

**NOTICE TO THE PUBLIC  
WILLIAMSON COUNTY COMMISSIONER'S COURT  
OCTOBER 31ST, 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 – 14 )

5. Discuss, consider and take appropriate action for a line item transfer for the Tax A/C.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0499-003006	Office Equipment	\$1,776.00
To	0100-0499-004505	Software Maintenance	\$1,776.00

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	100.0576.004100	Profesional Services	1000
To	100.0576.004500	Maintenance Services	1000

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

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2011 Ford Crown Victoria, (1) 2008 Dodge Durango, (2) 2007 Dodge Charger's, (1) 2008 Chevy Malibu, (1) 2013 Chevy Tahoe, (1) 2009 Ford Crown Vic, (11) Chair's, (3) TV's, (1) Credenza, (2) Desks, (2) Tables, (8) Filing Shelves, (1) Flag Base, (1) Printer, (1) Box of misc. office supplies, (7) Filing cabinets, (1) Keyboard, (6) Desktops (see attached lists) pursuant to Tx. Local Gov't code 263.152.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (7) Chairs, (1) 2017 Ford Escape, (1) 2006 Ford F150 (see attached lists) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take action on approving the Investment Reports for the Quarter ending September 30, 2017 which was approved by the Investment Committee on October 24, 2017 and the Annual Investment Committee Education Report.
11. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for September 2017 pursuant to Texas Local Government Code §114.026.
12. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City View Bible Church (Traffic control at church in Round Rock)
13. Discuss, consider and take appropriate action on Work Authorization No. 2 in the amount of \$825,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services (General Engineering Consultant (GEC)) between Prime Strategies, Inc. (PSI) and Williamson County dated May 22, 2017 for the Long Range Transportation Plan (L TP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract control.
14. Discuss consider and take appropriate action on approval of the preliminary plat for the Couplandia subdivision - Pct 4

## **REGULAR AGENDA**

15. Hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor, regarding the sale of \$75 million in Road Bonds and any other items relating to bonds.
16. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
17. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Southwest Bypass Segment 1, a Road Bond Project in Commissioner Pct. 3.
18. Discuss, consider, and take appropriate action regarding a Supplemental Standard Utility Agreement between Atmos Energy and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.
19. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archaeological Research for archaeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on the Bagdad Road at CR 278 project, a Road Bond Project in Commissioner Pct. 2.

20. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the RM 620 Phase 2 contract between Williamson County and Half Associates, Inc. relating to the 2013 Road Bond Program. Project: P235. Funding Source: Road Bonds.
21. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the CR 176 @ RM 2243 contract between Williamson County and Rogers Design Services, PLLC relating to the 2013 Road Bond Program. Project: P241. Funding Source: Road Bonds.
22. Discuss, consider and take appropriate action on approving Budget Transfer Request to close LTP Corridor Study (P456) and move the remaining funds of \$16,040 to LTP ROW (P457). Also, to allocate \$10.0 million (\$7.0 from the General Fund budget and \$3.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of \$2.0 million, Corridor A1/FM1660 (P458) of \$2.7 million, Corridor C/SH29 Bypass (P459) of \$0.8 million, Corridor E1/FM3349 (P460) of \$2.5 million, Corridor F/US183 (P461) of \$1.0 million and Corridor H/Sam Bass Road (P462) of \$1.0 million.
23. Discuss, consider and take appropriate action on a Resolution for Condemnation with Doris M. Fuchs, William Gene Fuchs a/k/a William G. Fuchs, David B. Fuchs a/k/a David Fuchs, Karla G. Fuchs and Cheryl D. Fuchs for right of way needed on CR 101 (Parcel 35) Road Bond funding.
24. Discuss, consider and take appropriate action on the creation and authorization of a Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code; adoption of Williamson County Health Care Participation Program Rules and Procedures governing the operations of a Local Provider Participation Program; establish how the revenue derived from those payments may be spent; authorize the Intergovernmental Transfer of the funds derived from those mandatory payments to provide the nonfederal share of the supplemental payment program authorized under the Texas Healthcare Transformation and Quality Improvement Program otherwise known as the 1115 waiver, the Uniform Hospital Rate Improvement Program (UHRIP) and/or as otherwise authorized pursuant to Chapter 292B of the Texas Health & Safety Code; designate one or more banks located in Williamson County, Texas as the depository for mandatory payments received by Williamson County under the Williamson County Health Care Participation Program; and authorize the Presiding Officer of the Williamson County Commissioners Court to execute all documents, certifications, Orders and agreements necessary to create, authorize and fully implement the Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code.
25. Discuss, consider and take appropriate action on setting a Public Hearing at 10:00 AM on Tuesday, November 7, 2017 regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2018 in relation to the Williamson County Health Care Participation Program and establishing how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.
26. Discuss, consider and take appropriate action on approving updates to the Employee Policy Manual.
27. Discuss, consider, and take action on transfer of PCN 1260 from Sheriff's Office (Dept 560) to Juvenile Services (Dept 576) effective date 10/01/2017.
28. Discuss, consider, and take action on transfer of PCN 1061 from Juvenile Services (Dept 576) to Sheriff's Office (Dept 560) effective date 10/01/2017.
29. Discuss and take appropriate action on the opportunity to apply for the State Farm Good Neighbor Citizenship Company Grant for the County Sheriff.

30. Discuss, consider, and take appropriate action extending Billing Services, Proposal #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2017 - November 16, 2018, with DM Medical Billings, LLC.
31. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Concession Services for Expo Center under RFP # 1710-198.
32. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Horse Stalls for Expo Center under IFB # 1710-199.
33. Discuss, consider and take appropriate action on awarding RFQ # 1702-146, for A/E Services for Juvenile Justice Center Expansion to the best qualifying firm, BLDY Inc., and authorizing execution of the professional services agreement.

#### **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)."***

34. 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
  - i) Project Amazon
  - j) Project Valero
35. 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 acquisition of Real Estate for Tower Site.

B. Property or Real Estate owned by Williamson County

- 1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
  - a) Discuss County owned real estate containing underground water rights and interests.
  - b) Discuss possible sale of 183 A excess right of way
  - c) Discuss proposed sale of real estate of Blue Springs Blvd
  - d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
  - e) Discuss wastewater easements in Berry Springs Park
  - f) Discuss Development Agreement with Ashby Capital Investments, LLC
  - g) Discuss sale of County property on Ronald Reagan Blvd.
  - h) Discuss abandonment of County property on CR 123.
  - i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
  - j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
  - k) Discuss possible sale/disposition of a portion of CR 117.
  - l) Discuss possible sale or exchange of property to LCRA.
  - m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

**36.** 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) 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.
- o) 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.
- p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Teexas.
- q) Claim of AT&T Corp. for Damages to Aerial Fiber Optic Cable and Pole at Hwy 29 and CR 366
- r) Williamson County Sheriff's Office Training Center construction issues.
- s) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

- 37. 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).
- 38. 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)

- 39. Discuss and take appropriate action concerning Economic Development.
- 40. Discuss and take appropriate action concerning real estate.
- 41. 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) 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.
  - o) 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.
  - p) Tax Increment Financing Agreement between Williamson County and the City of Hutto with respect to a proposed tax increment reinvestment zone (TIRZ) in Hutto, Texas.

- q) Claim of AT&T Corp. for Damages to Aerial Fiber Optic Cable and Pole at Hwy 29 and CR 366
- r) Williamson County Sheriff's Office Training Center construction issues.
- s) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

- 42.** 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.
  
- 43.** 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:** 10/31/2017

Line item transfer for the Tax Assessor Collector

**Submitted For:** Larry Gaddes

**Submitted By:** Judy Kocian, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action for a line item transfer for the Tax A/C.

**Background**

The Tax Assessor/Collector submitted a budget request for line item 004505 software maintenance to cover annual maintenance for the queuing system. However, the budgeted amount for this line item was approved at a reduced amount which left a deficiency and a required renewal of software maintenance for the Nemo-Q system in all the offices would not be covered. This transfer would allow our office to cover that remaining balance due.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100-0499-003006	Office Equipment	\$1,776.00
To	0100-0499-004505	Software Maintenance	\$1,776.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Judy Kocian

Final Approval Date: 10/27/2017

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

10/25/2017 02:34 PM

10/27/2017 02:56 PM

Started On: 10/20/2017 08:32 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 10/31/2017

Budget Line Item Transfer

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Juvenile Services is requesting the BLI transfer to update the maintenance service agreement for the department's Livescan fingerprinting machine. Current agreement has expired and the department is unable to get the updates and service needed without new agreement.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	100.0576.004100	Profesional Services	1000
To	100.0576.004500	Maintenance Services	1000

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Juvenile Services (Originator)

Form Started By: John Pelczar

Final Approval Date: 10/27/2017

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

10/26/2017 11:41 AM

10/27/2017 02:56 PM

Started On: 10/26/2017 09:56 AM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 10/31/2017

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 tranfers.

**Background**

See attached documentation for details.

**Fiscal Impact**

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

[FY18 Merit C2](#)

[FY18 LIT Merit](#)

[Comp Item](#)

**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 10/26/2017

**Reviewed By**

Tammy Fennell

Wendy Coco

**Date**

10/26/2017 11:34 AM

10/26/2017 11:41 AM

Started On: 10/26/2017 08:49 AM

Department	Position	Emp ID Num	Current Annual Sal	Annual Merit Amt	Merit %	Requested New Annual Sal	Pay Change Reason	Effective Date
Commissioner 4 Office	Office Spec Sr Pct 4.0261.001100.	13502	41612.00	404.02	0.97	42016.02	MERIT	20-Oct-17
Commissioner 4 Office	Exec Asst Com 4.0260.001100.	5561	66092.00	641.68	0.97	66733.68	MERIT	20-Oct-17
Constables 1	Office Spec Sr Const 1.0273.001100.	11967	31836.56	1591.82	5.00	33428.39	MERIT	20-Oct-17
County Judge	Communications Specialist.1677.001100.	11939	52235.04	1567.02	3.00	53802.06	MERIT	20-Oct-17
County Treasurer	Chief Deputy Treasurer.0725.001100.	13867	58327.10	2916.42	5.00	61243.52	MERIT	20-Oct-17
Fleet Services	Service Technician IV.0921.001100.	12499	46951.82	2347.59	5.00	49299.41	MERIT	20-Oct-17
Fleet Services	Inventory Coord II.1188.001100.	13593	40667.12	2033.37	5.00	42700.49	MERIT	20-Oct-17
Fleet Services	Shop Supervisor III.0930.001100.	3280	70620.42	1418.04	2.01	72038.46	MERIT	20-Oct-17
Fleet Services	Inventory Coordinator I.0919.001100.	13807	36912.91	738.00	2.00	37650.91	MERIT	20-Oct-17
Fleet Services	Dir Fleet Svcs Div I.0918.001100.	14044	67213.64	1329.90	1.98	68543.54	MERIT	20-Oct-17
Fleet Services	Service Technician III.0925.001100.	13576	43486.61	1289.99	2.97	44776.60	MERIT	20-Oct-17
Fleet Services	Warehouse Asst I.0917.001100.	13106	37311.50	745.99	2.00	38057.49	MERIT	20-Oct-17
Fleet Services	Electronic Doc Control Spec II.0916.001100.	13134	51910.83	1542.01	2.97	53452.84	MERIT	20-Oct-17
Fleet Services	Service Technician III.0922.001100.	12391	46073.19	1369.99	2.97	47443.18	MERIT	20-Oct-17
Fleet Services	Service Technician IV.0924.001100.	4253	46427.74	928.00	2.00	47355.73	MERIT	20-Oct-17
Fleet Services	Service Technician III.0931.001100.	13718	43066.45	860.99	2.00	43927.44	MERIT	20-Oct-17
Fleet Services	Service Technician IV.0926.001100.	10168	48050.58	1425.01	2.97	49475.59	MERIT	20-Oct-17
Fleet Services	Paint & Body Tech I.0927.001100.	10424	42347.72	847.00	2.00	43194.72	MERIT	20-Oct-17
Fleet Services	Service Tech II.0929.001100.	12409	38875.64	1173.00	3.02	40048.63	MERIT	20-Oct-17
Fleet Services	Service Technician III.0920.001100.	11200	45583.60	911.00	2.00	46494.59	MERIT	20-Oct-17
Fleet Services	Service Technician III.0923.001100.	3980	52583.09	1560.00	2.97	54143.09	MERIT	20-Oct-17
Juvenile Services	Juvenile Supervision Officer II.1097.001100.	13115	37637.16	1129.11	3.00	38766.27	MERIT	3-Nov-17

\*Salary amount may vary slightly due to Oracle rounding

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
<b>From</b>	<b>01-0100-8001-001130</b>	<b>County Judge/Merit</b>	<b>\$ 58,430.86</b>
<b>From</b>	<b>01-0100-8001-002010</b>	<b>County Judge/FICA</b>	<b>\$ 4,469.96</b>
<b>From</b>	<b>01-0100-8001-002020</b>	<b>County Judge/Retirement</b>	<b>\$ 8,145.26</b>
To	01-0100-0400-001100	County Judge/Salaries	\$ 14,449.30
To	01-0100-0400-001101	County Judge/PT Salaries	\$ 1,772.69
To	01-0100-0400-002010	County Judge/FICA	\$ 1,240.98
To	01-0100-0400-002020	County Judge/Retirement	\$ 2,261.36
To	01-0100-0405-001100	Veteran Services/Salaries	\$ 6,641.25
To	01-0100-0405-002010	Veteran Services/FICA	\$ 508.06
To	01-0100-0405-002020	Veteran Services/Retirement	\$ 925.79
To	01-0100-0491-001100	Budget Office/Salaries	\$ 6,695.00
To	01-0100-0491-002010	Budget Office/FICA	\$ 512.17
To	01-0100-0491-002020	Budget Office/Retirement	\$ 933.28
To	01-0100-0665-001100	Extension Service/Salaries	\$ 1,918.68
To	01-0100-0665-002010	Extension Service/FICA	\$ 146.78
To	01-0100-0665-002020	Extension Service/Retirement	\$ 267.46
To	01-0100-0494-001100	Purchasing/Salaries	\$ 1,982.24
To	01-0100-0494-002010	Purchasing/FICA	\$ 151.64
To	01-0100-0494-002020	Purchasing/Retirement	\$ 276.32
To	01-0100-0492-001100	Elections/Salaries	\$ 3,635.32
To	01-0100-0492-002010	Elections/FICA	\$ 278.10
To	01-0100-0492-002020	Elections/Retirement	\$ 506.76
To	01-0100-0215-001100	Infrastructure/Salaries	\$ 4,818.06
To	01-0100-0215-002010	Infrastructure/FICA	\$ 368.58
To	01-0100-0215-002020	Infrastructure/Retirement	\$ 671.64
To	01-0100-0503-001100	Information Technology/Salaries	\$ 4,568.46
To	01-0100-0503-002010	Information Technology/FICA	\$ 349.49
To	01-0100-0503-002020	Information Technology/Retirement	\$ 636.84
To	01-0100-0583-001100	Emergency Services/Salaries	\$ 3,988.66
To	01-0100-0583-002010	Emergency Services/FICA	\$ 305.13
To	01-0100-0583-002020	Emergency Services/Retirement	\$ 556.02
To	01-0100-0402-001100	Human Resources/Salaries	\$ 4,621.76
To	01-0100-0402-002010	Human Resources/FICA	\$ 353.56
To	01-0100-0402-002020	Human Resources/Retirement	\$ 644.27
To	01-0100-0510-001100	Parks/Salaries	\$ 3,339.44
To	01-0100-0510-002010	Parks/FICA	\$ 255.47
To	01-0100-0510-002020	Parks/Retirement	\$ 465.52

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
<b>From</b>	<b>01-0100-8002-001130</b>	<b>County Clerk/Salaries</b>	<b>\$ 26,588.65</b>
<b>From</b>	<b>01-0100-8002-002010</b>	<b>County Clerk/FICA</b>	<b>\$ 2,034.03</b>
<b>From</b>	<b>01-0100-8002-002020</b>	<b>County Clerk/Retirement</b>	<b>\$ 3,706.46</b>
To	01-0100-0403-001100	County Clerk/Salaries	\$ 9,190.38
To	01-0100-0403-002010	County Clerk/FICA	\$ 703.06
To	01-0100-0403-002020	County Clerk/Retirement	\$ 1,281.14
To	01-0100-0404-001100	County Clerk Judicial/Salaries	\$ 17,398.27
To	01-0100-0404-002010	County Clerk Judicial/FICA	\$ 1,330.97
To	01-0100-0404-002020	County Clerk Judicial/Retirement	\$ 2,425.32
<b>From</b>	<b>01-0100-8003-001130</b>	<b>Sheriff's Office/Merit</b>	<b>\$ 98,483.34</b>
<b>From</b>	<b>01-0100-8003-002010</b>	<b>Sheriff's Office/FICA</b>	<b>\$ 7,533.98</b>
<b>From</b>	<b>01-0100-8003-002020</b>	<b>Sheriff's Office/Retirement</b>	<b>\$ 13,728.58</b>
To	01-0100-0560-001100	Sheriff's Office/Salaries	\$ 64,062.18
To	01-0100-0560-002010	Sheriff's Office/FICA	\$ 4,900.76
To	01-0100-0560-002020	Sheriff's Office/Retirement	\$ 8,930.27
To	01-0100-0570-001100	County Jail/Salaries	\$ 34,421.16
To	01-0100-0570-002010	County Jail/FICA	\$ 2,633.22
To	01-0100-0570-002020	County Jail/Retirement	\$ 4,798.31
<b>From</b>	<b>01-0100-8004-001130</b>	<b>Emergency Services/Merit</b>	<b>\$ 237,174.65</b>
<b>From</b>	<b>01-0100-8004-002010</b>	<b>Emergency Services/FICA</b>	<b>\$ 18,143.86</b>
<b>From</b>	<b>01-0100-8004-002020</b>	<b>Emergency Services/Retirement</b>	<b>\$ 33,062.15</b>
To	01-0100-0581-001100	911 Communications/Salaries	\$ 27,924.34
To	01-0100-0581-002010	911 Communications/FICA	\$ 2,136.21
To	01-0100-0581-002020	911 Communications/Retirement	\$ 3,892.65
To	01-0100-0341-001100	Outreach/Salaries	\$ 4,326.40
To	01-0100-0341-002010	Outreach/FICA	\$ 330.97
To	01-0100-0341-002020	Outreach/Retirement	\$ 603.10
To	01-0100-0541-001100	Emergency Management/Salaries	\$ 8,523.84
To	01-0100-0541-002010	Emergency Management/FICA	\$ 652.07
To	01-0100-0541-002020	Emergency Management/Retirement	\$ 1,188.22
To	01-0100-0583-001100	Emergency Services/Salaries	\$ 4,858.42
To	01-0100-0583-002010	Emergency Services/FICA	\$ 371.67
To	01-0100-0583-002020	Emergency Services/Retirement	\$ 677.26
To	01-0100-0587-001100	Wireless Communication/Salaries	\$ 4,469.25
To	01-0100-0587-002010	Wireless Communication/FICA	\$ 341.90
To	01-0100-0587-002020	Wireless Communications/Retirement	\$ 623.01
To	01-0100-0542-001100	Haz-Mat/Salaries	\$ 9,684.74
To	01-0100-0542-002010	Haz-Mat/FICA	\$ 740.88
To	01-0100-0542-002020	Haz-Mat/Retirement	\$ 1,350.05
To	01-0100-0540-001100	EMS/Salaries	\$ 177,387.66
To	01-0100-0540-002010	EMS/FICA	\$ 13,570.16
To	01-0100-0540-002020	EMS/Retirement	\$ 24,727.86
<b>From</b>	<b>01-0100-0436-001130</b>	<b>26th District Court/Merit</b>	<b>\$ 2,688.66</b>
To	01-0100-0436-001100	26th District Court/Salaries	\$ 2,688.66

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
<b>From</b>	<b>01-0100-0437-001130</b>	<b>277th District Court/Merit</b>	<b>\$ 2,967.90</b>
To	01-0100-0437-001100	277th District Court/Salaries	\$ 2,967.90
<b>From</b>	<b>01-0100-0438-001130</b>	<b>368th District Court/Merit</b>	<b>\$ 2,715.44</b>
To	01-0100-0438-001100	368th District Court/Salaries	\$ 2,715.44
<b>From</b>	<b>01-0100-0439-001130</b>	<b>395th District Court/Merit</b>	<b>\$ 2,967.90</b>
To	01-0100-0439-001100	395th District Court/Salaries	\$ 2,967.90
<b>From</b>	<b>01-0100-0441-001130</b>	<b>425th District Court/Merit</b>	<b>\$ 2,688.66</b>
To	01-0100-0441-001100	425th District Court/Salaries	\$ 2,688.66
<b>From</b>	<b>01-0100-0435-001130</b>	<b>All District Courts/Merit</b>	<b>\$ 1,756.92</b>
To	01-0100-0435-001100	All District Courts/Salaries	\$ 1,756.92
<b>From</b>	<b>01-0545-0545-001130</b>	<b>Animal Shelter/Merit</b>	<b>\$ 19,761.89</b>
To	01-0545-0545-001100	Regional Animal Shelter/Salaries	\$ 19,134.53
To	01-0545-0545-001101	Regional Animal Shelter/PT Salaries	\$ 627.36
<b>From</b>	<b>01-0546-0546-001130</b>	<b>Animal Shelter Donation/Merit</b>	<b>\$ 746.84</b>
To	01-0546-0546-001100	Reg Animal Shelter Donation/Salaries	\$ 746.84
<b>From</b>	<b>01-0100-0495-001130</b>	<b>County Auditor/Merit</b>	<b>\$ 30,732.70</b>
To	01-0100-0495-001100	County Auditor/Salaries	\$ 30,732.70
<b>From</b>	<b>01-0885-0885-001130</b>	<b>WSMN CO Benefits/Merit</b>	<b>\$ 3,186.56</b>
To	01-0885-0885-001100	WSMN CO Benefits/Salaries	\$ 3,186.56
<b>From</b>	<b>01-0100-0211-001130</b>	<b>Commissioner Pct 1/Merit</b>	<b>\$ 3,145.81</b>
To	01-0100-0211-001100	Commissioner Pct 1/Salaries	\$ 3,145.81
<b>From</b>	<b>01-0100-0212-001130</b>	<b>Commissioner Pct 2/Merit</b>	<b>\$ 4,707.05</b>
To	01-0100-0212-001100	Commissioner Pct 2/Salaries	\$ 4,707.05
<b>From</b>	<b>01-0100-0213-001130</b>	<b>Commissioner Pct 3/Merit</b>	<b>\$ 4,039.58</b>
To	01-0100-0213-001100	Commissioner Pct 3/Salaries	\$ 4,039.58
<b>From</b>	<b>01-0100-0214-001130</b>	<b>Commissioner Pct 4/Merit</b>	<b>\$ 3,137.04</b>
To	01-0100-0214-001100	Commissioner Pct 4/Salaries	\$ 3,137.04
<b>From</b>	<b>01-0508-0508-001130</b>	<b>Conservation Fund/Merit</b>	<b>\$ 3,288.53</b>
To	01-0508-0508-001100	Conservation Fund/Salaries	\$ 3,288.53
<b>From</b>	<b>01-0100-0551-001130</b>	<b>Constable Pct 1/Merit</b>	<b>\$ 2,721.18</b>
To	01-0100-0551-001100	Constable Pct 1/Salaries	\$ 2,721.18
<b>From</b>	<b>01-0100-0552-001130</b>	<b>Constable Pct 2/Merit</b>	<b>\$ 3,925.65</b>
To	01-0100-0552-001100	Constable Pct 2/Salaries	\$ 3,925.65
<b>From</b>	<b>01-0100-0553-001130</b>	<b>Constable Pct 3/Merit</b>	<b>\$ 4,530.86</b>
To	01-0100-0553-001100	Constable Pct 3/Salaries	\$ 4,530.86
<b>From</b>	<b>01-0100-0554-001130</b>	<b>Constable Pct 4/Merit</b>	<b>\$ 4,565.85</b>
To	01-0100-0554-001100	Constable Pct 4/Salaries	\$ 4,565.85
<b>From</b>	<b>01-0100-0475-001130</b>	<b>County Attorney/Merit</b>	<b>\$ 82,642.87</b>
To	01-0100-0475-001100	County Attorney/Salaries	\$ 82,642.87
<b>From</b>	<b>01-0384-0384-001130</b>	<b>RCDS Archive Co Clerk/Merit</b>	<b>\$ 5,188.29</b>
To	01-0384-0384-001100	RCDS Archive Co Clerk/Salaries	\$ 5,188.29
<b>From</b>	<b>01-0385-0385-001130</b>	<b>RCDS MGMT CO Clerk/Merit</b>	<b>\$ 9,829.73</b>
To	01-0385-0385-001100	RCDS Archive Co Clerk/Salaries	\$ 9,829.73
<b>From</b>	<b>01-0100-0426-001130</b>	<b>County Court at Law 1/Merit</b>	<b>\$ 4,701.09</b>
To	01-0100-0426-001100	County Court at Law 1/Salaries	\$ 4,701.09

