2017		

Solicitation 1708-188

ASPHALT EMULSIONS

Bid Designation: Public



Williamson County, Texas

Bid 1708-188
ASPHALT EMULSIONS

Bid Number	1708-188
Bid Title	ASPHALT EMULSIONS
Bid Start Date	In Held
Bid End Date	Oct 2, 2017 3:00:00 PM CDT
Question & Answer End Date	Sep 29, 2017 5:00:00 PM CDT
Bid Contact	Gary Stone Purchasing Specialist I 512-**943**-3553 gary.stone@wilco.org
Contract Duration	**1 year**
Contract Renewal	1 annual renewal
Prices Good for	**30 days**
Pre-Bid Conference	**Sep 25, 2017 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 S.E. Inner Loop, Georgetown, TX 78262**
Bid Comments	**Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014 and and Special Provisions provided herein.**

Item Response Form

Item	**1708-188--01-01 -** Attach Documents Here
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description
Attach Documents Here

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1708-188
ASPHALT EMULSIONS

BIDS MUST BE RECEIVED ON OR BEFORE:
Oct 2, 2017 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
Oct 2, 2017 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 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 Bidders 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 Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, 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 IFB**. Similarly, any personal or business relationship between the Bidder, 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 Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders 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 Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. 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 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders 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 Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder 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 Bidder 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.

2.5 ETHICS

The Bidder 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.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid 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 IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder 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 Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB 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 Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation 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 Bidder 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 Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder 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 Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder 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 Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder 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.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these 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.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

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, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, 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 IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, 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 IFB and its Addenda (if applicable), and the Bidder's Bid. 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 IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

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 IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder 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 in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

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 Bidders 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 Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of 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 IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

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 Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder 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 in equity or as may otherwise 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 Bidder. 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 Bidder 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 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 Bidder 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 Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder 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 Bidder.

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 Bidder does not desire proprietary information in the Bid 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 Bidder, 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 Bidder.

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 IFB or in the Bidder's Bid 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 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 Bidder 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 Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder 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 Bidder 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 IFB, 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 Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder 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 Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder 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 Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder 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 Bidder in the defense of each matter. The Successful Bidder'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 Bidder 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 Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder'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 Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder 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 Bidder 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 Bidder 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 Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder 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 Bidder is not an employee of the County, and that the Successful Bidder 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 Bidder 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 IFB, 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 IFB, 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 IFB, 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 IFB, 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 Bidder: Address set out in Bidder'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 Bidder 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 Bidder 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 IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 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.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder 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.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder 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 Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder 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 accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder 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 Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, 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 Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid 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 Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder 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 Bidder and the County.

4.38 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 Bidder, the County shall notify the Successful Bidder 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 Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder 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 Bidder 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

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, 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 IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement 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.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder 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.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid 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 Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder 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.

4.45 CONFIDENTIALITY

The Bidder 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.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Technical Contact

J. Terron Evertson, P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning on the date of formal award by the Williamson County Commissioner's Court.

1.4 Contract Extensions

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. This extension will be in twelve (12) months increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved be the Commissioners Court, a price escalation at renewal time is awarded of no more than the consumer price index, All urban

consumers (CPI-U), US City Average, all items, as published by the United States department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extension will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the successful bidder may elect to terminate this agreement, with no additional liability to the County. The County and successful bidder agree that termination shall be the successful bidder's sole remedy under this circumstance.

1.5 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

1.6 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

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	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **Williamson**

County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide Asphalt Emulsions per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one Successful Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Successful Bidder: The responsible Bidder to whom Williamson County intends to award the contract.

Engineer: Director of Road and Bridge Division, or designee.

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Bidder shall submit, with the bid, the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.
Emulsions and Specialty Emulsions:

Viscosity, Saybolt Furol
Distillation Test
Tests on Residue from Distillation

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source.
Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.
If the Successful bidder does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.
If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Successful bidder shall comply with insurance requirements dictated within this contract.

Do not park vehicles where driver sight distance to businesses and side street intersections is obstructed. If it is necessary to park where drivers' views are blocked, Successful bidder shall make every effort to flag traffic accordingly. Give the travelling public first priority.
Care shall be exercised to prevent damage to all property in and around the construction zone. The Successful bidder shall be liable for the repair and restoration of any property damaged as a result of the Successful bidder's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by transporting operation. Successful bidder will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during transporting operation shall be replaced with plant material of comparable size and quality approved by the County.

Successful Bidder's vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Foreman.

ITEM 300 – Asphalts, Oils and Emulsions

Demurrage costs do not begin until two hours past delivery time, or two hours after the County begins unloading the transport, whichever event happens first.

County will pay no more than $80 per hour for Demurrage

All bids should be based on fully loaded transport (approximately 5000 – 5500 gal).

The specifications are amended by special provision 300-003.

SPECIAL PROVISION

300---003

Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.5., "Specialty Emulsions." The first sentence is voided and replaced with the following:

Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11 or Table 11A.

Section 300.2.5., "Specialty Emulsions," is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77ºF, Krebs units	D 562	45	75
Softening point, ºF	T 53[1]	250	--
Uniformity	D 2939	Pass[2]	
Resistance to heat	D 2939	Pass[3]	
Resistance to water	D 2939	Pass[4]	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional)[5]	D 2939	Pass[6]	
Ultraviolet exposure, UVA-340, 0.77 W/m^2, 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure[7]	G 154	Pass[8]	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation: Penetration, 77ºF, 100 g, 5 sec. Flash point, Cleveland open cup, °F	 T 49 T 48	 15 500	 30
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	 T 44	 98	 --

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

Williamson County Bid Form - Asphalt Emulsion

Item #	Description	Estimated Quantity	Unit	Unit Price
1	HFRS-2	15000	GAL	
2	HFRS-2P	550000	GAL	
3	CRS-2	5000	GAL	
4	CHFRS-2P	152000	GAL	
5	SS-1	60000	GAL	
6	CSS-1H	10000	GAL	
7	AEP	60000	GAL	
8	Hard Residue Surface Sealant	40000	GAL	

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:	
Address of Bidder:	
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 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 _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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.

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:

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:

Question and Answers for Bid #1708-188 - ASPHALT EMULSIONS

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **85.**

Meeting Date: 09/12/2017

Executive Session

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
h) Coop District Development

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	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:22 AM
Final Approval Date: 09/07/2017		

Commissioners Court - Regular Session **86.**

Meeting Date: 09/12/2017

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	09/07/2017 09:27 AM
Form Started By: Charlie Crossfield		Started On: 09/07/2017 09:21 AM
Final Approval Date: 09/07/2017		