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
<b>From</b>	<b>01-0100-0427-001130</b>	<b>County Court at Law 2/Merit</b>	<b>\$ 6,527.89</b>
To	01-0100-0427-001100	County Court at Law 2/Salaries	\$ 6,527.89
<b>From</b>	<b>01-0100-0428-001130</b>	<b>County Court at Law 3/Merit</b>	<b>\$ 7,691.85</b>
To	01-0100-0428-001100	County Court at Law 3/Salaries	\$ 7,691.85
<b>From</b>	<b>01-0100-0429-001130</b>	<b>County Court at Law 4/Merit</b>	<b>\$ 9,449.99</b>
To	01-0100-0429-001100	County Court at Law 4/Salaries	\$ 9,449.99
<b>From</b>	<b>01-0100-0497-001130</b>	<b>County Treasurer/Merit</b>	<b>\$ 2,916.42</b>
To	01-0100-0497-001100	County Treasurer/Salaries	\$ 2,916.42
<b>From</b>	<b>01-0100-0440-001130</b>	<b>District Attorney/Merit</b>	<b>\$ 57,021.22</b>
To	01-0100-0440-001100	District Attorney/Salaries	\$ 57,021.22
<b>From</b>	<b>01-0100-0450-001130</b>	<b>District Clerk/Merit</b>	<b>\$ 32,052.24</b>
To	01-0100-0450-001100	District Clerk/Salaries	\$ 32,052.24
<b>From</b>	<b>01-0387-0387-001130</b>	<b>District Clerk/Merit</b>	<b>\$ 561.33</b>
To	01-0387-0387-001101	Records Technology District/PT Salaries	\$ 561.33
<b>From</b>	<b>01-0100-0492-001130</b>	<b>Elections/Merit</b>	<b>\$ 11,388.92</b>
To	01-0100-0492-001100	Elections/Salaries	\$ 8,519.81
To	01-0100-0492-001101	Elections/PT Salaries	\$ 2,869.11
<b>From</b>	<b>01-0100-0402-001130</b>	<b>Human Resources/Merit</b>	<b>\$ 15,228.73</b>
To	01-0100-0402-001100	Human Resources/Salaries	\$ 15,228.73
<b>From</b>	<b>01-0100-0503-001130</b>	<b>Information Technology/Merit</b>	<b>\$ 54,893.51</b>
To	01-0100-0503-001100	Information Technology/Salaries	\$ 54,893.51
<b>From</b>	<b>01-0100-0452-001130</b>	<b>JP Pct 2/Merit</b>	<b>\$ 11,822.03</b>
To	01-0100-0452-001100	JP Pct 2/Salaries	\$ 11,822.03
<b>From</b>	<b>01-0100-0453-001130</b>	<b>JP Pct 3/Merit</b>	<b>\$ 17,630.32</b>
To	01-0100-0453-001100	JP Pct 3/Salaries	\$ 17,630.32
<b>From</b>	<b>01-0100-0454-001130</b>	<b>JP Pct 4/Merit</b>	<b>\$ 14,583.26</b>
To	01-0100-0454-001100	JP Pct 4/Salaries	\$ 14,583.26
<b>From</b>	<b>01-0100-0576-001130</b>	<b>Juv Services/Merit</b>	<b>\$ 145,210.98</b>
To	01-0100-0576-001100	Juv Services/Salaries	\$ 145,210.98
<b>From</b>	<b>01-0100-0510-001130</b>	<b>Parks/Merit</b>	<b>\$ 24,350.38</b>
To	01-0100-0510-001100	Parks/Salaries	\$ 23,072.46
To	01-0100-0510-001101	Parks/PT Salaries	\$ 1,277.92
<b>From</b>	<b>01-0100-0494-001130</b>	<b>Purchasing/Merit</b>	<b>\$ 9,421.40</b>
To	01-0100-0494-001100	Purchasing/Salaries	\$ 9,421.40
<b>From</b>	<b>01-0507-0507-001130</b>	<b>RCS/Merit</b>	<b>\$ 5,255.75</b>
To	01-0507-0507-001100	RCS/Salaries	\$ 5,255.75
<b>From</b>	<b>01-0100-0499-001130</b>	<b>Tax Assessor/Merit</b>	<b>\$ 62,258.79</b>
To	01-0100-0499-001100	Tax Assessor/Salaries	\$ 59,526.77
To	01-0100-0499-001101	Tax Assessor/PT Salaries	\$ 2,732.02
<b>From</b>	<b>01-0367-0367-001130</b>	<b>JP Pct 3 Truancy/Merit</b>	<b>\$ 1,008.89</b>
To	01-0367-0367-001101	Truancy/PT Salaries	\$ 1,008.89

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Sheriff's Office	1293	Vacant	\$61,248.49	\$54,491.26	-\$6,757.23	-11.03%	Decrease vacant position salary	10/20/2017
Sheriff's Office	1368	Vacant	\$64,923.99	\$71,681.22	\$6,757.23	10.41%	Increase vacant position salary from PCN 1293 to accommodate tenure	10/20/2017
Sheriff's Office	1309	14184	\$55,474.65	\$56,584.14	\$1,109.49	2.00%	Salary step increase; to accommodate 6 month tenure granted during budget	10/20/2017
Sheriff's Office	1256	Vacant	\$68,975.75	\$65,776.10	-\$3,199.65	-4.64%	Decrease vacant position salary	10/20/2017
Sheriff's Office	1277	14333	\$52,275.00	\$55,474.65	\$3,199.65	6.12%	Salary step increase: to accommodate tenure from PCN 1256	10/20/2017
Juvenile Services	1165	13293	\$56,778.39	\$58,481.54	\$1,703.15	3.00%	Merit	11/3/2017
Juvenile Grant	1031	13441	\$45,601.55	\$46,969.58	\$1,368.03	3.00%	Merit	11/3/2017
Juvenile Grant	1025	13515	\$40,905.03	\$42,132.19	\$1,227.16	3.00%	Merit	11/3/2017
Information Systems	0090	14337	\$40,776.58	\$41,184.33	\$407.75	1.00%	Merit	10/20/2017
Purchasing	1805	Vacant	\$42,391.76	\$42,391.76	\$0.00	N/A	Title, Grade Change: Purchasing Specialist II (B.22) to Purchasing Specialist III (B.24); as originally approved for FY18 Budget	10/20/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 10/31/2017

Asset Auction 10/31/2017

**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 (1) 2011 Ford Crown Victoria, (1) 2008 Dodge Durango, (2) 2007 Dodge Charger's, (1) 2008 Chevy Malibu, (1) 2013 Chevy Tahoe, (1) 2009 Ford Crown Vic, (11) Chair's, (3) TV's, (1) Credenza, (2) Desks, (2) Tables, (8) Filing Shelves, (1) Flag Base, (1) Printer, (1) Box of misc. office supplies, (7) Filing cabinets, (1) Keyboard, (6) Desktops (see attached lists) pursuant to Tx. Local Gov't code 263.152.

**Background**

**Fiscal Impact**

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

- [Asset Auction 1](#)
- [Asset Auction 2](#)
- [Asset Auction 3](#)
- [Asset Auction 4](#)
- [Asset Auction 5](#)
- [Asset Auction 6](#)
- [Asset Auction 7](#)
- [Asset Auction 8](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Jayme Jasso  
 Final Approval Date: 10/26/2017








**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM  
 Started On: 10/26/2017 09:07 AM








## Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	560 - Sheriffs Office
County VIN/Serial Number	2FABP7BV5BX137662
Equipment/Door Number	SA1114
License Plate	1110310
Year	2011
Make	FORD
Model	CROWN VIC
Comments	120,417 miles
Elected Official/Department Head/Authorized Staff Digital Signature	 Hoby Smith 9/19/2017 12:33 PM
Department Transfer	
Receiving Department Signature	
Budget Office Signature Acknowledgement	
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	120,417
Authorized Fleet Staff Digital Signature	 Kevin Teller 10/16/2017 11:31 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 10/19/2017 2:52 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 10/20/2017 4:15 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 2:50 PM

Human Resources

Created by Williamson County Technology Services








## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	581 - 911 Communications
County VIN/Serial Number	1D8HB48N88F133328
Equipment/Door Number	9B-0882
License Plate	120-3086
Year	2008
Make	DODGE
Model	DURANGO
Comments	LIFE CYCLED OUT OF FLEET MILES 100561 GRANT TRACKING NUMBER TX246 0047 WITH EXTENDEBED COMMAND SLIDE MDL. EBL 840 SER. NO. E 6991 GRANT TRACKING NUMBER TX246 0045
Elected Official/Department Head/Authorized Staff Digital Signature	 Michael Wright 9/14/2017 11:44 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 9/14/2017 3:45 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 10/16/2017 9:28 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	 Angela Schmidt 10/20/2017 4:33 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 2:53 PM

Human Resources

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## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	576 - Juvenile Services
County VIN/Serial Number	2B3KA43R97H714420
Equipment/Door Number	JA 0787-5787
License Plate	117-1336
Year	2007
Make	DODGE
Model	CHARGER
Comments	107,911
Elected Official/Department Head/Authorized Staff Digital Signature	 John Pelczar 10/18/2017 7:30 PM
Department Transfer	
Receiving Department Signature	
Budget Office Signature Acknowledgement	
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	107,911
Authorized Fleet Staff Digital Signature	 Kevin Teller 10/16/2017 11:21 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 10/17/2017 3:39 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	 Angela Schmidt 10/20/2017 4:37 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 3:29 PM

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## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	576 - Juvenile Services
County VIN/Serial Number	1G1ZS58N88F107491
Equipment/Door Number	JA 0892
License Plate	DYC-3802
Year	2008
Make	CHEVROLET
Model	MALIBU
Comments	113,110 miles
Elected Official/Department Head/Authorized Staff Digital Signature	✓ John Pelczar 10/18/2017 7:31 PM
Department Transfer	
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	113,110
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/16/2017 11:10 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 10/17/2017 3:42 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	✓ Angela Schmidt 10/20/2017 4:40 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✓ Jayme Jasso 10/23/2017 3:31 PM

Human Resources

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## Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY: see comments
Department	576 - Juvenile Services
County VIN/Serial Number	2B3KA43R57H714415
Equipment/Door Number	JA 0784
License Plate	117-1333
Year	2007
Make	DODGE
Model	CHARGER
Comments	109,975
Elected Official/Department Head/Authorized Staff Digital Signature	 John Pelczar 10/18/2017 7:31 PM
Department Transfer	
Receiving Department Signature	
Budget Office Signature Acknowledgement	
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	109,975
Authorized Fleet Staff Digital Signature	 Kevin Teller 10/16/2017 10:52 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 10/17/2017 3:44 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 10/20/2017 4:46 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 3:34 PM

Human Resources

Created by Williamson County Technology Services








## Vehicle Status Change

Reason for Status Change	HIGH MILEAGE: List actual mileage in comments below
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E02DR262314
Equipment/Door Number	SB1326
License Plate	1156600
Year	2013
Make	CHEVROLET
Model	TAHOE
Comments	129,046 miles
Elected Official/Department Head/Authorized Staff Digital Signature	 Hoby Smith 9/19/2017 12:33 PM
Department Transfer	
Receiving Department Signature	
Budget Office Signature Acknowledgement	
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	129,653
Authorized Fleet Staff Digital Signature	 Kevin Teller 10/16/2017 2:23 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 10/17/2017 3:45 PM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	 Angela Schmidt 10/20/2017 4:49 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 3:39 PM

Human Resources

Created by Williamson County Technology Services

## Vehicle Status Change

Reason for Status Change	ACCIDENT: see comments
Department	560 - Sheriffs Office
County VIN/Serial Number	2FAHP71V59X117871
Equipment/Door Number	SA0941
License Plate	1082320
Year	2009
Make	FORD
Model	CROWN VIC
Comments	Cost of repair (\$1200.00) exceeds auction value ; 98,191 miles
Elected Official/Department Head/Authorized Staff Digital Signature	 Hoby Smith 9/19/2017 12:30 PM
Department Transfer	
Receiving Department Signature	
Budget Office Signature Acknowledgement	
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Repair cost exceeds auction value. Estimate approx \$1200.
Authorized Fleet Staff Digital Signature	 Kevin Teller 9/19/2017 1:00 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 10/16/2017 9:33 AM
To be completed by Auditor's Office	
Electronic Signature indicates the Vehicle Status Change has been reviewed and approved.	
Auditor's Authorized Employee Digital Signature	 Angela Schmidt 10/20/2017 4:34 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	 Jayme Jasso 10/23/2017 2:57 PM

Human Resources

Created by Williamson County Technology Services

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Hon Co. Maroon Chair	2402MHH		Working <span style="float: right;">▼</span>
				<span style="float: right;">▼</span>
				<span style="float: right;">▼</span>
				<span style="float: right;">▼</span>
				<span style="float: right;">▼</span>

**Parties involved:**

**FROM** (Transferor Department): Williamson County Veteran Services

---

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

Donna Harrell  
 \_\_\_\_\_  
 Print Name

*Donna Harrell*  
 \_\_\_\_\_  
 Signature

**Contact Person:**

Geoffrey Freeman  
 \_\_\_\_\_  
 Print Name

5129431900  
 \_\_\_\_\_  
 Date Phone Number

---

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

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

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED

OCT 20 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

### Forward to County Auditor's Office

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

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

# Williamson County Asset Status Change Form

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

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

**Asset List:**

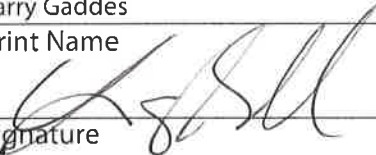
Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Memorex Television Model No. MVDT2002A (DVD and VHS)	S/N: 067460306922	N/A	Working
1	Memorex Television Model No. MVDT2002A (DVD and VHS)	S/N: 067160218019B	N/A	Working
10	Task chairs: blue fabric, maroon fabric, black mesh, black leather	N/A	N/A	Working
1	5 ft. credenza	N/A	N/A	Working
2	5 ft. desks	N/A	N/A	Working

**Parties involved:**

**FROM** (Transferor Department): Tax Assessor/Collector

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

Larry Gaddes  
Print Name



Signature

October 17, 2017

Date

**Contact Person:**

Judy Kocian

Print Name

+1 (512) 943-1954

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.)

Tony Hill  
Print Name

Signature

Date

**Contact Person:**

RECEIVED

Tony Hill

Print Name

OCT 20 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 \_\_\_\_\_

# Williamson County

## Asset Status Change Form

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

- |   |   |
|---|---|
| <input type="radio"/> TRANSFER bet ween county departments<br><input checked="" type="radio"/> SALE at the earliest auction *<br><input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> DONATION to a non-county entity<br><input type="radio"/> DESTRUCTION due to Public Health / Safety<br><input type="radio"/> 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	Small white work table	N/A	N/A	Working
1	Metal postage table	N/A	N/A	Working

**Parties involved:**

**FROM** (Transferor Department): Tax Assessor/Collector

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

Larry Gaddes

Print Name



Signature

October 17, 2017

Date

**Contact Person:**

Judy Kocian

Print Name

+1 (512) 943-1954

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.)

Tony Hill

Print Name



Signature

Date

**Contact Person:**

Tony Hill

Print Name

Phone Number

RECEIVED

OCT 20 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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

<input type="radio"/> TRANSFER bet ween county departments <input checked="" type="radio"/> SALE at the earliest auction * <input type="radio"/> TRADE-IN for new assets of similar type for the county	<input type="radio"/> DONATION to a non-county entity <input type="radio"/> DESTRUCTION due to Public Health / Safety <input type="radio"/> 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)
8	Beige Metal Filing Shelves			Working
1	Flag Base			Working
1	Emerson TV w/VHS player		A108361	Working
1	HP Laser Jet Printer	CB509A SN CNDY 345804		Working
1	Box of Misc Office Supplies			Working

**Parties involved:**

**FROM** (Transferor Department): JP #2

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

Judge Edna Staudt

Print Name



Signature

**Contact Person:**

Sheri Friedman

Print Name

+1 (512) 260-4253

Date Phone Number

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

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

Print Name

**Contact Person:**

RECEIVED

Print Name

OCT 20 2017

Signature

Date 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 \_\_\_\_\_

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**


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

**Parties involved:**

**FROM** (Transferor Department): JP # 2

---

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

Judge Edna Staudt  
 Print Name \_\_\_\_\_  
 Signature  \_\_\_\_\_  
 Date \_\_\_\_\_

**Contact Person:**

Sheri Friedman  
 Print Name \_\_\_\_\_  
 +1 (512) 260-4253  
 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 \_\_\_\_\_  
 Phone Number \_\_\_\_\_

OCT 20 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

### Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	7 shelf metal filing cabinet			Working
1	6 shelf metal filing cabinet			Working
1	Logitech wireless keyboard			Non-Working

**Parties involved:**

**FROM** (Transferor Department): County Attorney

---

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

Dee Hobbs  
 \_\_\_\_\_  
 Print Name

*Dee Hobbs*  
 \_\_\_\_\_  
 Signature

10-17-17  
 \_\_\_\_\_  
 Date

**Contact Person:**

Stephanie Lloyd  
 \_\_\_\_\_  
 Print Name

943-1116  
 \_\_\_\_\_  
 Phone Number

---

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

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

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Contact Person:**

RECEIVED

OCT 20 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone Number

---

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

## Forward to County Auditor's Office

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

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

# Williamson County Asset Status Change Form

Print Form

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

- |   |   |
|---|---|
| <input type="radio"/> TRANSFER bet ween county departments<br><input checked="" type="radio"/> SALE at the earliest auction *<br><input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> DONATION to a non-county entity<br><input type="radio"/> DESTRUCTION due to Public Health / Safety<br><input type="radio"/> 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	Optiplex 7010	DY318Y1		Working
1	Opti 790	BRRWKS1		Working
1	Vostro 1510	5X5RGJ1		Working
1	Opti 780 - missing RAM	GMZCDP1		Non-Working
2	Opti 780	GN0CDP1, GMZBDP1		Working

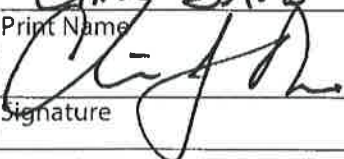
**Parties involved:**

**FROM** (Transferor Department): ELECTIONS

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

**Authorized Staff:**

**Contact Person:**

CHRIS DAVIS  
 Print Name  
  
 Signature

Julie Seippel  
 Print Name  
10/16/17 (512) 943-1631  
 Date Phone Number

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

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

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

**Contact Person:**

Print Name

Print Name

RECEIVED

Signature

Date

Phone Number

OCT 17 2017

\* 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.

AUDITOR'S OFFICE  
WILLIAMSON COUNTY TEXAS

## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 10/31/2017

Asset Transfer 10/31/2017

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (7) Chairs, (1) 2017 Ford Escape, (1) 2006 Ford F150 (see attached lists) pursuant to Tx. Local Gov't code 263.152.

**Background**

**Fiscal Impact**

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

[Asset Transfer 1](#)

[Asset Transfer 2](#)

[Asset Transfer 3](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM

Started On: 10/26/2017 09:27 AM

# Williamson County Asset Status Change Form

Print Form

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

TRANSFER bet ween county departments     
  DONATION to a non-county entity  
 SALE at the earllest auction \*     
  DESTRUCTION due to Public Health / Safety  
 TRADE-IN for new assets of similar type for the county     
  SALE to a government ently / 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)
7	Black High Back Task Chairs			

**Parties involved:**

**FROM** (Transferor Department): Justice of the Peace, Pct. #3

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

Bill Gravel Jr.

Print Name

*Bill Gravel Jr.*

Signature



10-18-17

Date

**Contact Person:**

Melissa Goins

Print Name

+1 (512) 943-1508

Phone Number

**TO** (Transferee Department/Auction/Trade-In/Donee): Sheriff's Department

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

Robert Chody

Print Name

*x [Signature]*

Signature

10/18/17

Date

**Contact Person:**

Kathy Meyer

Print Name

+1 (512) 943-1402

Phone Number

RECEIVED

OCT 19 2017

\* 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.

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

## Forward to County Auditor's Office

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

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

## Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	560 - Sheriffs Office
County VIN/Serial Number	1FMCU0F76HUA25216
Equipment/Door Number	SB1701
License Plate	HKR7825
Year	2017
Make	FORD
Model	ESCAPE
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Hoby Smith 9/21/2017 4:54 PM
Department Transfer	
Receiving Department	570 - Jail
Receiving Department Signature	✔ Chris Watts 9/26/2017 3:56 PM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 10/17/2017 8:19 AM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from 560 to 570
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/17/2017 9:10 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	✘
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 10/20/2017 4:08 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/23/2017 2:41 PM
Receiving Department	570 - Jail

Human Resources

Created by Williamson County Technology Services

## Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	560 - Sheriffs Office
County VIN/Serial Number	1FTRX12W16KC90224
Equipment/Door Number	SB0612
License Plate	BXM1822
Year	2006
Make	FORD
Model	F150
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Hoby Smith 9/21/2017 4:53 PM
Department Transfer	
Receiving Department	570 - Jail
Receiving Department Signature	✔ Chris Watts 9/26/2017 4:04 PM
Budget Office Signature Acknowledgement	✔ Ashlie Koenig 10/17/2017 8:18 AM
To be completed by Fleet Services Manager	
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from 560 to 570
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/17/2017 9:05 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 10/19/2017 2:57 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 10/20/2017 4:10 PM
To be completed by Purchasing Department	
Purchasing Department Signature Acknowledgement	✔ Jayme Jasso 10/23/2017 2:44 PM
Receiving Department	570 - Jail

Human Resources

Created by Williamson County Technology Services

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 10/31/2017

Investment Report for 4th Qtr FY 2017

**Submitted For:** David Heselmeyer

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

**Department:** County Treasurer

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take action on approving the Investment Reports for the Quarter ending September 30, 2017 which was approved by the Investment Committee on October 24, 2017 and the Annual Investment Committee Education Report.

**Background**

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**Fiscal Impact**

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

[Investment Report 4-17](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 10/25/2017

**Reviewed By**

Wendy Coco

**Date**

10/25/2017 02:34 PM

Started On: 10/24/2017 11:08 AM

**FirstSouthwest**  
**AssetManagement**  
A Hilltop Holdings Company.



**Investment Portfolio Summary**

**Williamson County**



**For the Quarter Ended**

**September 30, 2017**

Prepared by  
FirstSouthwest Asset Management

**MARKET RECAP -SEPTEMBER 2017:**

**Report Name**

- Certification Page
- Executive Summary
- Benchmark Comparison
- Detail of Security Holdings
- Change in Value
- Earned Income
- Investment Transactions
- Amortization and Accretion
- Projected Fixed Income Cash Flows

As September began the nation was focused on the devastation wrought by Hurricane Harvey along the Texas Gulf coast, followed quickly by fears of what Hurricane Irma would bring in Florida. But as Houston and the surrounding area began to dry out and Irma did less damage than initially feared, market focus shifted back to economic data, geopolitics, and the Fed. The August employment report showed nonfarm payrolls rose by just +156k in August, falling short of the +180k median forecast, while the previous two months were revised downward by a combined -41k. The unemployment rate climbed from 4.3% to 4.4% while average hourly earnings rose +0.1%, half the expected +0.2% gain, holding the year-over-year increase at a tepid +2.5%. The ISM manufacturing index climbed from 56.3 to 58.8, the highest level in more than six years. The non-manufacturing ISM survey showed the outlook for purchasing managers in the service sector had improved in August, rising from an 11-month low of 53.9 to 55.3. An unexpected decline in August retail sales and downward revisions to the previous two months indicate Americans tempered their spending during the summer months. Retail sales fell -0.2% in August, well below the +0.1% median forecast. The retail sales control group, used in GDP calculations, fell by -0.1% in August while July's original +0.6% showing was revised down to +0.3% suggesting weaker economic growth and refuting the notion that August's sluggishness could be blamed on Harvey. The August Consumer Price Index (CPI) rose +0.4% due in part to higher energy prices, while core CPI rose +0.2%, the biggest advance since February. On a year-on-year basis, the headline consumer inflation rate rose from +1.7% to +1.9%, while core CPI was unchanged at +1.7%. Energy prices are likely to move higher in September as the hurricane effects assert themselves. In fact, hurricane effects will be skewing a wide range of data in the coming months.

In other news, Congress came together long enough to pass a hurricane relief bill that included a continuing resolution to fund the government through mid-December, as well as a debt ceiling suspension that kicks the can down the road until the second quarter of 2018. North Korea detonated a hydrogen bomb estimated to be 10 times the strength of the nuclear bomb dropped on Hiroshima. This threat and the bombastic rhetoric between President Trump and Kim Jong-Un is ongoing. The FOMC's September meeting went exactly as expected with the Fed electing to hold the fed funds rate unchanged within a target range of 1.0% to 1.25% and also announcing a late October start date for the gradual reduction of its \$4.5 trillion portfolio. Somewhat surprisingly, the Fed dot plot continues to call for another 25 basis point rate hike before the end of this year, three more 25 basis point hikes in 2018, two in 2019 and one in 2020. The message from the FOMC was slightly more hawkish than markets had expected and the result was a sell-off in bonds that sent yields sharply higher through month end. The two-year Treasury note, after reaching a low of 1.27% in early September, closed the month at 1.49% while the ten-year went from 2.04% to 2.34%. Stock markets continued their march higher with all three of the major indices closing September at, or very near, record highs.

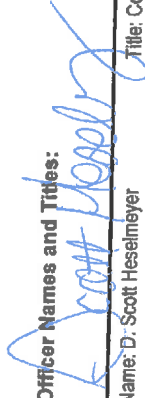
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**For the Quarter Ended**  
**September 30, 2017**

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

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

Officer Names and Titles:



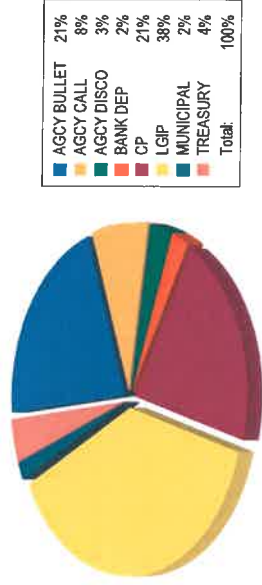
Name: D. Scott Heselmeier

Title: County Treasurer

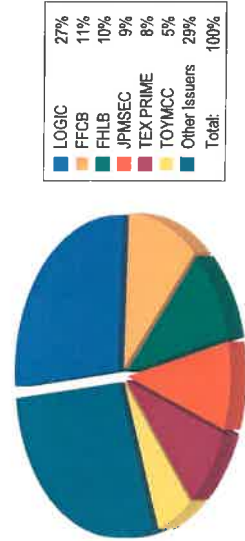
**Account Summary**

	Beginning Values as of 06/30/17	Ending Values as of 09/30/17
Par Value	490,886,154.73	420,633,971.66
Market Value	490,165,512.05	420,189,303.17
Book Value	490,466,886.98	420,429,888.38
Unrealized Gain/(Loss)	(301,374.93)	(240,585.21)
<b>Market Value %</b>	<b>99.94%</b>	<b>99.94%</b>
Weighted Avg. YTW	1.140%	1.199%
Weighted Avg. YTM	1.140%	1.199%

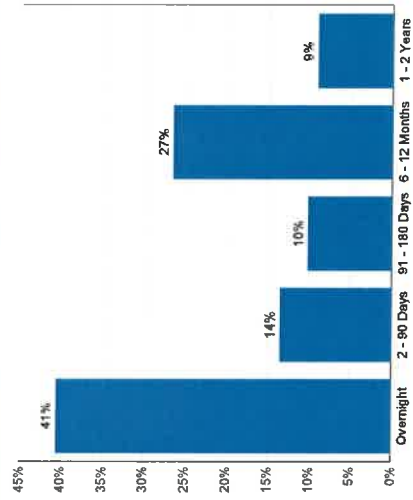
**Allocation by Security Type**



**Allocation by Issuer**

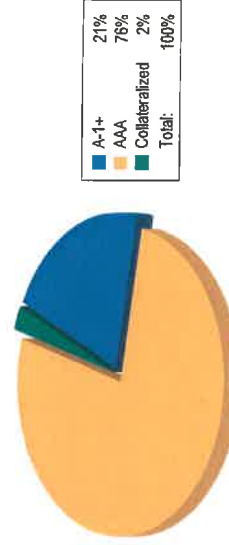


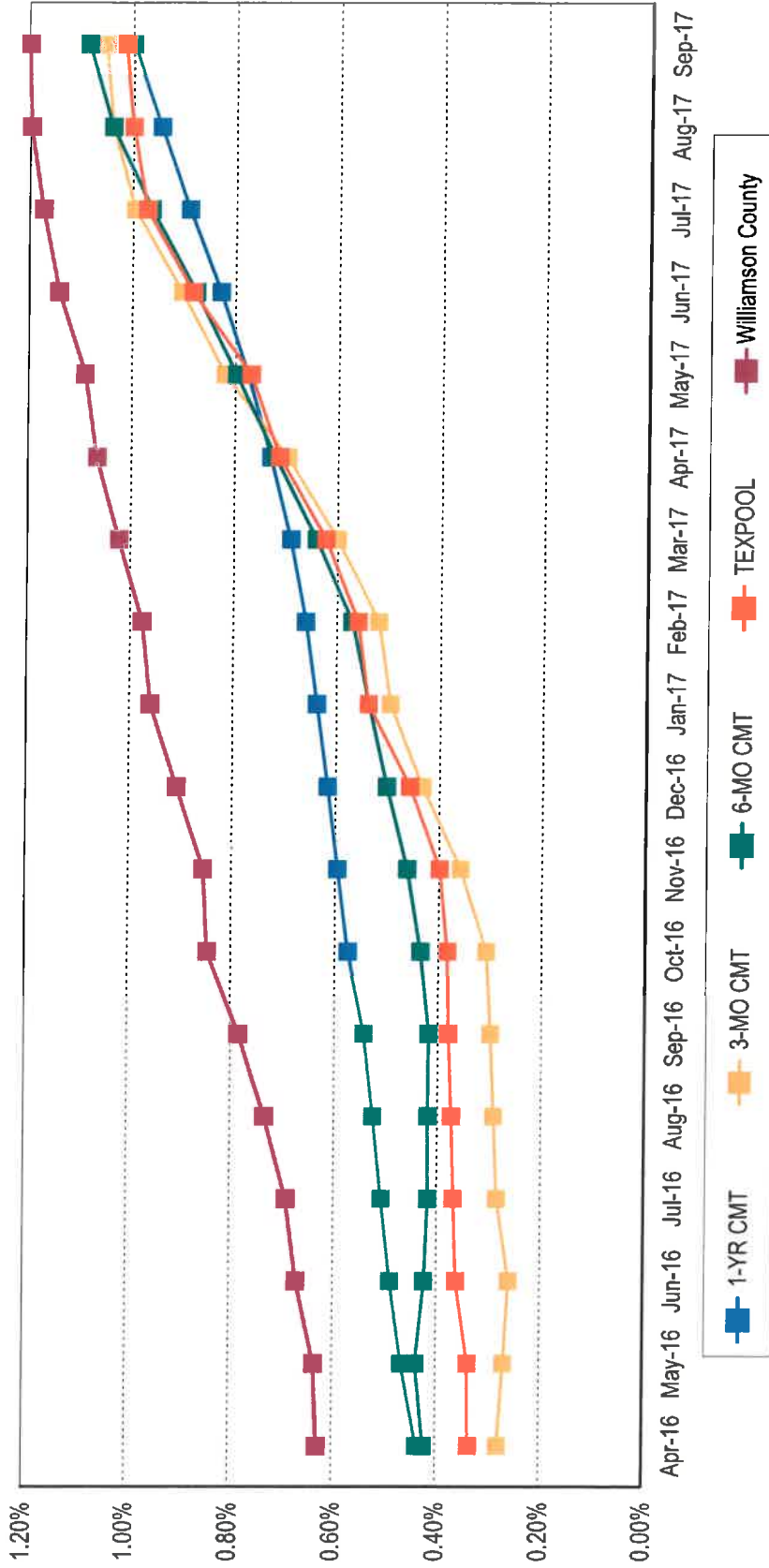
**Maturity Distribution %**



Weighted Average Days to Maturity: 121

**Credit Quality**





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

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



CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2013 Park Bond</b>																	
LOGIC		LGIP	LOGIC					17,179,896.95	100.000	17,179,896.95	17,179,896.95	100.000	17,179,896.95	1		1.283	1.283
92181NYF8	04/13/17	CP - DISC	Vanderbilt Univ		11/15/17			5,000,000.00	99.262	4,983,100.00	4,992,312.50	99.844	4,992,205.00	46		1.239	1.239
46840QC25	06/09/17	CP - DISC	J.P.Morgan Sec		03/02/18			5,000,000.00	98.958	4,947,908.33	4,970,233.35	99.401	4,970,040.00	153		1.425	1.425
<b>Total for 2013 Park Bond</b>									<b>99.673</b>	<b>27,090,905.28</b>	<b>27,142,442.80</b>	<b>99.862</b>	<b>27,142,141.95</b>	<b>37</b>		<b>1.301</b>	<b>1.301</b>
<b>2013 Road Bond</b>																	
LOGIC		LGIP	LOGIC					36,600,170.90	100.000	36,600,170.90	36,600,170.90	100.000	36,600,170.90	1		1.283	1.283
79584JXS0	07/28/17	CP - DISC	Salvation Army		10/26/17			2,000,000.00	99.688	1,993,750.00	1,998,263.88	99.912	1,998,240.00	26		1.254	1.254
46840PZ14	03/07/17	CP - DISC	J.P.Morgan Sec		12/01/17			5,000,000.00	98.954	4,947,694.44	4,988,188.90	99.785	4,989,235.00	62		1.415	1.415
742651DK5	10/04/16	AGCY BULET	PEFCO	2.250	12/15/17			5,955,000.00	101.701	6,056,294.55	5,972,446.84	100.166	5,964,879.35	76		0.819	0.819
89233GZF6	03/24/17	CP - DISC	Toyota Mfr Cr		12/15/17			4,000,000.00	98.995	3,959,804.44	3,988,666.68	99.736	3,989,444.00	76		1.374	1.374
89233HA46	04/11/17	CP - DISC	Toyota Mfr Cr		01/04/18			8,000,000.00	99.002	7,920,195.56	7,971,711.12	99.659	7,972,696.00	96		1.354	1.354
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury	0.750	02/28/18			6,000,000.00	99.652	5,979,140.63	5,991,117.84	99.820	5,989,218.00	151		1.109	1.109
46840QC58	06/12/17	CP - DISC	J.P.Morgan Sec		03/05/18			5,000,000.00	98.958	4,947,908.33	4,969,645.85	99.374	4,968,710.00	156		1.425	1.425
46840QCL3	06/25/17	CP - DISC	J.P.Morgan Sec		03/20/18			5,000,000.00	98.895	4,944,745.83	4,964,819.45	99.330	4,966,515.00	171		1.507	1.507
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			9,000,000.00	100.058	9,005,266.00	9,002,275.11	99.924	8,993,160.00	186		0.990	0.990
92181PD90	08/01/17	CP - DISC	Vanderbilt Univ		04/09/18			7,000,000.00	99.132	6,939,255.56	6,947,538.92	99.194	6,943,552.00	191		1.432	1.432
912828QG8	04/27/17	TREAS NOTE	U.S. Treasury	2.625	04/30/18			7,000,000.00	101.504	7,105,273.44	7,060,842.95	100.785	7,054,964.00	212		1.121	1.121
36164KKE7	08/22/17	CP - DISC	GE Capital Treasury		05/14/18			4,000,000.00	98.969	3,958,777.78	3,965,000.00	99.046	3,961,832.00	226		1.415	1.415
46840QEV9	09/01/17	CP - DISC	J.P.Morgan Sec		05/29/18			5,000,000.00	98.845	4,942,250.00	4,948,666.65	98.915	4,945,775.00	241		1.568	1.568
313379DT3	02/13/17	AGCY BULET	FHLB	1.250	06/08/18			9,000,000.00	100.300	9,027,000.00	9,014,096.34	99.981	8,998,254.00	251		1.020	1.020
912828QY9	07/07/17	TREAS NOTE	U.S. Treasury	2.250	07/31/18			5,000,000.00	101.000	5,050,000.00	5,039,049.85	100.742	5,037,110.00	304		1.302	1.302
<b>Total for 2013 Road Bond</b>									<b>99.860</b>	<b>123,377,517.46</b>	<b>123,422,451.28</b>	<b>99.855</b>	<b>123,373,755.25</b>	<b>120</b>		<b>1.254</b>	<b>1.254</b>



CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>2015 CO Bonds</b>																	
LOGIC		LGIP	LOGIC					27,387,872.50	100.000	27,387,872.50	27,387,872.50	100.000	27,387,872.50	1		1.283	1.283
46640PZ6	03/31/17	CP - DISC	J.P.Morgan Sec		12/22/17			8,000,000.00	98.921	7,913,697.78	7,973,395.52	99.701	7,976,072.00	83		1.476	1.476
3133EG3A1	01/31/17	AGCY BULET	FFCB	1.040	04/04/18			6,000,000.00	100.058	6,003,504.00	6,001,516.74	99.924	5,995,440.00	186		0.990	0.990
3135G0WJ8	06/12/17	AGCY BULET	FNMA	0.875	05/21/18			3,000,000.00	99.668	2,990,040.00	2,993,234.16	99.750	2,992,503.00	233		1.231	1.231
<b>Total for 2015 CO Bonds</b>													<b>56</b>		<b>1.274</b>	<b>1.274</b>	
<b>Combination Tax &amp; Rev Series 2006 CO</b>																	
TEXPRIME		LGIP	TexPool Prime					210,929.37	100.000	210,929.37	210,929.37	100.000	210,929.37	1		1.264	1.264
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>													<b>1</b>		<b>1.264</b>	<b>1.264</b>	
<b>Conservation Fund</b>																	
TEXPRIME		LGIP	TexPool Prime					259,408.90	100.000	259,408.90	259,408.90	100.000	259,408.90	1		1.264	1.264
46640QB67	08/04/17	CP - DISC	J.P.Morgan Sec		02/06/18			1,000,000.00	99.261	992,611.67	994,915.56	99.520	995,198.00	129		1.441	1.441
3130A8PK3	02/06/17	AGCY BULET	FHLB	0.625	08/07/18			1,500,000.00	99.325	1,489,875.00	1,494,254.94	99.419	1,491,283.50	311		1.079	1.079
<b>Total for Conservation Fund</b>													<b>216</b>		<b>1.227</b>	<b>1.227</b>	
<b>County Benefits Program</b>																	
TEXPRIME		LGIP	TexPool Prime					2,620,911.27	100.000	2,620,911.27	2,620,911.27	100.000	2,620,911.27	1		1.264	1.264
<b>Total for County Benefits Program</b>													<b>1</b>		<b>1.264</b>	<b>1.264</b>	
<b>Debt Service Fund</b>																	
TEXPRIME		LGIP	TexPool Prime					7,447,240.79	100.000	7,447,240.79	7,447,240.79	100.000	7,447,240.79	1		1.264	1.264
<b>Total for Debt Service Fund</b>													<b>1</b>		<b>1.264</b>	<b>1.264</b>	



CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	
TEXPRIME		LGIP	TexPool Prime					22,250.25	100.000	22,250.25	22,250.25	100.000	22,250.25	1		1.264	1.264	
46540PZ14	03/08/17	CP - DISC	J.P.Morgan Sec		12/01/17			1,500,000.00	98.958	1,484,366.67	1,496,441.67	98.785	1,496,770.50	62		1.415	1.415	
<b>Total for Future Environmental Liability</b>										<b>98.973</b>	<b>1,506,616.92</b>	<b>98.788</b>	<b>1,519,020.75</b>	<b>61</b>		<b>1.413</b>	<b>1.413</b>	
<b>General Fund</b>																		
LOGIC		LGIP	LOGIC					20,348,798.25	100.000	20,348,798.25	20,348,798.25	100.000	20,348,798.25	1		1.283	1.283	
TEXPOOL		LGIP	TexPool					1,163.60	100.000	1,163.60	1,163.60	100.000	1,163.60	1		1.015	1.015	
TEXPRIME		LGIP	TexPool Prime					2,236,379.89	100.000	2,236,379.89	2,236,379.89	100.000	2,236,379.89	1		1.264	1.264	
WF-CASH		BANK DEP	Wells Fargo					10,252,532.39	100.000	10,252,532.39	10,252,532.39	100.000	10,252,532.39	1		0.000	0.000	
46540PX24	01/06/17	CP - DISC	J.P.Morgan Sec		10/02/17			3,000,000.00	98.954	2,988,616.67	2,999,883.33	99.994	2,999,814.00	2		1.415	1.415	
89233GX35	01/06/17	CP - DISC	Toyota Mfr Cr		10/03/17			8,000,000.00	99.018	7,921,400.00	7,999,417.76	99.991	7,999,256.00	3		1.323	1.323	
91514BAA1	05/02/17	CP - INT	Univ of TX		10/20/17			5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.003	5,000,150.00	20		1.200	1.200	
3134G7V99	10/29/15	AGCY CALL	FHLMC		10/27/17	Expired	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.986	4,999,300.00	27		0.830	0.830	
74081JYM1	06/29/17	CP - DISC	Harvard Univ		11/21/17			4,500,000.00	99.497	4,477,343.75	4,492,031.27	99.834	4,492,546.00	52		1.256	1.256	
313378A43	10/29/15	AGCY BULET	FHLB		03/09/18			5,000,000.00	101.332	5,066,617.00	5,012,478.15	100.090	5,004,480.00	160		0.804	0.804	
3134G7M73	09/30/15	AGCY CALL	FHLMC		03/30/18	12/30/2017	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.891	4,994,555.00	181	91	1.000	1.000	
882723444	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impmt GO		04/01/18			2,000,000.00	105.775	2,115,500.00	2,041,003.52	102.003	2,040,060.00	183		0.882	0.882	
3134G6JD0	05/17/16	AGCY CALL	FHLMC		05/11/18	11/11/2017	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.815	4,990,740.00	223	42	1.000	1.000	
313379DT3	06/16/17	AGCY BULET	FHLB		06/08/18			7,000,000.00	99.977	6,998,390.00	6,998,870.55	99.981	6,998,642.00	251		1.274	1.274	
742651DS8	06/28/17	AGCY BULET	PEFCO		07/15/18			1,800,000.00	100.559	1,810,236.60	1,807,724.21	100.397	1,807,144.20	288		1.326	1.326	
3134G9NM5	06/28/16	AGCY CALL	FHLMC		09/28/18	12/28/2017	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	99.693	5,483,120.50	363	89	1.150	1.150	
235421BD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr		10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.398	4,969,900.00	366		0.985	0.985	
3133EFLY1	10/29/15	AGCY BULET	FFCB		10/29/18			5,000,000.00	99.874	4,993,680.00	4,997,708.60	99.393	4,969,635.00	394		0.973	0.973	
3136G1KL2	05/25/17	AGCY CALL	FNMA		10/30/18	10/30/2017	QRTLY	7,000,000.00	99.750	6,982,500.00	6,986,762.37	99.608	6,972,532.00	395	30	1.327	1.327	
742651DG4	02/17/17	AGCY BULET	PEFCO		03/15/19			2,000,000.00	106.019	2,120,360.00	2,084,708.06	103.977	2,079,538.00	531		1.424	1.424	
3133EGZK4	10/31/16	AGCY CALL	FFCB		04/24/19	Anytime	CONT	7,000,000.00	99.841	6,988,870.00	6,992,949.81	99.164	6,941,466.00	571	5	1.135	1.135	
<b>Total for General Fund</b>										<b>100.131</b>	<b>115,762,408.15</b>	<b>99.954</b>	<b>115,581,764.83</b>	<b>170</b>		<b>1.062</b>	<b>1.062</b>	

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Northwoods Rd Debt Service Fund</b>																	
LOGIC		LGIP	LOGIC					6,005.97	100.000	6,005.97	6,005.97	100.000	6,005.97	1		1.283	1.283
<b>Total for Northwoods Rd Debt Service Fund</b>													<b>6,005.97</b>	<b>1</b>	<b>1.283</b>	<b>1.283</b>	
<b>Northwoods Rd Operating Fund</b>																	
LOGIC		LGIP	LOGIC					8,805,869.67	100.000	8,805,869.67	8,805,869.67	100.000	8,805,869.67	1		1.283	1.283
<b>Total for Northwoods Rd Operating Fund</b>													<b>8,805,869.67</b>	<b>1</b>	<b>1.283</b>	<b>1.283</b>	
<b>Pass Toll Series 2009</b>																	
TEXPRIME		LGIP	TexPool Prime					404,701.58	100.000	404,701.58	404,701.58	100.000	404,701.58	1		1.264	1.264
<b>Total for Pass Toll Series 2009</b>													<b>404,701.58</b>	<b>1</b>	<b>1.264</b>	<b>1.264</b>	
<b>Passthrough Toll Reimb</b>																	
LOGIC		LGIP	LOGIC					3,510,855.93	100.000	3,510,855.93	3,510,855.93	100.000	3,510,855.93	1		1.283	1.283
313313VJ4	06/09/17	AGCY DISCO	FFCB		04/10/18			8,000,000.00	98.983	7,918,666.67	7,949,066.64	98.383	7,950,600.00	192		1.212	1.212
3133EF3B1	04/27/17	AGCY BULLET	FFCB	0.750	04/18/18			6,155,000.00	99.639	6,132,780.45	6,142,503.32	99.748	6,139,470.94	200		1.123	1.123
3130A4GJ5	05/04/17	AGCY BULLET	FHLB	1.125	04/25/18			4,800,000.00	99.963	4,798,224.00	4,798,967.28	99.929	4,796,606.40	207		1.163	1.163
3130A9AE1	09/08/17	AGCY BULLET	FHLB	0.875	10/01/18			8,615,000.00	99.571	8,578,041.65	8,580,259.58	99.570	8,577,964.12	366		1.282	1.282
313376BR5	09/22/17	AGCY BULLET	FHLB	1.750	12/14/18			3,600,000.00	100.451	3,616,254.00	3,615,927.70	100.353	3,612,708.00	440		1.377	1.377
<b>Total for Passthrough Toll Reimb</b>													<b>34,597,580.45</b>	<b>245</b>	<b>1.231</b>	<b>1.231</b>	
<b>Pearson Place Debt Service Fund</b>																	
LOGIC		LGIP	LOGIC					995,888.81	100.000	995,888.81	995,888.81	100.000	995,888.81	1		1.283	1.283
<b>Total for Pearson Place Debt Service Fund</b>													<b>995,888.81</b>	<b>1</b>	<b>1.283</b>	<b>1.283</b>	

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
<b>Pooled Funds</b>																	
<b>Road and Bridge General</b>																	
TEXPOOL		LGIP	TexPool					10,744,034.16	100.000	10,744,034.16	10,744,034.16	100.000	10,744,034.16	1		1.015	1.015
TEXPRIME		LGIP	TexPool Prime					8,765,790.57	100.000	8,765,790.57	8,765,790.57	100.000	8,765,790.57	1		1.264	1.264
<b>Total for Pooled Funds</b>									<b>19,509,824.73</b>	<b>100.000</b>	<b>19,509,824.73</b>	<b>100.000</b>	<b>19,509,824.73</b>	<b>1</b>		<b>1.127</b>	<b>1.127</b>
<b>Road and Bridge General</b>																	
TEXPOOL		LGIP	TexPool					24,766.16	100.000	24,766.16	24,766.16	100.000	24,766.16	1		1.015	1.015
TEXPRIME		LGIP	TexPool Prime					8,222,603.57	100.000	8,222,603.57	8,222,603.57	100.000	8,222,603.57	1		1.264	1.264
313313SV1	04/04/17	AGCY DISCO	FFCB		02/08/18			5,000,000.00	99.079	4,953,830.56	4,980,680.55	99.602	4,980,110.00	131		1.080	1.080
89233HBC7	05/28/17	CP - DISC	Toyota Mir Cr		02/12/18			3,000,000.00	99.032	2,970,961.67	2,985,148.32	99.498	2,984,925.00	135		1.343	1.343
3135G0WJ8	06/09/17	AGCY BULET	FNMA	0.875	05/21/18			3,000,000.00	99.665	2,989,950.00	2,993,232.45	99.750	2,992,503.00	233		1.231	1.231
742651DS8	07/25/17	AGCY BULET	PEFCO	1.875	07/15/18			5,000,000.00	100.555	5,027,750.00	5,022,535.65	100.397	5,019,845.00	288		1.299	1.299
<b>Total for Road and Bridge General</b>									<b>99.765</b>	<b>24,189,961.96</b>	<b>24,228,966.70</b>	<b>99.908</b>	<b>24,224,752.73</b>	<b>132</b>		<b>1.239</b>	<b>1.239</b>
<b>Tobacco Funds</b>																	
TEXPOOL		LGIP	TexPool					8,514.54	100.000	8,514.54	8,514.54	100.000	8,514.54	1		1.015	1.015
TEXPRIME		LGIP	TexPool Prime					1,250,478.69	100.000	1,250,478.69	1,250,478.69	100.000	1,250,478.69	1		1.264	1.264
313379DT3	05/24/17	AGCY BULET	FHLB	1.250	05/08/18			2,000,000.00	100.036	2,000,712.00	2,000,472.78	99.981	1,999,612.00	251		1.215	1.215
<b>Total for Tobacco Funds</b>									<b>100.022</b>	<b>3,259,705.23</b>	<b>3,259,466.01</b>	<b>99.988</b>	<b>3,258,605.23</b>	<b>154</b>		<b>1.234</b>	<b>1.234</b>
<b>Unlimited Tax Road Bonds - Series 2007</b>																	
TEXPRIME		LGIP	TexPool Prime					3,401,906.95	100.000	3,401,906.95	3,401,906.95	100.000	3,401,906.95	1		1.264	1.264
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>									<b>100.000</b>	<b>3,401,906.95</b>	<b>3,401,906.95</b>	<b>100.000</b>	<b>3,401,906.95</b>	<b>1</b>		<b>1.264</b>	<b>1.264</b>
<b>Total for Williamson County</b>																	
									<b>99.901</b>	<b>420,202,226.69</b>	<b>420,429,888.38</b>	<b>99.896</b>	<b>420,189,303.17</b>	<b>121</b>		<b>1.199</b>	<b>1.199</b>



CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt. Value
<b>2007 Park Limited-06</b>											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for 2007 Park Limited-06</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2008 TAN-COMPASS</b>											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for 2008 TAN-COMPASS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2013 Park Bond</b>											
LOGIC	LGIP	LOGIC	12,705,534.16	4,948,958.18	(475,595.39)	0.00	0.00	17,179,896.95	12,706,534.16	17,179,896.95	4,473,362.79
48640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,988,547.20	0.00	(5,000,000.00)	11,452.80	0.00	0.00	4,989,475.00	0.00	(4,989,475.00)
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	4,976,595.85	0.00	0.00	15,716.65	0.00	4,992,312.50	4,976,040.00	4,992,205.00	16,165.00
48640QC25	CP - DISC	J.P.Morgan Sec 0.000 03/02/18	4,952,216.65	0.00	0.00	18,016.70	0.00	4,970,233.35	4,949,980.00	4,970,040.00	20,060.00
<b>Total for 2013 Park Bond</b>			<b>27,623,893.86</b>	<b>4,948,958.18</b>	<b>(5,475,595.39)</b>	<b>45,186.15</b>	<b>0.00</b>	<b>27,142,442.80</b>	<b>27,622,029.16</b>	<b>27,142,141.95</b>	<b>(479,887.21)</b>

CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>2013 Road Bond</b>											
LOGIC	LGIP	LOGIC	29,495,025.92	10,149,121.65	(3,043,976.67)	0.00	0.00	36,600,170.90	29,495,025.92	36,600,170.90	7,105,144.98
313BEFK30	AGCY BULET	FFCB 0.770 07/07/17	6,999,896.42	0.00	(7,000,000.00)	104.58	0.00	0.00	6,999,892.00	0.00	(6,999,892.00)
89233GU79	CP - DISC	Toyota Mtr Cr 0.000 07/07/17	8,998,094.97	0.00	(9,000,000.00)	1,905.03	0.00	0.00	8,998,173.00	0.00	(8,998,173.00)
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	2,000,187.98	0.00	(2,000,000.00)	(187.99)	0.00	0.00	1,999,930.00	0.00	(1,999,930.00)
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	3,994,050.00	0.00	(4,000,000.00)	5,950.00	0.00	0.00	3,993,968.00	0.00	(3,993,968.00)
89233GVX1	CP - DISC	Toyota Mtr Cr 0.000 08/31/17	3,991,595.56	0.00	(4,000,000.00)	8,404.44	0.00	0.00	3,992,208.00	0.00	(3,992,208.00)
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	4,988,547.20	0.00	(5,000,000.00)	11,452.80	0.00	0.00	4,989,475.00	0.00	(4,989,475.00)
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	6,995,533.31	0.00	(7,000,000.00)	14,466.69	0.00	0.00	6,995,300.00	0.00	(6,995,300.00)
3134G3L68	AGCY BULET	FHLMC 0.900 09/18/17	3,999,955.84	0.00	(4,000,000.00)	44.16	0.00	0.00	3,998,696.00	0.00	(3,998,696.00)
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	0.00	1,993,750.00	0.00	4,513.88	0.00	1,998,263.88	0.00	1,998,240.00	1,998,240.00
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	4,970,250.00	0.00	0.00	17,888.90	0.00	4,988,138.90	4,970,065.00	4,989,235.00	19,180.00
74265TDK5	AGCY BULET	PEFCO 2.250 12/15/17	5,993,665.93	0.00	0.00	(21,219.09)	0.00	5,972,446.84	5,978,444.84	5,964,879.35	(13,565.49)
89233ZFF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	3,974,764.44	0.00	0.00	13,902.24	0.00	3,988,666.68	3,975,732.00	3,989,444.00	13,712.00
89233HA46	CP - DISC	Toyota Mtr Cr 0.000 01/04/18	7,944,315.52	0.00	0.00	27,395.60	0.00	7,971,711.12	7,941,928.00	7,972,696.00	30,768.00
91282UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	5,985,747.12	0.00	0.00	5,370.72	0.00	5,991,117.84	5,989,218.00	5,999,218.00	7,968.00
46640QC58	CP - DISC	J.P.Morgan Sec 0.000 03/05/18	4,951,629.15	0.00	0.00	18,016.70	0.00	4,969,645.85	4,950,230.00	4,968,710.00	18,480.00
46640QCL3	CP - DISC	J.P.Morgan Sec 0.000 03/20/18	4,945,780.55	0.00	0.00	19,038.90	0.00	4,964,819.45	4,943,745.00	4,966,515.00	22,770.00
313REG3A1	AGCY BULET	FFCB 1.040 04/04/18	9,003,388.68	0.00	0.00	(1,113.57)	0.00	9,002,275.11	8,990,928.00	8,993,160.00	2,232.00
92181PD90	CP - DISC	Vanderbilt Univ 0.000 04/09/18	0.00	6,939,255.56	0.00	8,283.36	0.00	6,947,538.92	0.00	6,943,552.00	6,943,552.00
91282BQGB	TREAS NOTE	U.S. Treasury 2.625 04/30/18	7,066,874.27	0.00	0.00	(26,031.32)	0.00	7,060,842.95	7,075,467.00	7,054,964.00	(20,503.00)
36164KEE7	CP - DISC	GE Capital Treasury 0.000 05/14/18	0.00	3,958,777.78	0.00	6,222.22	0.00	3,965,000.00	0.00	3,961,832.00	3,961,832.00
46640QEV9	CP - DISC	J.P.Morgan Sec 0.000 05/29/18	0.00	4,942,250.00	0.00	6,416.65	0.00	4,948,666.65	0.00	4,945,775.00	4,945,775.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	9,019,213.65	0.00	0.00	(5,117.31)	0.00	9,014,096.34	8,996,589.00	8,998,254.00	1,665.00
91282RQY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	0.00	5,050,000.00	0.00	(10,950.15)	0.00	5,039,049.85	0.00	5,037,110.00	5,037,110.00
<b>Total for 2013 Road Bond</b>			<b>135,328,515.51</b>	<b>33,033,154.99</b>	<b>(45,043,976.67)</b>	<b>104,757.45</b>	<b>0.00</b>	<b>123,422,451.28</b>	<b>135,296,836.76</b>	<b>123,373,755.25</b>	<b>(11,883,081.51)</b>



CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>2015 CO Bonds</b>											
LOGIC	LGIP	LOGIC	35,076,095.55	0.00	(7,688,223.05)	0.00	0.00	27,387,872.50	35,076,095.55	27,387,872.50	(7,688,223.05)
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	7,943,546.64	0.00	0.00	29,848.88	0.00	7,973,395.52	7,947,072.00	7,976,072.00	29,000.00
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	6,002,259.12	0.00	0.00	(742.38)	0.00	6,001,516.74	5,993,952.00	5,985,440.00	1,488.00
3135GOWJ8	AGCY BULET	FNMA 0.875 05/21/18	2,990,596.77	0.00	0.00	2,637.39	0.00	2,983,234.16	2,989,710.00	2,992,503.00	2,793.00
<b>Total for 2015 CO Bonds</b>			<b>52,012,498.08</b>	<b>0.00</b>	<b>(7,688,223.05)</b>	<b>31,743.89</b>	<b>0.00</b>	<b>44,356,018.92</b>	<b>52,006,829.55</b>	<b>44,351,887.50</b>	<b>(7,654,942.05)</b>
<b>Combination Tax &amp; Rev Series 2006 CO</b>											
TEXPRIME	LGIP	TexPool Prime	222,556.02	463.28	(12,089.93)	0.00	0.00	210,929.37	222,556.02	210,929.37	(11,626.65)
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>			<b>222,556.02</b>	<b>463.28</b>	<b>(12,089.93)</b>	<b>0.00</b>	<b>0.00</b>	<b>210,929.37</b>	<b>222,556.02</b>	<b>210,929.37</b>	<b>(11,626.65)</b>
<b>Conservation Fund</b>											
TEXPOOL	LGIP	TexPool	1,245,692.42	1,027.71	(1,246,720.13)	0.00	0.00	0.00	1,245,692.42	0.00	(1,245,692.42)
TEXPRIME	LGIP	TexPool Prime	0.00	259,408.92	0.00	0.00	0.00	259,408.90	0.00	259,408.90	259,408.90
46640QB67	CP - DISC	J.P.Morgan Sec 0.000 02/06/18	0.00	992,611.67	0.00	2,303.89	0.00	994,915.56	0.00	995,198.00	995,198.00
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	1,482,574.18	0.00	0.00	1,680.76	0.00	1,494,254.94	1,488,403.50	1,491,283.50	2,880.00
<b>Total for Conservation Fund</b>			<b>2,738,266.60</b>	<b>1,253,048.30</b>	<b>(1,246,720.13)</b>	<b>3,984.65</b>	<b>0.00</b>	<b>2,748,579.40</b>	<b>2,734,095.92</b>	<b>2,745,890.40</b>	<b>11,794.48</b>
<b>County Benefits Program</b>											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,218,921.26	6,701.33	(604,711.32)	0.00	0.00	2,620,911.27	3,218,921.26	2,620,911.27	(598,009.99)
<b>Total for County Benefits Program</b>			<b>3,218,921.26</b>	<b>6,701.33</b>	<b>(604,711.32)</b>	<b>0.00</b>	<b>0.00</b>	<b>2,620,911.27</b>	<b>3,218,921.26</b>	<b>2,620,911.27</b>	<b>(598,009.99)</b>
<b>Debt Service Fund</b>											
TEXPOOL	LGIP	TexPool	26,262.90	0.00	(26,262.90)	0.00	0.00	0.00	26,262.90	0.00	(26,262.90)
TEXPRIME	LGIP	TexPool Prime	17,816,485.29	1,644,033.32	(12,013,277.82)	0.00	0.00	7,447,240.79	17,816,485.29	7,447,240.79	(10,369,244.50)
<b>Total for Debt Service Fund</b>			<b>17,842,748.19</b>	<b>1,644,033.32</b>	<b>(12,039,540.72)</b>	<b>0.00</b>	<b>0.00</b>	<b>7,447,240.79</b>	<b>17,842,748.19</b>	<b>7,447,240.79</b>	<b>(10,395,507.40)</b>

CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>Future Environmental Liability</b>											
TEXPRIME	LGIP	TexPool Prime	25,171.60	52.42	(2,973.77)	0.00	0.00	22,250.25	25,171.60	22,250.25	(2,921.35)
46640PZ14	CP - DISC	J.P.Morgan Sec. 12/01/17	1,491,075.00	0.00	0.00	5,366.67	0.00	1,496,441.67	1,491,016.50	1,496,770.50	5,754.00
<b>Total for Future Environmental Liability</b>			<b>1,516,246.60</b>	<b>52.42</b>	<b>(2,973.77)</b>	<b>5,366.67</b>	<b>0.00</b>	<b>1,518,691.92</b>	<b>1,516,188.10</b>	<b>1,519,020.75</b>	<b>2,832.65</b>



CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	18,672,232.15	8,611,769.97	(6,935,203.87)	0.00	0.00	20,346,798.25	18,672,232.15	20,346,798.25	1,674,566.10
TEXPOOL	LGIP	TexPool	1,109.96	577.75	(524.11)	0.00	0.00	1,163.60	1,109.96	1,163.60	53.64
TEXPRIME	LGIP	TexPool Prime	11,616,606.06	0.00	(9,380,226.17)	0.00	0.00	2,236,379.89	11,616,606.06	2,236,379.89	(9,380,226.17)
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	369,578.81	14,840,262.73	(4,957,309.15)	0.00	0.00	10,252,532.39	369,578.81	10,252,532.39	9,882,953.58
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	4,999,309.05	0.00	(5,000,000.00)	690.95	0.00	0.00	4,999,005.00	0.00	(4,999,005.00)
89233GVQ6	CP - DISC	Toyota Mtr Cr 0.000 08/24/17	9,981,100.00	0.00	(10,000,000.00)	18,900.00	0.00	0.00	9,982,860.00	0.00	(9,982,860.00)
3133FEU7	AGCY BULET	FFCB 0.780 08/28/17	3,000,425.40	0.00	(3,000,000.00)	(425.40)	0.00	0.00	2,998,479.00	0.00	(2,998,479.00)
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	6,985,533.31	0.00	(7,000,000.00)	14,466.69	0.00	0.00	6,985,300.00	0.00	(6,985,300.00)
46640PW65	CP - DISC	J.P. Morgan Sec 0.000 09/11/17	7,977,600.00	0.00	(8,000,000.00)	22,400.00	0.00	0.00	7,980,320.00	0.00	(7,980,320.00)
36164JWS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	6,981,391.69	0.00	(7,000,000.00)	18,608.31	0.00	0.00	6,979,469.00	0.00	(6,979,469.00)
46640PX24	CP - DISC	J.P. Morgan Sec 0.000 10/02/17	2,999,149.99	0.00	0.00	10,733.34	0.00	2,999,883.33	2,990,523.00	2,999,814.00	9,291.00
89233GX35	CP - DISC	Toyota Mtr Cr 0.000 10/03/17	7,972,635.52	0.00	0.00	26,782.24	0.00	7,999,417.76	7,974,456.00	7,999,256.00	24,800.00
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,250.00	5,000,150.00	(100.00)
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,997,840.00	4,999,300.00	1,460.00
74081UYM1	CP - DISC	Harvard Univ 0.000 11/21/17	4,477,656.24	0.00	0.00	14,375.03	0.00	4,492,031.27	4,477,896.00	4,492,548.00	14,652.00
31337BA43	AGCY BULET	FHLB -1.375 09/09/18	5,019,584.45	0.00	0.00	(7,086.30)	0.00	5,012,478.15	5,004,990.00	5,004,490.00	(500.00)
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,980,770.00	4,984,555.00	13,785.00
8827234A4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/17	2,061,415.30	0.00	0.00	(20,411.76)	0.00	2,041,003.52	2,080,140.00	2,040,060.00	(20,080.00)
3134G8J00	AGCY CALL	FHLMC 1.000 05/11/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,987,295.00	4,990,740.00	3,445.00
313379D73	AGCY BULET	FHLB 1.250 06/08/18	6,998,456.67	0.00	0.00	411.88	0.00	6,998,870.55	6,997,347.00	6,998,642.00	1,295.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	1,810,156.48	0.00	0.00	(2,432.27)	0.00	1,807,724.21	1,808,224.20	1,807,144.20	(1,080.00)
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	0.00	0.00	0.00	5,500,000.00	5,478,665.50	5,483,120.50	4,455.00
235421BD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	4,961,250.00	4,969,900.00	8,650.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,997,180.70	0.00	0.00	527.90	0.00	4,997,708.60	4,992,600.00	4,993,635.00	(2,965.00)
3136G1KL2	AGCY CALL	FNMA 1.500 10/30/18	6,983,717.79	0.00	0.00	3,044.58	0.00	6,986,762.37	6,977,397.00	6,972,532.00	(4,865.00)
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	2,099,066.92	0.00	0.00	(14,368.86)	0.00	2,084,708.06	2,095,264.00	2,079,538.00	(15,726.00)
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	6,991,834.99	0.00	0.00	1,114.82	0.00	6,992,949.81	6,942,663.00	6,941,466.00	(1,197.00)
<b>Total for General Fund</b>			<b>153,485,723.48</b>	<b>23,452,610.45</b>	<b>(61,273,263.30)</b>	<b>87,341.13</b>	<b>0.00</b>	<b>115,752,411.76</b>	<b>153,292,530.68</b>	<b>115,581,764.83</b>	<b>(37,710,765.85)</b>

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CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>Northwoods Rd Debt Service Fund</b>											
LOGIC	LGIP	LOGIC	0.00	6,005.99	0.00	0.00	0.00	6,005.97	0.00	6,005.97	6,005.97
<b>Total for Northwoods Rd Debt Service Fund</b>			<b>0.00</b>	<b>6,005.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,005.97</b>	<b>0.00</b>	<b>6,005.97</b>	<b>6,005.97</b>
<b>Northwoods Rd Operating Fund</b>											
LOGIC	LGIP	LOGIC	0.00	8,805,869.69	0.00	0.00	0.00	8,805,869.67	0.00	8,805,869.67	8,805,869.67
<b>Total for Northwoods Rd Operating Fund</b>			<b>0.00</b>	<b>8,805,869.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,805,869.67</b>	<b>0.00</b>	<b>8,805,869.67</b>	<b>8,805,869.67</b>
<b>Pass Toll Series 2009</b>											
TEXPRIME	LGIP	TexPool Prime	411,235.96	856.11	(7,390.49)	0.00	0.00	404,701.58	411,235.96	404,701.58	(6,534.38)
<b>Total for Pass Toll Series 2009</b>			<b>411,235.96</b>	<b>856.11</b>	<b>(7,390.49)</b>	<b>0.00</b>	<b>0.00</b>	<b>404,701.58</b>	<b>411,235.96</b>	<b>404,701.58</b>	<b>(6,534.38)</b>
<b>Passthrough Toll Reimb</b>											
LOGIC	LGIP	LOGIC	10,087,554.37	10,629.99	(6,587,328.43)	0.00	0.00	3,510,855.93	10,087,554.37	3,510,855.93	(6,576,698.44)
TEXSTAR	LGIP	TexSTAR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	8,616,072.14	0.00	(8,615,000.00)	(1,072.14)	0.00	0.00	8,609,943.00	0.00	(8,609,943.00)
3133EDV03	AGCY BULET	FFCB 1.125 09/22/17	3,600,530.17	0.00	(3,597,000.00)	(3,530.17)	0.00	0.00	3,596,683.46	0.00	(3,596,683.46)
313313V44	AGCY DISCO	FFCB 0.000 04/10/18	7,924,533.36	0.00	0.00	24,533.28	0.00	7,949,066.64	7,925,688.00	7,950,600.00	24,912.00
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	6,136,821.15	0.00	0.00	5,682.17	0.00	6,142,503.32	6,130,527.72	6,139,470.94	8,943.22
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	4,798,512.19	0.00	0.00	455.09	0.00	4,798,967.28	4,794,705.60	4,796,606.40	1,900.80
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	0.00	8,578,041.65	0.00	2,217.93	0.00	8,580,259.58	0.00	8,577,964.12	8,577,964.12
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	0.00	3,616,254.00	0.00	(326.30)	0.00	3,615,927.70	0.00	3,612,708.00	3,612,708.00
<b>Total for Passthrough Toll Reimb</b>			<b>41,164,023.38</b>	<b>12,204,925.64</b>	<b>(18,799,328.43)</b>	<b>27,959.86</b>	<b>0.00</b>	<b>34,597,580.45</b>	<b>41,145,102.15</b>	<b>34,589,205.39</b>	<b>(6,556,896.76)</b>
<b>Pearson Place Construction Fund</b>											
LOGIC	LGIP	LOGIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for Pearson Place Construction Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>Pearson Place Debt Service Fund</b>											
LOGIC	LGIP	LOGIC	1,076,353.29	1,415.25	(81,879.73)	0.00	0.00	995,888.81	1,076,353.29	995,888.81	(80,464.48)
<b>Total for Pearson Place Debt Service Fund</b>			<b>1,076,353.29</b>	<b>1,415.25</b>	<b>(81,879.73)</b>	<b>0.00</b>	<b>0.00</b>	<b>995,888.81</b>	<b>1,076,353.29</b>	<b>995,888.81</b>	<b>(80,464.48)</b>
<b>Pooled Funds</b>											
TEXPOOL	LGIP	TexPool	9,369,457.66	1,454,301.82	(78,725.32)	0.00	0.00	10,744,034.16	9,368,457.66	10,744,034.16	1,375,576.50
TEXPRIME	LGIP	TexPool Prime	10,090,979.22	710,932.45	(2,036,121.10)	0.00	0.00	8,765,790.57	10,090,979.22	8,765,790.57	(1,325,188.65)
<b>Total for Pooled Funds</b>			<b>19,459,436.88</b>	<b>2,165,234.27</b>	<b>(2,114,846.42)</b>	<b>0.00</b>	<b>0.00</b>	<b>19,509,824.73</b>	<b>19,459,436.88</b>	<b>19,509,824.73</b>	<b>50,387.85</b>
<b>PTT I-35</b>											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for PTT I-35</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Road and Bridge General</b>											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,704.18	61.98	0.00	0.00	0.00	24,766.16	24,704.18	24,766.16	61.98
TEXPRIME	LGIP	TexPool Prime	11,616,933.84	12,232.35	(3,406,562.62)	0.00	0.00	8,222,603.57	11,616,933.84	8,222,603.57	(3,394,330.27)
89233GUR5	CP - DISC	Toyota Mtr Cr 0.000 07/25/17	4,995,966.65	0.00	(5,000,000.00)	4,033.35	0.00	0.00	4,996,280.00	0.00	(4,996,280.00)
313313SV1	AGCY DISCO	FFCB 0.000 02/08/18	4,967,008.35	0.00	0.00	13,672.20	0.00	4,980,680.55	4,965,165.00	4,980,110.00	14,945.00
89233HBC7	CP - DISC	Toyota Mtr Cr 0.000 02/12/18	2,974,951.68	0.00	0.00	10,196.64	0.00	2,985,148.32	2,972,949.00	2,984,925.00	11,976.00
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	2,990,594.76	0.00	0.00	2,637.69	0.00	2,993,232.45	2,989,710.00	2,992,503.00	2,793.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	0.00	5,027,750.00	0.00	(5,214.35)	0.00	5,022,535.65	0.00	5,019,845.00	5,019,845.00
<b>Total for Road and Bridge General</b>			<b>27,570,159.46</b>	<b>5,040,044.33</b>	<b>(8,406,562.62)</b>	<b>25,325.53</b>	<b>0.00</b>	<b>24,226,966.70</b>	<b>27,565,742.02</b>	<b>24,224,752.73</b>	<b>(3,340,989.29)</b>



CUSIP	Security Type	Security Description	06/30/17 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/17 Book Value	06/30/17 Market Value	09/30/17 Market Value	Change in Mkt Value
<b>Tobacco Funds</b>											
TEXPOOL	LGIP	TexPool	8,493.35	21.19	0.00	0.00	0.00	8,514.54	8,493.35	8,514.54	21.19
TEXPRIME	LGIP	TexPool Prime	1,246,585.27	3,893.42	0.00	0.00	0.00	1,250,478.69	1,246,585.27	1,250,478.69	3,893.42
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	2,000,644.30	0.00	0.00	(171.52)	0.00	2,000,472.78	1,999,242.00	1,999,612.00	370.00
<b>Total for Tobacco Funds</b>			<b>3,255,722.92</b>	<b>3,914.61</b>	<b>0.00</b>	<b>(171.52)</b>	<b>0.00</b>	<b>3,259,466.01</b>	<b>3,254,320.62</b>	<b>3,258,605.23</b>	<b>4,284.61</b>
<b>Unlimited Tax Road Bonds - Series 2007</b>											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,540,585.49	39,490.06	(178,168.60)	0.00	0.00	3,401,906.95	3,540,585.49	3,401,906.95	(138,678.54)
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>			<b>3,540,585.49</b>	<b>39,490.06</b>	<b>(178,168.60)</b>	<b>0.00</b>	<b>0.00</b>	<b>3,401,906.95</b>	<b>3,540,585.49</b>	<b>3,401,906.95</b>	<b>(138,678.54)</b>
<b>Total for Williamson County</b>			<b>490,466,886.98</b>	<b>92,606,776.22</b>	<b>(162,975,270.57)</b>	<b>331,493.81</b>	<b>0.00</b>	<b>420,429,888.38</b>	<b>490,165,512.05</b>	<b>420,189,303.17</b>	<b>(69,976,208.88)</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc. Accr / Prem Amort	Net Income
<b>2007 Park Limited -06</b>									
			0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total for 2007 Park Limited -06</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2008 TAN-COMPASS</b>									
<b>Total for 2008 TAN-COMPASS</b>									
<b>2013 Park Bond</b>									
LOGIC	LGP	LOGIC	0.00	44,726.58	44,726.58	0.00	0.00	0.00	44,726.58
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	11,452.80	11,452.80
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	0.00	0.00	0.00	0.00	0.00	15,716.65	15,716.65
46840QC25	CP - DISC	J.P.Morgan Sec 0.000 03/02/18	0.00	0.00	0.00	0.00	0.00	18,016.70	18,016.70
<b>Total for 2013 Park Bond</b>			<b>0.00</b>	<b>44,726.58</b>	<b>44,726.58</b>	<b>0.00</b>	<b>0.00</b>	<b>45,186.15</b>	<b>89,912.73</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>2013 Road Bond</b>									
LOGIC	LGIP	LOGIC	0.00	116,676.46	116,676.46	0.00	0.00	0.00	116,676.46
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	26,061.67	896.33	26,950.00	0.00	0.00	104.58	1,002.91
89233GU79	CP - DISC	Toyota Mir Cr 0.000 07/07/17	0.00	0.00	0.00	0.00	0.00	1,905.03	1,905.03
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	8,500.00	1,500.00	10,000.00	0.00	0.00	(187.98)	1,312.02
48306AVF1	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17	0.00	0.00	0.00	0.00	0.00	5,950.00	5,950.00
89233GYX1	CP - DISC	Toyota Mir Cr 0.000 08/31/17	0.00	0.00	0.00	0.00	0.00	8,404.44	8,404.44
46640PW17	CP - DISC	J.P.Morgan Sec 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	11,452.80	11,452.80
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	14,466.69	14,466.69
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	10,300.00	7,700.00	18,000.00	0.00	0.00	44.16	7,744.16
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	0.00	0.00	0.00	0.00	0.00	4,513.88	4,513.88
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	17,888.90	17,888.90
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	5,955.00	33,496.88	0.00	0.00	39,451.88	(21,219.09)	12,277.79
89233GFZ6	CP - DISC	Toyota Mir Cr 0.000 12/15/17	0.00	0.00	0.00	0.00	0.00	13,902.24	13,902.24
89233HA46	CP - DISC	Toyota Mir Cr 0.000 01/04/18	0.00	0.00	0.00	0.00	0.00	27,395.60	27,395.60
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	15,040.76	11,312.83	22,500.00	0.00	3,863.59	5,370.72	16,683.55
46640QC58	CP - DISC	J.P.Morgan Sec 0.000 03/05/18	0.00	0.00	0.00	0.00	0.00	18,016.70	18,016.70
46640QCL3	CP - DISC	J.P.Morgan Sec 0.000 03/20/18	0.00	0.00	0.00	0.00	0.00	19,038.90	19,038.90
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	22,620.00	23,400.00	0.00	0.00	46,020.00	(1,113.57)	22,286.43
92181PD90	CP - DISC	Vanderbilt Univ 0.000 04/09/18	0.00	0.00	0.00	0.00	0.00	8,283.36	8,283.36
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	30,957.88	45,937.50	0.00	0.00	76,895.38	(26,031.32)	19,906.18
36164KEE7	CP - DISC	GE Capital Treasury 0.000 05/14/18	0.00	0.00	0.00	0.00	0.00	6,222.22	6,222.22
46640QEV9	CP - DISC	J.P.Morgan Sec 0.000 05/29/18	0.00	0.00	0.00	0.00	0.00	6,416.65	6,416.65
313379DT3	AGCY BULET	FHILB 1.250 06/08/18	7,187.50	28,125.00	0.00	0.00	35,312.50	(5,117.31)	23,007.69
912828QV9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	0.00	26,412.36	56,250.00	(48,791.44)	18,963.80	(10,950.15)	15,462.21
<b>Total for 2013 Road Bond</b>			<b>126,612.81</b>	<b>295,459.36</b>	<b>250,376.46</b>	<b>(48,791.44)</b>	<b>220,487.15</b>	<b>104,757.45</b>	<b>400,216.81</b>
<b>2015 CO Bonds</b>									
LOGIC	LGIP	LOGIC	0.00	101,242.80	101,242.80	0.00	0.00	0.00	101,242.80
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	0.00	0.00	0.00	0.00	0.00	29,848.88	29,848.88
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	15,080.00	15,600.00	0.00	0.00	30,680.00	(742.38)	14,857.62
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	2,916.67	6,562.50	0.00	0.00	9,479.17	2,637.39	9,199.89
<b>Total for 2015 CO Bonds</b>			<b>17,996.67</b>	<b>123,405.30</b>	<b>101,242.80</b>	<b>0.00</b>	<b>40,159.17</b>	<b>31,743.89</b>	<b>155,149.19</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc. Accr / Prem Amort	Net Income
<b>Combination Tax &amp; Rev Series 2006 CO</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	693.35	693.35	0.00	0.00	0.00	693.35
<b>Total for Combination Tax &amp; Rev Series 2006 CO</b>			<b>0.00</b>	<b>693.35</b>	<b>693.35</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>693.35</b>
<b>Conservation Fund</b>									
TEXPOOL	LGIP	TexPool	0.00	1,149.95	1,149.95	0.00	0.00	0.00	1,149.95
TEXPRIME	LGIP	TexPool Prime	0.00	490.70	490.70	0.00	0.00	0.00	490.70
46640QB67	CP - DISC	J.P. Morgan Sec 0.000 02/06/18	0.00	0.00	0.00	0.00	0.00	2,303.89	2,303.89
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	3,750.00	2,343.75	4,687.50	0.00	1,406.25	1,680.76	4,024.51
<b>Total for Conservation Fund</b>			<b>3,750.00</b>	<b>3,984.40</b>	<b>6,328.15</b>	<b>0.00</b>	<b>1,406.25</b>	<b>3,984.65</b>	<b>7,965.05</b>
<b>County Benefits Program</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	9,990.01	9,990.01	0.00	0.00	0.00	9,990.01
<b>Total for County Benefits Program</b>			<b>0.00</b>	<b>9,990.01</b>	<b>9,990.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,990.01</b>
<b>Debt Service Fund</b>									
TEXPOOL	LGIP	TexPool	0.00	6.21	6.21	0.00	0.00	0.00	6.21
TEXPRIME	LGIP	TexPool Prime	0.00	34,099.91	34,099.91	0.00	0.00	0.00	34,099.91
<b>Total for Debt Service Fund</b>			<b>0.00</b>	<b>34,106.12</b>	<b>34,106.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>34,106.12</b>
<b>Future Environmental Liability</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	78.65	78.65	0.00	0.00	0.00	78.65
46640PZ14	CP - DISC	J.P. Morgan Sec 0.000 12/01/17	0.00	0.00	0.00	0.00	0.00	5,366.67	5,366.67
<b>Total for Future Environmental Liability</b>			<b>0.00</b>	<b>78.65</b>	<b>78.65</b>	<b>0.00</b>	<b>0.00</b>	<b>5,366.67</b>	<b>5,445.32</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc. Accr / Prem Amort	Net Income
<b>General Fund</b>									
LOGIC	LGIP	LOGIC	0.00	53,666.00	53,666.00	0.00	0.00	0.00	53,666.00
TEXPOOL	LGIP	TexPool	0.00	3.16	3.16	0.00	0.00	0.00	3.16
TEXPRIME	LGIP	TexPool Prime	0.00	15,412.53	15,412.53	0.00	0.00	0.00	15,412.53
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	0.00	2,589.78	15,625.00	0.00	0.00	0.00	3,280.73
89233GV06	CP - DISC	Toyota Mfr Cr 0.000 08/24/17	13,035.22	0.00	0.00	0.00	0.00	690.95	-18,900.00
3133FEUJ7	AGCY BULET	FFCB 0.780 08/28/17	0.00	3,835.00	11,700.00	0.00	0.00	(425.40)	3,409.60
92181NW11	CP - DISC	Vanderbilt Univ 0.000 09/01/17	0.00	0.00	0.00	0.00	0.00	14,466.69	14,466.69
46640PW85	CP - DISC	J.P.Morgan Sec 0.000 09/11/17	0.00	0.00	0.00	0.00	0.00	22,400.00	22,400.00
361641WS9	CP - DISC	GE Capital Treasury 0.000 09/26/17	0.00	0.00	0.00	0.00	0.00	18,608.31	18,608.31
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	0.00	0.00	0.00	0.00	0.00	10,733.34	10,733.34
89233GX35	CP - DISC	Toyota Mfr Cr 0.000 10/03/17	0.00	0.00	0.00	0.00	0.00	26,782.24	26,782.24
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	10,000.00	15,333.33	0.00	0.00	25,333.33	0.00	15,333.33
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	7,377.78	10,375.00	0.00	0.00	17,752.78	0.00	10,375.00
74081JYM1	CP - DISC	Harvard Univ 0.000 11/21/17	0.00	0.00	0.00	0.00	0.00	14,375.03	14,375.03
313378A43	AGCY BULET	FHLB 1.375 03/09/18	21,388.89	17,187.50	34,375.00	0.00	4,201.39	(7,086.30)	10,101.20
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	12,638.89	12,500.00	0.00	0.00	25,138.89	0.00	12,500.00
882723A44	MUNICIPAL	TX Trans Comm Hwy Impmt GO 5.000 04/01/18	25,000.00	25,000.00	0.00	0.00	50,000.00	(20,411.78)	4,588.22
3134G8J00	AGCY CALL	FHLMC 1.000 05/11/18	6,944.44	12,500.00	0.00	0.00	19,444.44	0.00	12,500.00
313379D73	AGCY BULET	FHLB 1.250 06/08/18	5,590.28	21,875.00	0.00	0.00	27,465.28	411.88	22,286.88
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	15,562.50	8,437.50	16,875.00	0.00	7,125.00	(2,432.27)	6,005.23
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	16,339.58	15,812.50	31,625.00	0.00	527.08	0.00	15,812.50
235421BD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	12,312.50	12,312.50	0.00	0.00	24,625.00	0.00	12,312.50
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	8,008.33	11,825.00	0.00	0.00	19,633.33	527.90	12,152.90
3135G1KL2	AGCY CALL	FNMA 1.150 10/30/18	13,640.28	20,125.00	0.00	0.00	33,765.28	3,044.58	23,169.58
742651DS4	AGCY BULET	PEFCO 4.375 03/15/19	25,763.89	21,875.00	43,750.00	0.00	3,888.89	(14,358.86)	7,516.14
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	13,938.72	18,725.00	0.00	0.00	32,664.72	1,114.82	19,839.82
<b>Total for General Fund</b>			<b>215,407.30</b>	<b>299,189.80</b>	<b>223,031.69</b>	<b>0.00</b>	<b>291,565.41</b>	<b>87,341.13</b>	<b>386,530.93</b>
<b>Northwoods Rd Debt Service Fund</b>									
LOGIC	LGIP	LOGIC	0.00	3.99	3.99	0.00	0.00	0.00	3.99
<b>Total for Northwoods Rd Debt Service Fund</b>			<b>0.00</b>	<b>3.99</b>	<b>3.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.99</b>



CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Northwoods Rd Operating Fund</b>									
LOGIC	LGIP	LOGIC	0.00	5,869.67	5,869.67	0.00	0.00	0.00	5,869.67
<b>Total for Northwoods Rd Operating Fund</b>			<b>0.00</b>	<b>5,869.67</b>	<b>5,869.67</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,869.67</b>
<b>Pass Toll Series 2009</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	1,283.25	1,283.25	0.00	0.00	0.00	1,283.25
<b>Total for Pass Toll Series 2009</b>			<b>0.00</b>	<b>1,283.25</b>	<b>1,283.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,283.25</b>
<b>Passsthrough Toll Reimb</b>									
LOGIC	LGIP	LOGIC	0.00	23,082.43	23,082.43	0.00	0.00	0.00	23,082.43
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	20,281.15	12,025.10	32,306.25	0.00	0.00	(1,072.14)	10,952.96
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	11,128.22	9,104.91	20,233.13	0.00	0.00	(3,530.17)	5,574.74
313313VJ4	AGCY DISCO	FFCB 0.000 04/10/18	0.00	0.00	0.00	0.00	0.00	24,533.28	24,533.28
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	9,360.73	11,540.62	0.00	0.00	20,901.35	5,682.17	17,222.79
3130AAGJ5	AGCY BULET	FHLB 1.125 04/25/18	9,900.00	13,500.00	0.00	0.00	23,400.00	455.09	13,955.09
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	0.00	4,816.03	0.00	(32,874.60)	37,680.63	2,217.93	7,033.96
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	0.00	1,575.00	0.00	(17,150.00)	18,725.00	(326.30)	1,248.70
<b>Total for Passthrough Toll Reimb</b>			<b>50,670.10</b>	<b>75,644.09</b>	<b>75,621.81</b>	<b>(50,024.60)</b>	<b>100,716.98</b>	<b>27,959.86</b>	<b>103,603.95</b>
<b>Pearson Place Construction Fund</b>									
<b>Total for Pearson Place Construction Fund</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Pearson Place Debt Service Fund</b>									
LOGIC	LGIP	LOGIC	0.00	3,281.32	3,281.32	0.00	0.00	0.00	3,281.32
<b>Total for Pearson Place Debt Service Fund</b>			<b>0.00</b>	<b>3,281.32</b>	<b>3,281.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,281.32</b>

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<b>Pooled Funds</b>									
TEXPOOL	LGIP	TexPool	0.00	25,392.38	25,392.38	0.00	0.00	0.00	25,392.38
TEXPRIME	LGIP	TexPool Prime	0.00	28,907.12	28,907.12	0.00	0.00	0.00	28,907.12
<b>Total for Pooled Funds</b>			<b>0.00</b>	<b>54,299.50</b>	<b>54,299.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>54,299.50</b>
<b>PTT I-35</b>									
<b>Total for PTT I-35</b>									
<b>Road and Bridge General</b>									
TEXPOOL	LGIP	TexPool	0.00	61.98	61.98	0.00	0.00	0.00	61.98
TEXPRIME	LGIP	TexPool Prime	0.00	36,023.90	36,023.90	0.00	0.00	0.00	36,023.90
89233GURS	CP - DISC	Toyota Mir Cr 0.000 07/25/17	0.00	0.00	0.00	0.00	0.00	4,033.35	4,033.35
313313SV1	AGCY DISCO	FFCB 0.000 02/08/18	0.00	0.00	0.00	0.00	0.00	13,672.20	13,672.20
89233HBC7	CP - DISC	Toyota Mir Cr 0.000 02/12/18	0.00	0.00	0.00	0.00	0.00	10,196.64	10,196.64
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	2,916.67	6,562.50	0.00	0.00	9,479.17	2,637.69	9,200.19
742651D58	AGCY BULET	PEFCC 1.875 07/15/18	0.00	17,187.50	0.00	(2,604.17)	19,791.67	(5,214.35)	11,973.15
<b>Total for Road and Bridge General</b>			<b>2,916.67</b>	<b>59,835.88</b>	<b>36,085.88</b>	<b>(2,604.17)</b>	<b>29,270.84</b>	<b>25,325.53</b>	<b>85,161.41</b>
<b>Tobacco Funds</b>									
TEXPOOL	LGIP	TexPool	0.00	21.19	21.19	0.00	0.00	0.00	21.19
TEXPRIME	LGIP	TexPool Prime	0.00	3,893.42	3,893.42	0.00	0.00	0.00	3,893.42
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	1,597.22	6,250.00	0.00	0.00	7,847.22	(171.52)	6,078.48
<b>Total for Tobacco Funds</b>			<b>1,597.22</b>	<b>10,164.61</b>	<b>3,914.61</b>	<b>0.00</b>	<b>7,847.22</b>	<b>(171.52)</b>	<b>9,993.09</b>
<b>Unlimited Tax Road Bonds - Series 2007</b>									
TEXPRIME	LGIP	TexPool Prime	0.00	10,817.38	10,817.38	0.00	0.00	0.00	10,817.38
<b>Total for Unlimited Tax Road Bonds - Series 2007</b>			<b>0.00</b>	<b>10,817.38</b>	<b>10,817.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,817.38</b>



CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
<hr/>									
<hr/>									
<b>Total for Williamson County</b>									
			418,950.77	1,032,833.26	861,751.22	(101,420.21)	691,453.02	331,493.81	1,364,327.07

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW	
<b>2013 Park Bond</b>																
<i>Maturities</i>																
09/01/17	09/01/17	46640PW17	CP - DISC	J.P.Morgan Sec		09/01/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.343		
<b>Total for: Maturities</b>												<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>	<b>1.343</b>	
<b>2013 Road Bond</b>																
<i>Maturities</i>																
07/07/17	07/07/17	3133EFK30	AGCY BULET	FFCB	0.770	07/07/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.860		
07/07/17	07/07/17	89233GU79	CP - DISC	Toyota Mtr Cr		07/07/17		9,000,000.00	100.000	9,000,000.00	0.00	9,000,000.00		1.282		
07/28/17	07/28/17	3137EADJ5	AGCY BULET	FHLMC	1.000	07/28/17		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.874		
08/15/17	08/15/17	46306AVF1	CP - DISC	Kaiser Foundation Hospital		08/15/17		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.196		
08/31/17	08/31/17	89233GVX1	CP - DISC	Toyota Mtr Cr		08/31/17		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		1.252		
09/01/17	09/01/17	46640PW17	CP - DISC	J.P.Morgan Sec		09/01/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.343		
09/01/17	09/01/17	92181NWX1	CP - DISC	Vanderbilt Univ		09/01/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		1.207		
09/18/17	09/18/17	3134G3J68	AGCY BULET	FHLMC	0.900	09/18/17		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		0.905		
<b>Total for: Maturities</b>												<b>42,000,000.00</b>	<b>0.00</b>	<b>42,000,000.00</b>	<b>1.140</b>	
<i>Purchases</i>																
07/06/17	07/07/17	912828QY9	TREAS NOTE	U.S. Treasury	2.250	07/31/18		5,000,000.00	101.000	5,050,000.00	48,791.44	5,098,791.44		1.302	1.302	
07/27/17	07/28/17	79594JXS0	CP - DISC	Salvation Army		10/26/17		2,000,000.00	99.688	1,993,750.00	0.00	1,993,750.00		1.254	1.254	
08/21/17	08/22/17	3616AKEE7	CP - DISC	GE Capital Treasury		05/14/18		4,000,000.00	98.969	3,958,777.78	0.00	3,958,777.78		1.415	1.415	
08/31/17	09/01/17	92181PD90	CP - DISC	Vanderbilt Univ		04/09/18		7,000,000.00	99.132	6,939,255.56	0.00	6,939,255.56		1.432	1.432	
09/01/17	09/01/17	46640QEV9	CP - DISC	J.P.Morgan Sec		05/29/18		5,000,000.00	98.845	4,942,250.00	0.00	4,942,250.00		1.558	1.558	
<b>Total for: Purchases</b>												<b>23,000,000.00</b>	<b>48,791.44</b>	<b>22,952,824.78</b>	<b>1.413</b>	<b>1.413</b>
<i>Income Payments</i>																
07/07/17	07/07/17	3133EFK30	AGCY BULET	FFCB	0.770	07/07/17				0.00	26,950.00	26,950.00				
07/28/17	07/28/17	3137EADJ5	AGCY BULET	FHLMC	1.000	07/28/17				0.00	10,000.00	10,000.00				
07/31/17	07/31/17	912828QY9	TREAS NOTE	U.S. Treasury	2.250	07/31/18				0.00	56,250.00	56,250.00				
08/31/17	08/31/17	912828UR9	TREAS NOTE	U.S. Treasury	0.750	02/28/18				0.00	22,500.00	22,500.00				
09/18/17	09/18/17	3134G3J68	AGCY BULET	FHLMC	0.900	09/18/17				0.00	18,000.00	18,000.00				

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>2013 Road Bond</b>															
<b>Total for: Income Payments</b>															
										0.00	133,700.00	133,700.00			
<b>Conservation Fund</b>															
<b>Purchases</b>															
08/03/17	08/04/17	46640QB67	CP - DISC	J.P. Morgan Sec		02/06/18		1,000,000.00	99.261	992,611.67	0.00	992,611.67		1.441	1.441
<b>Total for: Purchases</b>															
								1,000,000.00		992,611.67	0.00	992,611.67		1.441	1.441
<b>Income Payments</b>															
08/07/17	08/07/17	3130A8PK3	AGCY BULET	FHLB	0.625	08/07/18				0.00	4,687.50	4,687.50			
<b>Total for: Income Payments</b>															
										0.00	4,687.50	4,687.50			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>General Fund</b>															
<b>Maturities</b>															
07/31/17	07/31/17	912828XP0	TREAS NOTE	U.S. Treasury	0.625	07/31/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00	0.792		
08/24/17	08/24/17	89233GVQ6	CP - DISC	Toyota Mtr Cr		08/24/17		10,000,000.00	100.000	10,000,000.00	0.00	10,000,000.00	1.271		
08/28/17	08/28/17	3133FEU7	AGCY BULET	FFCB	0.780	08/28/17		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00	0.699		
09/01/17	09/01/17	92181NW11	CP - DISC	Vanderbilt Univ		09/01/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00	1.207		
09/11/17	09/11/17	46640PW55	CP - DISC	J.P.Morgan Sec		09/11/17		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00	1.415		
09/26/17	09/26/17	36164JWS9	CP - DISC	GE Capital Treasury		09/26/17		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00	1.107		
<b>Total for: Maturities</b>										<b>40,000,000.00</b>	<b>0.00</b>	<b>40,000,000.00</b>	<b>1.157</b>		
<b>Income Payments</b>															
07/17/17	07/15/17	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		0.00		0.00	16,875.00	16,875.00			
07/31/17	07/31/17	912828XP0	TREAS NOTE	U.S. Treasury	0.625	07/31/17		0.00		0.00	15,625.00	15,625.00			
08/28/17	08/28/17	3133FEU7	AGCY BULET	FFCB	0.780	08/28/17		0.00		0.00	11,700.00	11,700.00			
09/11/17	09/09/17	313378A43	AGCY BULET	FHLB	1.375	03/09/18		0.00		0.00	34,375.00	34,375.00			
09/15/17	09/15/17	742651DG4	AGCY BULET	PEFCO	4.375	03/15/19		0.00		0.00	43,750.00	43,750.00			
09/28/17	09/28/17	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18		0.00		0.00	31,625.00	31,625.00			
09/30/17	09/30/17	3134G7M73	AGCY CALL	FHLMC	1.000	03/30/18		0.00		0.00	25,000.00	25,000.00			
09/30/17	09/30/17	3134G7M73	AGCY CALL	FHLMC	1.000	03/30/18		0.00		0.00	(25,000.00)	(25,000.00)			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>153,950.00</b>	<b>153,950.00</b>			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
<b>Passthrough Toll Reimb</b>															
<b>Maturities</b>															
	09/08/17	313380EC7	AGCY BULET	FHLB	0.750	09/08/17		8,615,000.00	100.000	8,615,000.00	0.00	8,615,000.00		0.683	
	09/22/17	3133EDVU3	AGCY BULET	FFCB	1.125	09/22/17		3,597,000.00	100.000	3,597,000.00	0.00	3,597,000.00		0.687	
<b>Total for: Maturities</b>										<b>12,212,000.00</b>	<b>0.00</b>	<b>12,212,000.00</b>	<b>0.684</b>		
<b>Purchases</b>															
	09/05/17	3130A9AE1	AGCY BULET	FHLB	0.875	10/01/18		8,615,000.00	99.571	8,578,041.65	32,874.60	8,610,916.25		1.282	1.282
	09/20/17	313376BR5	AGCY BULET	FHLB	1.750	12/14/18		3,600,000.00	100.451	3,616,254.00	17,150.00	3,633,404.00		1.377	1.377
<b>Total for: Purchases</b>										<b>12,215,000.00</b>	<b>50,024.60</b>	<b>12,244,320.25</b>	<b>1.310</b>	<b>1.310</b>	
<b>Income Payments</b>															
	09/08/17	313380EC7	AGCY BULET	FHLB	0.750	09/08/17				0.00	32,306.25	32,306.25			
	09/22/17	3133EDVU3	AGCY BULET	FFCB	1.125	09/22/17				0.00	20,233.13	20,233.13			
<b>Total for: Income Payments</b>										<b>0.00</b>	<b>52,539.38</b>	<b>52,539.38</b>			
<b>Road and Bridge General</b>															
<b>Maturities</b>															
	07/25/17	88233GUR5	CP - DISC	Toyota Mir Cr		07/25/17		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.221	1.221
<b>Total for: Maturities</b>										<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>	<b>1.221</b>		
<b>Purchases</b>															
	07/24/17	742651DS8	AGCY BULET	PEFCO	1.875	07/15/18		5,000,000.00	100.555	5,027,750.00	2,604.17	5,030,354.17		1.289	1.289
<b>Total for: Purchases</b>										<b>5,000,000.00</b>	<b>2,604.17</b>	<b>5,030,354.17</b>	<b>1.289</b>	<b>1.289</b>	

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

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Maturities	104,212,000.00	104,212,000.00		1.107	
Total Purchases	41,215,000.00	41,200,110.87		1.369	1.369
Total Income Payments	0.00	344,876.88			

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>2013 Park Bond</b>											
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		0.00	99.017	0.00	11,452.80	0.00	0.00	0.00
92181NYF8	04/13/17	CP - DISC	Vanderbilt Univ 0.000 11/15/17		5,000,000.00	99.262	4,963,100.00	15,716.65	29,212.50	7,687.50	4,992,312.50
46640CC25	06/09/17	CP - DISC	J.P.Morgan Sec 0.000 03/02/18		5,000,000.00	98.958	4,947,908.33	18,016.70	22,325.02	29,766.65	4,970,235.35
<b>Total for 2013 Park Bond</b>							<b>9,911,008.33</b>	<b>45,186.15</b>	<b>51,537.52</b>	<b>37,454.15</b>	<b>9,962,545.85</b>
<b>2013 Road Bond</b>											
3133BEFK30	03/10/16	AGCY BULET	FFCB 0.770 07/07/17		0.00	99.882	0.00	104.58	0.00	0.00	0.00
89233GU79	10/11/16	CP - DISC	Toyota Mtr Cr 0.000 07/07/17		0.00	99.051	0.00	1,905.03	0.00	0.00	0.00
3137EADJ5	03/10/16	AGCY BULET	FHLMC 1.000 07/28/17		0.00	100.173	0.00	(187.98)	0.00	0.00	0.00
48306AVF1	03/22/17	CP - DISC	Kaiser Foundation Hospital 0.000 08/15/17		0.00	99.517	0.00	5,950.00	0.00	0.00	0.00
89233GVX1	12/05/16	CP - DISC	Toyota Mtr Cr 0.000 08/31/17		0.00	99.073	0.00	8,404.44	0.00	0.00	0.00
46640PW17	12/09/16	CP - DISC	J.P.Morgan Sec 0.000 09/01/17		0.00	99.017	0.00	11,452.80	0.00	0.00	0.00
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		0.00	99.433	0.00	14,466.69	0.00	0.00	0.00
3134G3J68	03/03/16	AGCY BULET	FHLMC 0.900 09/18/17		0.00	99.992	0.00	44.16	0.00	0.00	0.00
79584JXS0	07/28/17	CP - DISC	Salvation Army 0.000 10/26/17		2,000,000.00	99.688	1,983,750.00	4,513.88	4,513.88	1,736.12	1,998,263.88
46640PZ14	03/07/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		5,000,000.00	98.954	4,947,694.44	17,888.90	40,444.46	11,861.10	4,988,138.90
742651DK5	10/04/16	AGCY BULET	PEFCO 2.250 12/15/17		5,955,000.00	101.701	6,056,294.55	(21,219.09)	(83,847.71)	(17,446.84)	5,972,446.84
89233GF6	03/24/17	CP - DISC	Toyota Mtr Cr 0.000 12/15/17		4,000,000.00	98.995	3,969,804.44	13,902.24	28,862.24	11,333.32	3,988,666.68
89233HA46	04/11/17	CP - DISC	Toyota Mtr Cr 0.000 01/04/18		8,000,000.00	99.002	7,920,195.56	27,395.60	51,515.56	28,288.88	7,971,711.12
912828UR9	03/09/17	TREAS NOTE	U.S. Treasury 0.750 02/28/18		6,000,000.00	99.652	5,979,140.63	5,370.72	11,977.21	8,882.16	5,991,117.84
46640CC58	06/12/17	CP - DISC	J.P.Morgan Sec 0.000 03/05/18		5,000,000.00	98.958	4,947,908.33	18,016.70	21,737.52	30,354.15	4,969,645.85
46640CCL3	06/26/17	CP - DISC	J.P.Morgan Sec 0.000 03/20/18		5,000,000.00	98.895	4,944,745.83	19,038.90	20,073.62	35,180.55	4,964,819.45
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		9,000,000.00	100.058	9,005,256.00	(1,113.57)	(2,980.89)	(2,275.11)	9,002,275.11
92181PD90	09/01/17	CP - DISC	Vanderbilt Univ 0.000 04/09/18		7,000,000.00	99.132	6,939,255.56	8,283.36	(44,430.49)	52,461.08	6,947,538.92
912828QG8	04/27/17	TREAS NOTE	U.S. Treasury 2.625 04/30/18		7,000,000.00	101.504	7,105,273.44	(26,031.32)	(60,842.95)	(60,842.95)	7,060,842.95
3616AKEE7	08/22/17	CP - DISC	GE Capital Treasury 0.000 05/14/18		4,000,000.00	98.969	3,958,777.78	6,222.22	6,222.22	35,000.00	3,965,000.00
46640QEV9	09/01/17	CP - DISC	J.P.Morgan Sec 0.000 05/29/18		5,000,000.00	98.845	4,942,250.00	6,416.65	6,416.65	51,333.35	4,948,665.65
313379DT3	02/13/17	AGCY BULET	FHLB 1.250 06/08/18		9,000,000.00	100.300	9,027,000.00	(5,117.31)	(12,903.66)	(14,096.34)	9,014,096.34
912828QY9	07/07/17	TREAS NOTE	U.S. Treasury 2.250 07/31/18		5,000,000.00	101.000	5,050,000.00	(10,950.15)	(10,950.15)	(39,049.85)	5,039,049.85

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Total for 2013 Road Bond</b>											
<b>2015 CO Bonds</b>											
					86,955,000.00		86,777,346.56	104,757.45	44,933.82	132,719.62	86,822,280.38
46640PZN6	03/31/17	CP - DISC	J.P.Morgan Sec 0.000 12/22/17		8,000,000.00	98.921	7,913,697.78	29,848.88	59,697.74	26,604.48	7,973,395.52
3133EG3A1	01/31/17	AGCY BULET	FFCB 1.040 04/04/18		6,000,000.00	100.058	6,003,504.00	(742.38)	(1,987.26)	(1,516.74)	6,001,516.74
3135GOWJ8	06/12/17	AGCY BULET	FNMA 0.875 05/21/18		3,000,000.00	99.688	2,990,040.00	2,637.39	3,194.16	6,765.84	2,993,234.16
<b>Total for 2015 CO Bonds</b>											
					17,000,000.00		16,907,241.78	31,743.89	60,904.64	31,853.58	16,968,146.42
<b>Conservation Fund</b>											
46640QB67	08/04/17	CP - DISC	J.P.Morgan Sec 0.000 02/06/18		1,000,000.00	99.261	992,611.67	2,303.89	2,303.89	5,084.44	994,915.56
3130A8PK3	02/06/17	AGCY BULET	FHLB 0.625 08/07/18		1,500,000.00	99.325	1,489,875.00	1,680.76	4,379.94	5,745.06	1,494,254.94
<b>Total for Conservation Fund</b>											
					2,500,000.00		2,482,486.67	3,984.65	6,683.83	10,829.50	2,489,170.50
<b>Future Environmental Liability</b>											
46640PZ14	03/08/17	CP - DISC	J.P.Morgan Sec 0.000 12/01/17		1,500,000.00	98.958	1,484,366.67	5,366.67	12,075.00	3,558.33	1,496,441.67
<b>Total for Future Environmental Liability</b>											
					1,500,000.00		1,484,366.67	5,366.67	12,075.00	3,558.33	1,496,441.67

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amnt/Accr for Period	Total Amnt/Accr Since Purch	Remaining Disc / Prem	Book Value
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury 0.625 07/31/17		0.00	99.715	0.00	690.95	0.00	0.00	0.00
89233GVQ6	12/22/16	CP - DISC	Toyota Mir Cr 0.000 08/24/17		0.00	99.143	0.00	18,900.00	0.00	0.00	0.00
3133FEUJ7	08/31/16	AGCY BULET	FFCB 0.780 08/28/17		0.00	100.080	0.00	(425.40)	0.00	0.00	0.00
92181NW11	03/15/17	CP - DISC	Vanderbilt Univ 0.000 09/01/17		0.00	99.433	0.00	14,466.69	0.00	0.00	0.00
46640PW65	12/16/16	CP - DISC	J.P.Morgan Sec 0.000 09/11/17		0.00	96.954	0.00	22,400.00	0.00	0.00	0.00
36164JWS9	02/27/17	CP - DISC	GE Capital Treasury 0.000 09/26/17		0.00	99.355	0.00	18,608.31	0.00	0.00	0.00
46640PX24	01/06/17	CP - DISC	J.P.Morgan Sec 0.000 10/02/17		3,000,000.00	98.954	2,968,616.67	10,733.34	31,286.66	116.67	2,999,883.33
89233GX35	01/06/17	CP - DISC	Toyota Mir Cr 0.000 10/03/17		8,000,000.00	99.018	7,921,400.00	26,782.24	78,017.76	582.24	7,999,417.76
91514BA41	05/02/17	CP - INT	Univ of TX 1.200 10/20/17		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G7V98	10/29/15	AGCY CALL	FHLMC 0.830 10/27/17	07/27/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
74081JYM1	06/29/17	CP - DISC	Harvard Univ 0.000 11/21/17		4,500,000.00	99.497	4,477,343.75	14,375.03	14,687.52	7,968.73	4,492,031.27
313378A43	10/29/15	AGCY BULET	FHLB 1.375 03/09/18		5,000,000.00	101.332	5,066,617.00	(7,086.30)	(64,138.85)	(12,478.15)	5,012,478.15
3134G7M73	09/30/15	AGCY CALL	FHLMC 1.000 03/30/18	12/30/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
882723A44	11/02/16	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18		2,000,000.00	105.775	2,115,500.00	(20,411.78)	(74,496.48)	(41,003.52)	2,041,003.52
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18	11/11/17	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
313379DT3	06/18/17	AGCY BULET	FHLB 1.250 06/08/18		7,000,000.00	99.977	6,996,390.00	411.88	480.55	1,129.45	6,998,870.55
742651DS8	06/28/17	AGCY BULET	PEFCO 1.875 07/15/18		1,800,000.00	100.569	1,810,236.60	(2,432.27)	(2,512.39)	(7,724.21)	1,807,724.21
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	12/28/17	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
23542BD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	527.90	4,028.60	2,291.40	4,997,708.60
3136G1KL2	05/25/17	AGCY CALL	FNMA 1.150 10/30/18	10/30/17	7,000,000.00	99.750	6,982,500.00	3,044.58	4,262.37	13,237.63	6,986,762.37
742651DG4	02/17/17	AGCY BULET	PEFCO 4.375 03/15/19		2,000,000.00	106.019	2,120,380.00	(14,368.86)	(35,671.94)	(84,708.06)	2,084,708.06
3133EGZK4	10/31/16	AGCY CALL	FFCB 1.070 04/24/19		7,000,000.00	99.841	6,988,870.00	1,114.82	4,079.81	7,050.19	6,992,949.81
<b>Total for General Fund</b>											
							<b>82,800,000.00</b>	<b>87,341.13</b>	<b>(29,996.39)</b>	<b>(113,537.63)</b>	<b>82,913,537.63</b>

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
<b>Passthrough Toll Reimb</b>											
313380EC7	06/20/16	AGCY BULET	FHLB 0.750 09/08/17		0.00	100.081	0.00	(1,072.14)	0.00	0.00	0.00
3133EDVU3	06/20/16	AGCY BULET	FFCB 1.125 09/22/17		0.00	100.546	0.00	(3,530.17)	0.00	0.00	0.00
313313VJ4	06/09/17	AGCY DISCO	FFCB 0.000 04/10/18		8,000,000.00	98.983	7,918,666.67	24,533.28	30,389.97	50,933.36	7,949,066.64
3133EF3B1	04/27/17	AGCY BULET	FFCB 0.750 04/18/18		6,155,000.00	99.639	6,132,780.45	5,682.17	9,722.87	12,486.68	6,142,503.32
3130A4GJ5	05/04/17	AGCY BULET	FHLB 1.125 04/25/18		4,800,000.00	99.963	4,798,224.00	455.09	743.28	1,032.72	4,798,967.28
3130A9AE1	09/08/17	AGCY BULET	FHLB 0.875 10/01/18		8,615,000.00	99.571	8,578,041.65	2,217.93	2,217.93	34,740.42	8,580,259.58
313376BR5	09/22/17	AGCY BULET	FHLB 1.750 12/14/18		3,600,000.00	100.451	3,616,254.00	(326.30)	(326.30)	(15,927.70)	3,615,927.70
<b>Total for Passthrough Toll Reimb</b>								<b>31,170,000.00</b>	<b>27,959.86</b>	<b>83,275.48</b>	<b>31,066,724.52</b>
<b>Road and Bridge General</b>											
89233GUR5	10/28/16	CP - DISC	Toyota Mir Cr 0.000 07/25/17		0.00	99.093	0.00	4,033.35	0.00	0.00	0.00
313313SV1	04/04/17	AGCY DISCO	FFCB 0.000 02/08/18		5,000,000.00	99.079	4,953,930.56	13,672.20	26,749.99	19,319.45	4,980,680.55
89233HBC7	05/26/17	CP - DISC	Toyota Mir Cr 0.000 02/12/18		3,000,000.00	99.032	2,970,961.67	10,196.64	14,186.65	14,851.68	2,985,148.32
3135GOMJ8	06/09/17	AGCY BULET	FNMA 0.875 05/21/18		3,000,000.00	99.685	2,989,950.00	2,637.69	3,282.45	6,767.55	2,993,232.45
742651DS8	07/25/17	AGCY BULET	PEFCO 1.875 07/15/18		5,000,000.00	100.555	5,027,750.00	(5,214.35)	(5,214.35)	(22,535.65)	5,022,535.65
<b>Total for Road and Bridge General</b>								<b>16,000,000.00</b>	<b>25,325.53</b>	<b>18,403.03</b>	<b>15,981,596.97</b>
<b>Tobacco Funds</b>											
313379DT3	05/24/17	AGCY BULET	FHLB 1.250 06/08/18		2,000,000.00	100.036	2,000,712.00	(171.52)	(239.22)	(472.78)	2,000,472.78
<b>Total for Tobacco Funds</b>								<b>2,000,000.00</b>	<b>(171.52)</b>	<b>(472.78)</b>	<b>2,000,472.78</b>
<b>Total for Williamson County</b>								<b>249,925,000.00</b>	<b>331,493.81</b>	<b>204,083.28</b>	<b>249,720,916.72</b>

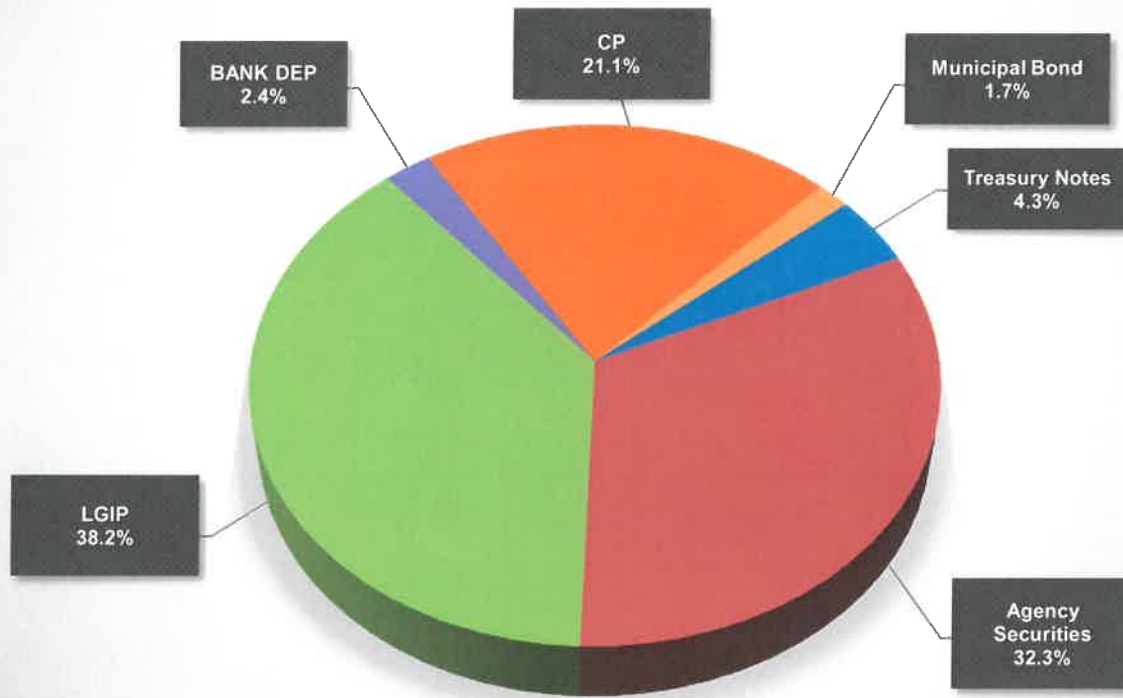
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>2013 Park Bond</b>						
92181NYF8	CP - DISC	Vanderbilt Univ 0.000 11/15/17	11/15/17	0.00	5,000,000.00	5,000,000.00
46640QC25	CP - DISC	J.P.Morgan Sec 0.000 03/02/18	03/02/18	0.00	5,000,000.00	5,000,000.00
<b>Total for 2013 Park Bond</b>				<b>0.00</b>	<b>10,000,000.00</b>	<b>10,000,000.00</b>
<b>2013 Road Bond</b>						
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	10/04/17	46,800.00	0.00	46,800.00
79584JXS0	CP - DISC	Salvation Army 0.000 10/26/17	10/26/17	0.00	2,000,000.00	2,000,000.00
912828QG8	TREAS NOTE	U.S. Treasury 2.625 04/30/18	10/31/17	91,875.00	0.00	91,875.00
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	12/01/17	0.00	5,000,000.00	5,000,000.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	56,250.00	0.00	56,250.00
742651DK5	AGCY BULET	PEFCO 2.250 12/15/17	12/15/17	66,993.75	0.00	66,993.75
89233GZF6	CP - DISC	Toyota Mtr Cr 0.000 12/15/17	12/15/17	0.00	5,955,000.00	6,021,993.75
89233HA46	CP - DISC	Toyota Mtr Cr 0.000 01/04/18	01/04/18	0.00	4,000,000.00	4,000,000.00
912828QY9	TREAS NOTE	U.S. Treasury 2.250 07/31/18	01/31/18	0.00	8,000,000.00	8,000,000.00
912828UR9	TREAS NOTE	U.S. Treasury 0.750 02/28/18	02/28/18	56,250.00	0.00	56,250.00
46640QC58	CP - DISC	J.P.Morgan Sec 0.000 03/05/18	03/05/18	22,500.00	6,000,000.00	6,022,500.00
46640QCL3	CP - DISC	J.P.Morgan Sec 0.000 03/20/18	03/20/18	0.00	5,000,000.00	5,000,000.00
<b>Total for 2013 Road Bond</b>				<b>340,668.75</b>	<b>40,955,000.00</b>	<b>41,295,668.75</b>
<b>2015 CO Bonds</b>						
3133EG3A1	AGCY BULET	FFCB 1.040 04/04/18	10/04/17	31,200.00	0.00	31,200.00
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	11/21/17	13,125.00	0.00	13,125.00
46640PZN6	CP - DISC	J.P.Morgan Sec 0.000 12/22/17	12/22/17	0.00	8,000,000.00	8,000,000.00
<b>Total for 2015 CO Bonds</b>				<b>44,325.00</b>	<b>8,000,000.00</b>	<b>8,044,325.00</b>
<b>Conservation Fund</b>						
46640QB67	CP - DISC	J.P.Morgan Sec 0.000 02/06/18	02/06/18	0.00	1,000,000.00	1,000,000.00
3130A8PK3	AGCY BULET	FHLB 0.625 08/07/18	02/07/18	4,687.50	0.00	4,687.50
<b>Total for Conservation Fund</b>				<b>4,687.50</b>	<b>1,000,000.00</b>	<b>1,004,687.50</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
46640PZ14	CP - DISC	J.P.Morgan Sec 0.000 12/01/17	12/01/17	0.00	1,500,000.00	1,500,000.00
<b>Total for Future Environmental Liability</b>						<b>1,500,000.00</b>
<b>General Fund</b>						
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/17	24,625.00	0.00	24,625.00
882723AA4	MUNICIPAL	TX Trans Comm Hwy Impt GO 5.000 04/01/18	10/01/17	50,000.00	0.00	50,000.00
46640PX24	CP - DISC	J.P.Morgan Sec 0.000 10/02/17	10/02/17	0.00	3,000,000.00	3,000,000.00
89233GX35	CP - DISC	Toyota Mir Cr 0.000 10/03/17	10/03/17	0.00	8,000,000.00	8,000,000.00
91514BAA1	CP - INT	Univ of TX 1.200 10/20/17	10/20/17	28,500.00	5,000,000.00	5,028,500.00
3133EGZK4	AGCY CALL	FFCB 1.070 04/24/19	10/24/17	37,450.00	0.00	37,450.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	10/27/17	20,750.00	5,000,000.00	5,020,750.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/17	23,250.00	0.00	23,250.00
3136G1KL2	AGCY CALL	FNMA 1.150 10/30/18	10/30/17	40,250.00	0.00	40,250.00
3134G8JD0	AGCY CALL	FHLMC 1.000 05/11/18	11/11/17	25,000.00	0.00	25,000.00
74081JYM1	CP - DISC	Harvard Univ 0.000 11/21/17	11/21/17	0.00	4,500,000.00	4,500,000.00
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	43,750.00	0.00	43,750.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	01/15/18	16,875.00	0.00	16,875.00
313378AA3	AGCY BULET	FHLB 1.375 03/09/18	03/09/18	34,375.00	5,000,000.00	5,034,375.00
742651DG4	AGCY BULET	PEFCO 4.375 03/15/19	03/15/18	43,750.00	0.00	43,750.00
3134G9NIM5	AGCY CALL	FHLMC 1.150 09/28/18	03/28/18	31,625.00	0.00	31,625.00
<b>Total for General Fund</b>						<b>420,200.00</b>
<b>Passthrough Toll Reimb</b>						<b>30,920,200.00</b>
3130A9AE1	AGCY BULET	FHLB 0.875 10/01/18	10/01/17	37,690.62	0.00	37,690.62
3133EF3B1	AGCY BULET	FFCB 0.750 04/18/18	10/18/17	23,081.25	0.00	23,081.25
3130A4GJ5	AGCY BULET	FHLB 1.125 04/25/18	10/25/17	27,000.00	0.00	27,000.00
313376BR5	AGCY BULET	FHLB 1.750 12/14/18	12/14/17	31,500.00	0.00	31,500.00
<b>Total for Passthrough Toll Reimb</b>						<b>119,271.87</b>

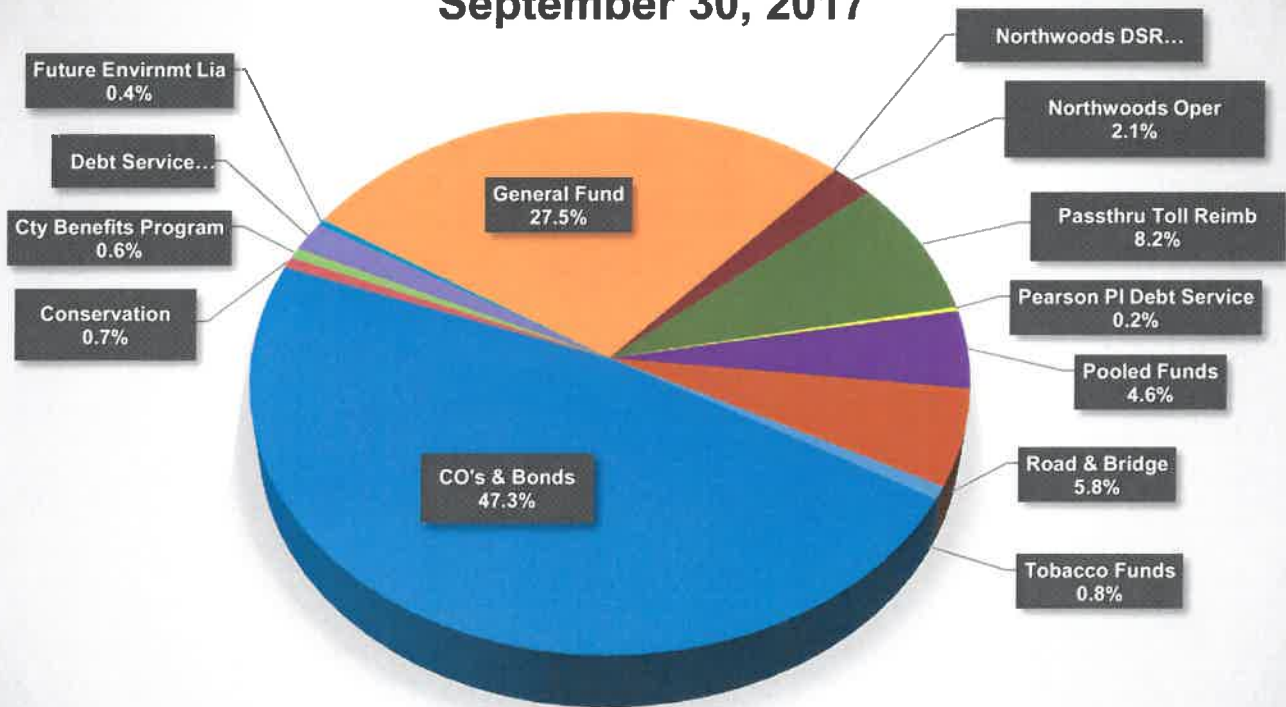
CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Road and Bridge General</b>						
3135G0WJ8	AGCY BULET	FNMA 0.875 05/21/18	11/21/17	13,125.00	0.00	13,125.00
742651DS8	AGCY BULET	PEFCO 1.875 07/15/18	01/15/18	46,875.00	0.00	46,875.00
313313SV1	AGCY DISCO	FFCB 0.000 02/08/18	02/08/18	0.00	5,000,000.00	5,000,000.00
89233HBC7	CP - DISC	Toyota Mfr Cr 0.000 02/12/18	02/12/18	0.00	3,000,000.00	3,000,000.00
<b>Total for Road and Bridge General</b>				<b>60,000.00</b>	<b>8,000,000.00</b>	<b>8,060,000.00</b>
<b>Tobacco Funds</b>						
313379DT3	AGCY BULET	FHLB 1.250 06/08/18	12/08/17	12,500.00	0.00	12,500.00
<b>Total for Tobacco Funds</b>				<b>12,500.00</b>	<b>0.00</b>	<b>12,500.00</b>

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
<b>Total for All Portfolios</b>						
			October 2017	482,471.87	23,000,000.00	23,482,471.87
			November 2017	51,250.00	9,500,000.00	9,551,250.00
			December 2017	210,993.75	24,455,000.00	24,665,993.75
			January 2018	120,000.00	8,000,000.00	8,120,000.00
			February 2018	27,187.50	15,000,000.00	15,027,187.50
			March 2018	109,750.00	20,000,000.00	20,109,750.00
<b>Total Projected Cash Flows for Williamson County</b>				<b>1,001,653.12</b>	<b>99,955,000.00</b>	<b>100,956,653.12</b>

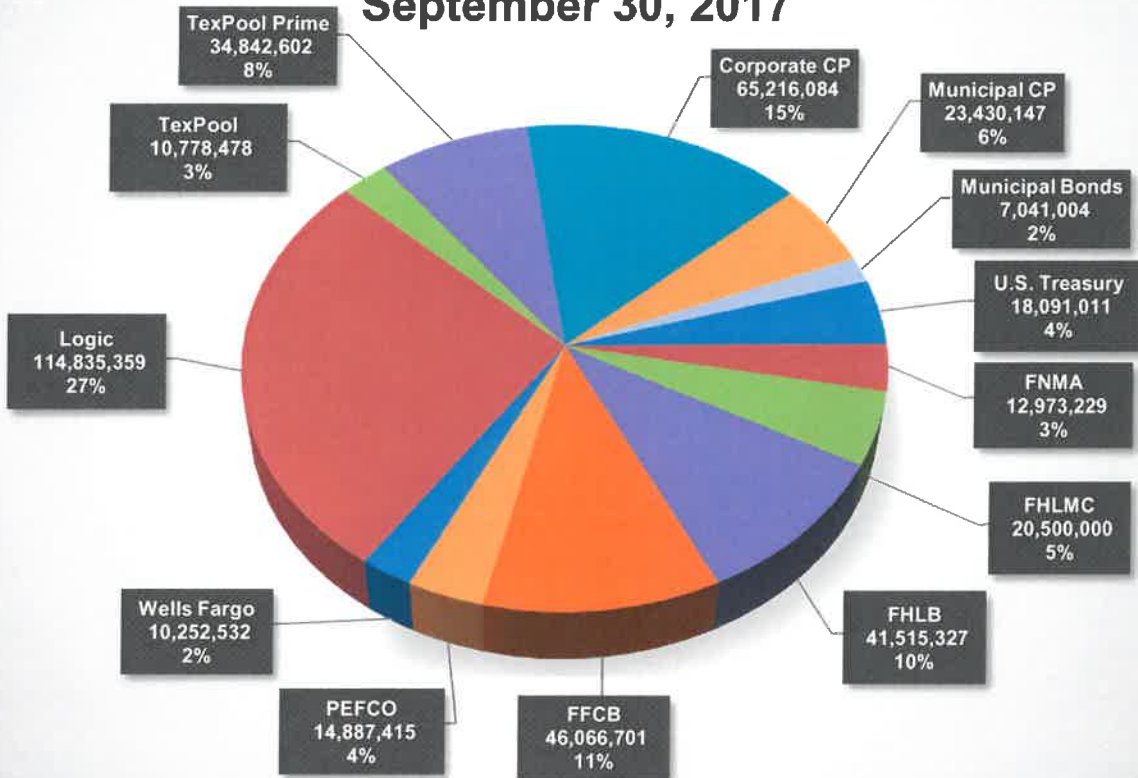
## Investment By Type September 30, 2017



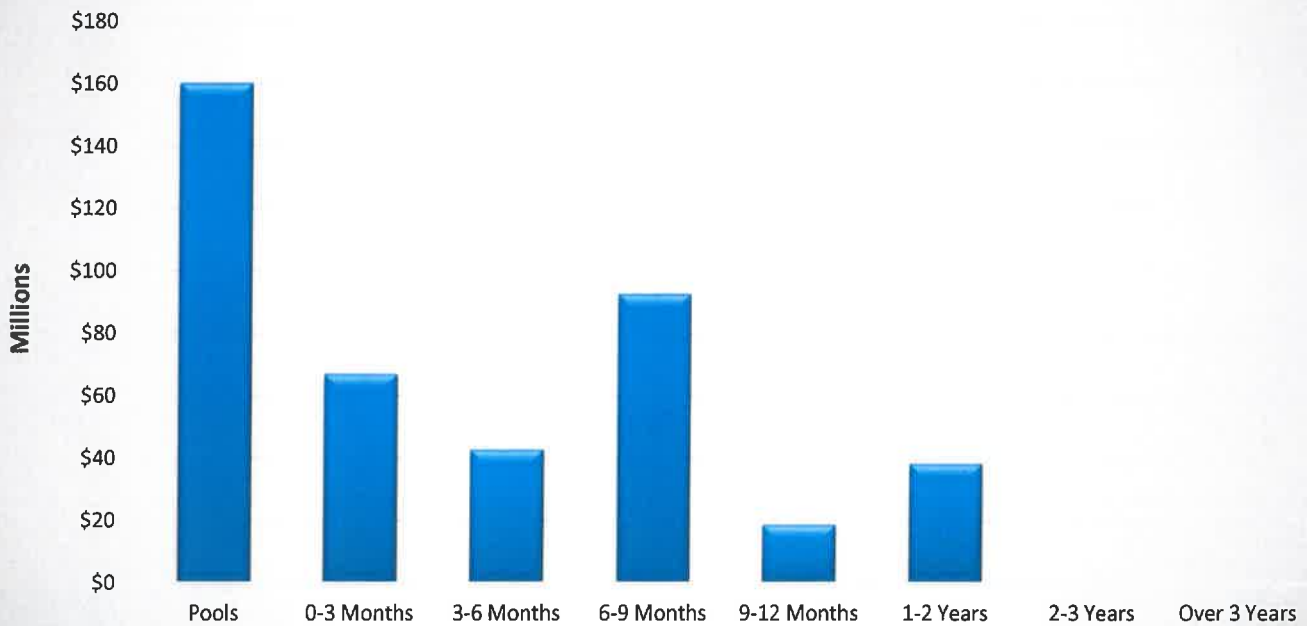
## Investment By Fund September 30, 2017



## Investments By Type September 30, 2017



## Investments By Maturity September 30, 2017



**WILLIAMSON COUNTY INVESTMENT COMMITTEE EDUCATION REPORT**

**September 2017**

**REQUIRED PFIA HOURS: COMMITTEE MEMBERS: 10HRS / BI-ANNUAL (FY 2017/2018)**

**INVESTMENT OFFICER: 10 HRS ANNUAL (CY 2017)**

MEMBER	REQUIRED HOURS	TRAINING DATES	TRAINING TITLE	HOURS CREDITED	FISCAL YEAR	TRAINING GOOD THRU FY	NEXT TRAINING DUE
DAN A. GATTIS	10 HRS / BI-ANNUAL	12/10/2014	GTOT WINTER SEMINAR	13.5	2015	2016	9/30/2018
JERRI JONES	10 HRS / BI-ANNUAL	6/21/2017	INVESTMENT ACADEMY	15	2017	2018	9/30/2020
LARRY GADDES	10 HRS / BI-ANNUAL	3/3/2017	INVESTMENT ACADEMY	22.5	2017	2018	9/30/2020
VALERIE COVEY	10 HRS / BI-ANNUAL	11/18/2016	TX PUBLIC FUNDS INVEST CONF	10	2017	2018	9/30/2020
SCOTT HESELMAYER	(10 HRS ANNUAL)	4/17/2017	ANN COUNTY TREASURER CES	5	2017	2017 (CY)	9/30/2018
	(10 HRS ANNUAL)	3/3/2017	INVESTMENT ACADEMY	12.5	2017	2017 (CY)	9/30/2018

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 10/31/2017

September 2017 Treasurer's Report

**Submitted For:** David Heselmeyer

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

**Department:** County Treasurer

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

**Fiscal Impact**

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

**Attachments**

TR Report 09-2017

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: David Heselmeyer

Final Approval Date: 10/25/2017

**Reviewed By**

Wendy Coco

**Date**

10/25/2017 02:34 PM

Started On: 10/24/2017 11:13 AM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

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

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

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the 31<sup>st</sup> day of October, 2017, at the Regular term of Court, we compared and examined the monthly report of D. SCOTT HESELMAYER, Treasurer of Williamson County, Texas, for **September 2017**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$412,863,372.04.

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

\_\_\_\_\_  
Terry Cook, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct. 3

\_\_\_\_\_  
Larry Madsen, Commissioner Pct. 4

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

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

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

AGENDA DATE \_\_\_\_\_ AGENDA NUMBER \_\_\_\_\_

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

Currency: USD  
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
<b>General Operating</b>				
Cash	(914,220.63)	99,898,447.83	89,891,201.73	9,093,025.47
Investments - TexPool	39,493,119.78	4,229,045.86	8,775,101.82	34,947,063.82
Investments - Restricted Texpool		3,240,000.00	3,240,000.00	
Investments	280,769,637.15	24,163,336.75	55,212,057.18	249,720,916.72
Investments - Logic	101,146,105.72	35,111,033.95	21,421,780.69	114,835,358.98
<b>Total General Operating</b>	<b>420,494,642.02</b>	<b>166,641,864.39</b>	<b>178,540,141.42</b>	<b>408,596,364.99</b>
<b>Payroll Fund</b>				
Cash	6,352,540.70	13,364,047.60	17,342,946.46	2,373,641.84
<b>Total Payroll Fund</b>	<b>6,352,540.70</b>	<b>13,364,047.60</b>	<b>17,342,946.46</b>	<b>2,373,641.84</b>
<b>SO Commissary Fund</b>				
Cash	382,260.06			382,260.06
Investments - Texpool	1,511,105.15			1,511,105.15
<b>Total SO Commissary Fund</b>	<b>1,893,365.21</b>			<b>1,893,365.21</b>
<b>Grand Total</b>	<b>428,740,547.93</b>	<b>180,005,911.99</b>	<b>195,883,087.88</b>	<b>412,863,372.04</b>

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

Date: 24-OCT-17 10:49:59  
Page: 1

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0100 GENERAL FUND	(7,531,504.53)	44,428,817.61	37,360,588.40	(463,275.32)
101000 0200 ROAD & BRIDGE GENERAL FUND	(2,609,585.88)	4,339,245.45	2,150,734.06	(421,074.49)
101000 0205 RD & BRIDGE SPECIAL PROJECTS	(8,375.68)	0.38		(8,375.30)
101000 0231 CAMPO PERSONNEL FUND	(775,334.17)		105,604.53	(880,938.70)
101000 0250 PASS THRU FUNDING PROGRAM	1,098,332.08	12,281,129.03	12,281,129.03	1,098,332.08
101000 0313 WM-CITY OF HUTTO & HUTTO ISD	208,256.17			208,256.17
101000 0340 TOBACCO FUND	278,830.69	800.00	800.00	278,830.69
101000 0350 LAW LIBRARY FUND	33,899.56	39,107.96	28,199.05	44,808.47
101000 0353 JP #3 TEEN COURT PROGRAM	395.90	160.00	111.84	444.06
101000 0355 COURT REPORTER SERVICE FUND	121,460.24	18,894.00	13,810.00	126,544.24
101000 0360 COURTHOUSE SECURITY FUND	119,883.42	35,166.41	28,195.75	126,854.08
101000 0361 JP SECURITY FUND	137,860.11	2,470.90	1,237.45	139,093.56
101000 0364 PRETRIAL PREVENTION PROGRAMS	15,840.00	21,600.00	10,800.00	26,640.00
101000 0365 CHILD SAFETY FUND	244,370.16	104,638.84	52,457.05	296,551.95
101000 0366 CHILD ABUSE PREVENTION FUND	382.02			382.02
101000 0367 JP #3 TRUANCY PROGRAM FD	109,436.10	10,162.46	6,959.12	112,639.44
101000 0368 JP #2 TRUANCY PROGRAM FD	74,574.14	855.24	345.82	75,083.56
101000 0369 JP #4 TRUANCY PROGRAM FD	103,601.08	4,442.57	3,171.45	104,872.20
101000 0370 ALTERNATE DISPUTE RESOLUTION FUND	85,897.94	3,772.84	2,402.55	87,268.23
101000 0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000 0372 JUSTICE COURT TECHNOLOGY FUND	(43,958.12)	84,909.92	7,383.47	33,568.33
101000 0373 JP #1 TRUANCY PROGRAM FD	29,565.37	541.74	211.29	29,895.82
101000 0374 CTY & DIST CT TECHNOLOGY FUND	82,613.50	1,588.32	794.16	83,407.66
101000 0375 ELECTION SRVS CONTRACT FD	370,754.44	11,057.02	34,617.63	347,193.83
101000 0376 SURPLUS ELECTIONS CONTRACT FUND	277,960.39		2,766.81	275,193.58
101000 0377 ELECTION CHAPTER 19 FUND	(12,885.34)	33,810.06	20,924.72	
101000 0378 ELECTION HAVA - TITLE II	550,100.20		57,005.00	493,095.20
101000 0380 PROBATE COURT FUND	51,170.30	1,016.74	1,675.94	50,511.10
101000 0381 GUARDIANSHIP FUND	121,209.66	4,146.92	2,073.46	123,283.12
101000 0382 SPECIALITY COURTS FUND	141,752.20	13,296.44	9,159.94	145,888.70
101000 0384 RCDS ARCHIVE FUND - CO CLERK	400,010.30	92,480.00	67,498.84	424,991.46
101000 0385 RCDS MGMT/PRSRV FD-CO CLRK	768,721.07	193,518.74	135,973.64	826,266.17
101000 0386 RCDS MGMT/PRSRV FD-DIST CLRK	205,019.48	5,435.19	6,952.86	203,501.81
101000 0387 RCDS TECHNOLOGY FUND-DIST CLK	300,827.63	10,464.56	6,611.91	304,680.28
101000 0388 COURT RCDS PRESERVATION FUND	541,227.32	14,397.96	7,198.98	548,426.30
101000 0390 RCDS MGMT/PRSRV FD-CO WIDE	163,418.42	17,240.01	9,582.70	171,075.73
101000 0399 STATE AGENCY FUND	539,959.74	521,300.82	336,715.13	724,545.43
101000 0406 CO ATTY HOT CHECK FUND	21,827.36	2,087.90	1,043.95	22,871.31
101000 0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000 0408 D/A ASSET FORFEITURES	150,674.10	637.84	7,256.49	144,055.45
101000 0410 CO SHRP ASSET FORFEITURES	463,196.56	192,760.04	105,280.77	550,675.83
101000 0490 EMPLOYEE FUND	61,494.79	1,767.40	883.70	62,378.49
101000 0503 OUT OF ST/ICE INMATE BILL FD	1,569,000.83	3,162,291.90	3,150,146.78	1,581,145.95
101000 0507 WC RADIO COMMUNICATION SYSTEM	525,430.46	70,932.96	286,448.85	309,914.57
101000 0508 WMSN CO CONSERVATION FUND	357,000.16		13,201.75	343,798.41
101000 0515 APPELLATE JUDICIAL SYS FD	3,400.88	6,518.00	6,659.88	3,259.00
101000 0545 REGIONAL ANIMAL SHELTER	283,372.97	36,372.92	141,858.44	177,788.45
101000 0546 REG ANIMAL SHELTER DONATION FUND	524,116.82	51,240.28	43,449.98	531,907.12

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

Date: 24-OCT-17 10:49:59  
Page: 2

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000 0571 JJAEP TIER II FUNDING	369,282.29	22,084.00	23,027.70	368,338.59
101000 0600 DEBT SERVICE-COUNTY WIDE	(32,533.09)	112,891.43	80,358.34	
101000 0636 WC HISTORICAL COMMISSION PROGRAM FUND	6,532.30			6,532.30
101000 0777 CAPITAL PROJECTS FUND	127,086.59	30,603,934.30	30,648,437.14	82,583.75
101000 0831 831 CAMPO OPERATING	(559,692.29)	184,118.66	164,622.71	(540,196.34)
101000 0852 AVERY RANCH FUND	(158.99)	2,899.65	2,740.66	
101000 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND		482.00	482.00	
101000 0855 NORTHWOODS RD DIST OPERATING FUND	(8,520.00)	8,520.00		
101000 0875 SO COMMISSARY FUND	382,260.06			382,260.06
101000 0880 PAYROLL FUND	6,352,540.70	13,364,047.60	17,342,946.46	2,373,641.84
101000 0882 FLEET MAINTENANCE	822,180.03	278,930.59	185,875.91	915,234.71
101000 0885 WSMN CO BENEFITS FUND	(747,963.58)	2,694,886.45	1,743,427.58	203,495.29
101000 0888 FIDUCIARY FUNDS	100,000.00			100,000.00
101000 0999 INDIRECT PROJECTS/GRANTS PD	(1,155,142.90)	168,722.38	532,306.52	(1,518,727.04)
<b>Total Cash</b>	<b>5,820,580.13</b>	<b>113,262,495.43</b>	<b>107,234,148.19</b>	<b>11,848,927.37</b>
151000 0100 GENERAL FUND	852.24	311.36		1,163.60
151000 0200 ROAD & BRIDGE GENERAL FUND	24,745.53	20.63		24,766.16
151000 0340 TOBACCO FUND	8,507.45	7.09		8,514.54
151000 0350 LAW LIBRARY FUND	304,127.09	253.73		304,380.82
151000 0355 COURT REPORTER SERVICE FUND	1,097,737.25	915.89		1,098,653.14
151000 0360 COURTHOUSE SECURITY FUND	128,955.53	107.59		129,063.12
151000 0365 CHILD SAFETY FUND	366,254.46	305.36	310.46	366,249.36
151000 0370 ALTERNATE DISPUTE RESOLUTION FUND	222,268.43	185.42		222,453.85
151000 0372 JUSTICE COURT TECHNOLOGY FUND	466,693.53	383.12	75,000.00	392,076.65
151000 0384 RCDS ARCHIVE FUND - CO CLERK	1,925,552.93	1,606.60		1,927,159.53
151000 0385 RCDS MGMT/PRSRV FD-CO CLRK	1,895,991.34	1,581.96		1,897,573.30
151000 0390 RCDS MGMT/PRSRV FD-CO WIDE	428,387.19	357.40		428,744.59
151000 0408 D/A ASSET FORFEITURES	124,098.95	103.54		124,202.49
151000 0410 CO SHRF ASSET FORFEITURES	358,076.69	298.83		358,375.52
151000 0875 SO COMMISSARY FUND	1,511,105.15			1,511,105.15
151100 0100 GENERAL FUND	4,382,743.08	2,523,820.71	4,670,183.90	2,236,379.89
151100 0200 ROAD & BRIDGE GENERAL FUND	11,610,892.32	11,711.25	3,400,000.00	8,222,603.57
151100 0310 WM-FUTURE ENVIRONMENTAL LIAB	25,224.02	26.23		25,250.25
151100 0311 WM-MASTER SITE DEVELOPMENT	688,979.36	716.01		689,695.37
151100 0312 WM-COMMUNITY REC FACILITY	497,732.96	517.27		498,250.23
151100 0340 TOBACCO FUND	1,249,180.48	1,298.21		1,250,478.69
151100 0508 WMSN CO CONSERVATION FUND	259,139.62	269.28		259,408.90
151100 0600 DEBT SERVICE-COUNTY WIDE	5,803,207.47	1,644,033.32		7,447,240.79
151100 0852 AVERY RANCH FUND	396,987.88	412.24	1,469.83	395,930.29
151100 0885 WSMN CO BENEFITS FUND	3,225,622.59	3,288.68	608,000.00	2,620,911.27
151160 0777 CAPITAL PROJECTS FUND	223,019.30	230.07	12,320.00	210,929.37
151161 0777 CAPITAL PROJECTS FUND	412,092.07	427.14	7,817.63	404,701.58
151162 0777 CAPITAL PROJECTS FUND	3,366,050.02	35,856.93		3,401,906.95
<b>Total TexPool/TexPool Prime</b>	<b>41,004,224.93</b>	<b>4,229,045.86</b>	<b>8,775,101.82</b>	<b>36,458,168.97</b>

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

Currency: USD  
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
-----	-----	-----	-----	-----
152000 0100 GENERAL FUND	104,901,240.40	12,297.23	22,000,000.00	82,913,537.63
152000 0200 ROAD & BRIDGE GENERAL FUND	15,975,304.57	6,292.40		15,981,596.97
152000 0250 PASS THRU FUNDING PROGRAM	31,093,518.70	12,205,205.82	12,212,000.00	31,086,724.52
152000 0310 WM-FUTURE ENVIRONMENTAL LIAB	1,494,691.67	1,750.00		1,496,441.67
152000 0340 TOBACCO FUND	2,000,529.96		57.18	2,000,472.78
152000 0508 WMSN CO CONSERVATION FUND	2,487,417.37	1,753.13		2,489,170.50
152180 0777 CAPITAL PROJECTS FUND	90,907,607.18	11,914,673.21	16,000,000.00	86,822,280.39
152181 0777 CAPITAL PROJECTS FUND	14,951,545.85	11,000.00	5,000,000.00	9,962,545.85
152182 0777 CAPITAL PROJECTS FUND	16,957,781.45	10,364.96		16,968,146.41
-----	-----	-----	-----	-----
Total Investments	280,769,637.15	24,163,336.75	55,212,057.18	249,720,916.72
153000 0100 GENERAL FUND		1,620,000.00	1,620,000.00	
153000 0250 PASS THRU FUNDING PROGRAM		1,620,000.00	1,620,000.00	
-----	-----	-----	-----	-----
Total Restricted Investments		3,240,000.00	3,240,000.00	
153500 0100 GENERAL FUND	16,911,681.37	17,023,925.66	13,586,808.78	20,348,798.25
153500 0250 PASS THRU FUNDING PROGRAM	5,105,400.94	42,044.64	1,636,589.65	3,510,855.93
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	995,321.57	1,049.24	482.00	995,888.81
153500 0855 NORTHWOODS RD DIST OPERATING FUND		8,814,389.67	8,520.00	8,805,869.67
153500 0856 NORTHWOODS RD DIST DEBT SERVICE FUND		6,005.97		6,005.97
153780 0777 CAPITAL PROJECTS FUND	35,782,302.70	4,174,710.82	3,356,842.62	36,600,170.90
153781 0777 CAPITAL PROJECTS FUND	12,230,938.77	5,018,130.91	69,172.73	17,179,896.95
153782 0777 CAPITAL PROJECTS FUND	30,120,460.37	30,777.04	2,763,364.91	27,387,872.50
-----	-----	-----	-----	-----
Total Logic	101,146,105.72	35,111,033.95	21,421,780.69	114,835,358.98
Grand Total	428,740,547.93	180,005,911.99	195,883,087.88	412,863,372.04
=====	=====	=====	=====	=====

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 10/31/2017

Vehicle Reimbursement Agreement for City View Bible Church 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 Vehicle Reimbursement Agreement with City View Bible Church (Traffic control at church in Round Rock)

**Background**

This agreement gives permission for City View Bible Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage.

**Fiscal Impact**

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

City View Bible Church

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Starla Hall  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 11:41 AM  
Started On: 10/26/2017 09:32 AM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (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 NON-GOVERNMENTAL ORGANIZATION, 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 are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the OCTOBER 5, 2017 and shall terminate on September 30, 2018. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
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.<sup>1</sup>
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 NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION’s fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION 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. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

<sup>1</sup> It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov’t Code § 152.011.

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.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: Cityview Bible Church

Signature: Mark Davis

Printed Name: Mark Davis

Title: Spiritual Formation Pastor

Date: 11/17, 2017

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: [Signature]

Date: 10-24-17, 2017

Address of Office: 508 S. Rock St.  
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

**Commissioners Court - Regular Session**

**13.**

**Meeting Date:** 10/31/2017

Prime Strategies Inc WA 2 Engineering management services for the Long Range Transportation Plan Corridor Program

**Submitted For:** Robert Daigh

**Submitted By:** Sarah Ramos, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No. 2 in the amount of \$825,000 to expire on October 31, 2018 under Williamson County Contract for Engineering Services (General Engineering Consultant (GEC)) between Prime Strategies, Inc. (PSI) and Williamson County dated May 22, 2017 for the Long Range Transportation Plan (L TP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract control.

**Background**

**Fiscal Impact**

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

Prime Strategies - WA 2 - Long Range Corridor

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Sarah Ramos  
Final Approval Date: 10/25/2017

**Reviewed By**

Wendy Coco

**Date**

10/25/2017 02:34 PM  
Started On: 10/23/2017 11:22 AM

**BUDGET ALLOCATED WORK AUTHORIZATION NUMBER   2**

This Work Authorization is made as of this 1<sup>st</sup> day of November, 2017, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Program Management, Planning & Design Services), dated May 22, 2017 (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*Provide engineering management services required for the Williamson County Long Range Transportation Plan (LTP) Corridor Program including manage design consultants, agency reviews and approval, construction lettings, and budget/contract controls.*

**Section A. - Scope of Services**

A.1. PSI shall perform the following Services:  
*See attached Exhibit B*

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:  
*Not Applicable*

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:  
*Monthly reports and other reports, memorandum, etc. identified in the Scope of Services*

**Section B. – Applicable Period and Schedule**

This Work Authorization shall be effective as of the date of the last party's execution below and continue until 10/31/2018. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:  
*November 1, 2017 – October 31, 2018*

**Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$825,000.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Budget Allocated Work Authorization, County shall bear all costs incident to compliance with the following:

*Not Applicable*

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Budget Allocated Work Authorization:

*Not Applicable*

IN WITNESS WHEREOF, the County and PSI have executed this Budget Allocated Work Authorization.

Williamson County, Texas  
(County)

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

Name: Dan A. Gattis

Title: County Judge

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

Prime Strategies, Inc.  
(PSI)

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

Name: Michael J. Weaver

Title: President

Date: October 18, 2017

**EXHIBIT B**

**SCOPE OF SERVICES TO BE PROVIDED  
BY PSI**

The services to be performed by Consultant under this Agreement shall consist of providing Williamson County LTP Corridor Program General Engineering Consultant (GEC) – Corridor Planning, Design and Program Management Services required to initiate and monitor production of contract documents for the projects for the LTP Corridor Program road and drainage projects.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance

PSI Project Number: WC-425.2  
Williamson County LTP Corridor Program  
Budget Allocated Work Authorizations

Funding Agreements between Williamson County and other entities for designed “partnering” projects.

11. Review all State and Federal funding programs to identify “partnering” opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for corridor projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County LTP Corridor projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

21. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of corridor projects. Including:
  - a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
  - b) Prepare a Master Schedule for the LTP Corridor Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
  - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
  - d) Maintain Bond Program Standard Procedures Manual.
  - e) Maintain Bond Program Standard Forms.
  - f) Maintain Bond Program Engineering Design Criteria.
  - g) Maintain Bond Program Plan Preparation Criteria.
  - h) Maintain Bond Program Standards for CADD and CADD procedures.
  - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
  - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
  - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
  
22. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
  
23. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
  
24. Manage and oversee design and survey firm activities, including but not limited to:
  - a) Aerial photography
  - b) Benchmark and project control data
  - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
  
25. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
  - a) Review scope of work for each road project.
  - b) Review reasonableness of engineering fee estimate for each project.
  - c) Assist Client in negotiation of contracts with selected firms.
  - d) Conduct kick-off meeting with project firm/team.
  - e) Review QA/QC plans submitted by design firms for conformance with County

requirements.

- f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
- g) Review invoices, as requested.
- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

26. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

27. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.

- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.

28. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

## **GENERAL MONTHLY ACTIVITIES**

The following is a summary of general monthly activities and work tasks.

### **PROGRAM ADMINISTRATION**

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County LTP Corridor Construction Projects

### **PROGRAM MANAGEMENT**

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the corridor projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and management Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and corridor work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;

PSI Project Number: WC-425.2  
Williamson County LTP Corridor Program  
Budget Allocated Work Authorizations

- Update LTP Corridor project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Webpages;
- Meetings/Phone Calls/E-Mails with the management Team

LTP CORRIDOR PROJECTS

- Meet with Commissioners on Specific projects;
- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual projects;
- Meetings with environmental consultants on specific projects.

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 10/31/2017

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

**Submitted For:** Terron Evertson

**Submitted By:** Katheryn Cromwell, Infrastructure

**Department:** Infrastructure

**Division:** Road & Bridge

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

This preliminary plat consists of 33.8 acres subdivided into 12 single family lots along CR 406.

**Fiscal Impact**

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

Couplandia

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 10/25/2017

**Reviewed By**

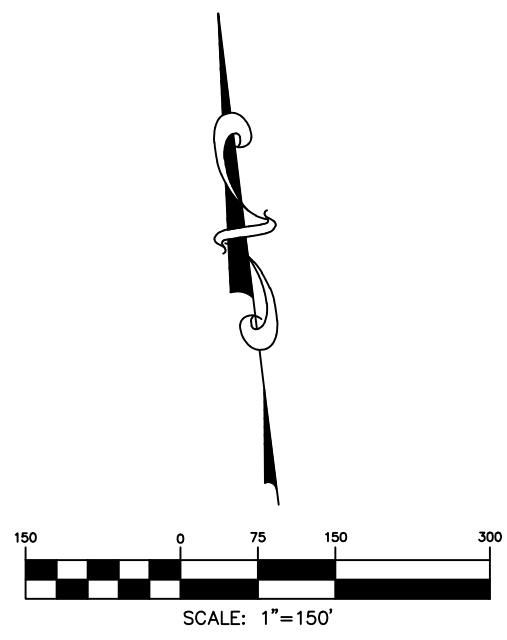
Wendy Coco

**Date**

10/25/2017 04:55 PM

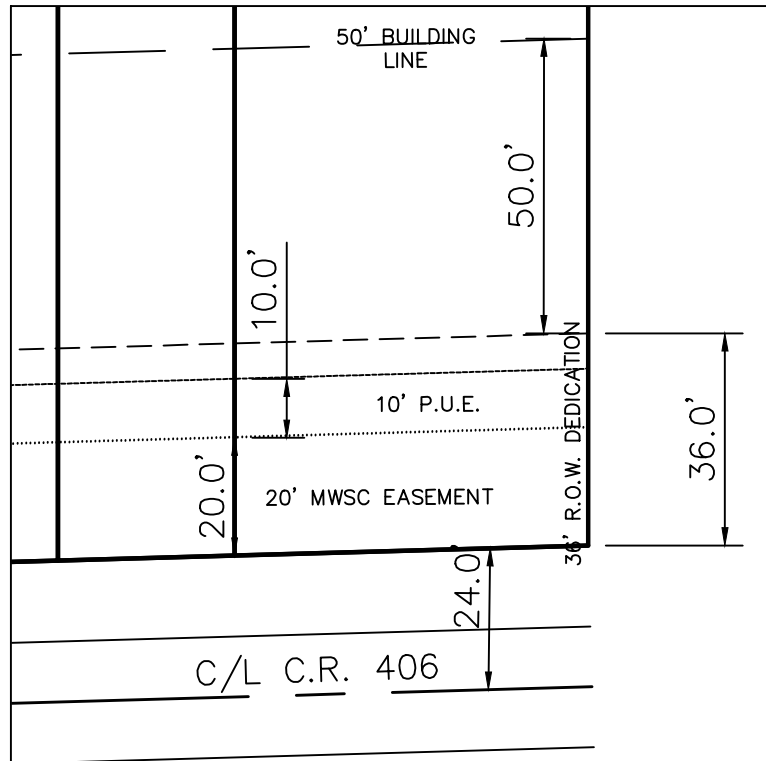
Started On: 10/25/2017 03:25 PM

# COUPLANDIA PRELIMINARY PLAT

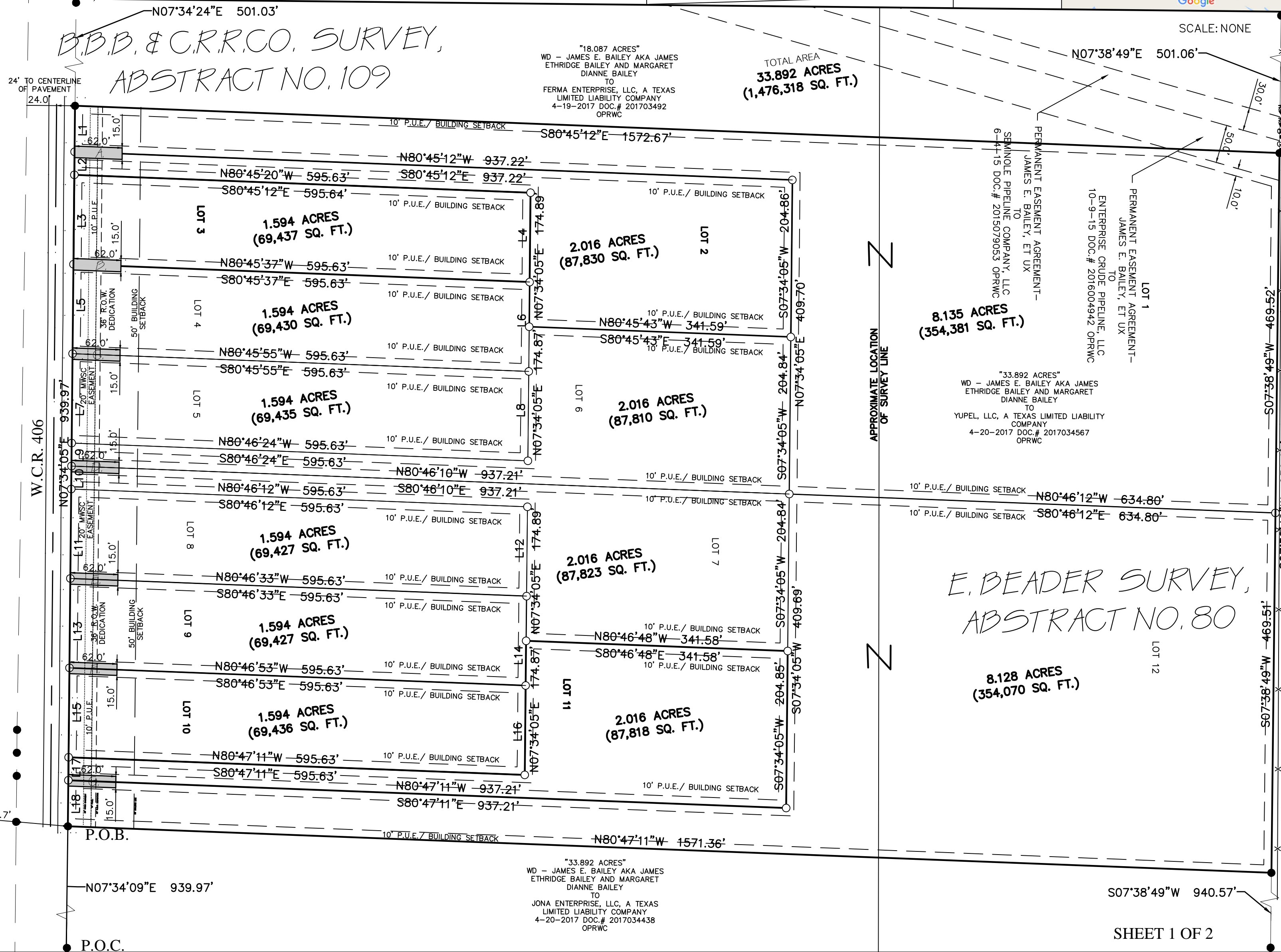
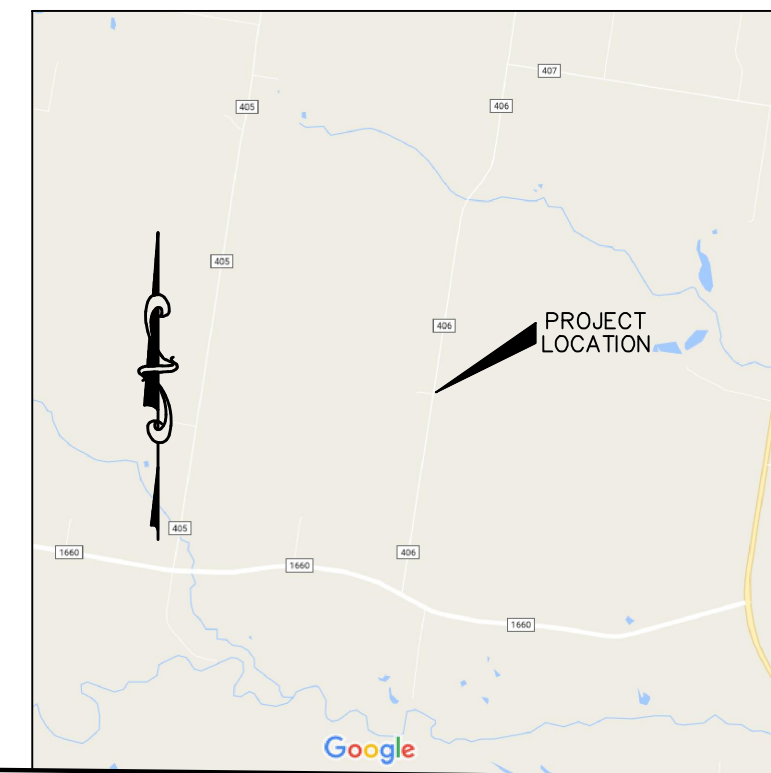


SHARED DRIVEWAY EASEMENT	LOTS SERVED
A	1, 2
B	3, 4 OPTIONAL
C	4, 5
D	6, 7
E	8, 9 OPTIONAL
F	9, 10
G	11, 12

## EASEMENT AND BUILDING LINE DETAIL



## VICINITY MAP



LINE	LENGTH	BEARING
L1	60.03	N07°34'05"E
L2	30.04	N07°34'05"E
L3	116.66	N07°34'05"E
L4	116.59	S07°34'05"W
L5	116.64	N07°34'05"E
L6	116.59	S07°34'05"W
L7	116.67	N07°34'05"E
L8	116.58	S07°34'05"W
L9	29.98	N07°34'05"E
L10	30.02	N07°34'05"E
L11	116.64	N07°34'05"E
L12	116.58	S07°34'05"W
L13	116.64	N07°34'05"E
L14	116.58	S07°34'05"W
L15	116.65	N07°34'05"E
L16	116.60	S07°34'05"W
L17	30.01	N07°34'05"E
L18	60.02	N07°34'05"E

### LEGEND:

- 1/2" IRON ROD SET
- IRON ROD FOUND
- BARBED WIRE FENCE

**SERVICE PROVIDERS**  
 GAS – PROPANE TANKS  
 WATER – MANVILLE WATER SUPPLY CORPORATION  
 ELECTRIC – ONCOR  
 TELECOMMUNICATION – CHARTER  
 SEWER – SEWER SERVICE WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES

**BRYAN TECHNICAL SERVICES, INC.**



911 NORTH MAIN TAYLOR, TX 76574      PHONE: (512) 352-9090  
 FAX: (512) 352-9091

FIRM No. 10128500  
 surveying@austin.tr.com  
 www.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY
1.	8/16/2017	1ST REVIEW	PT
2.	8/28/2017	2ND REVIEW	PT

DRAWN BY: PT	CHECKED BY: BLB
SCALE: 1" = 150'	APPROVED BY: BLB
PROJECT NO. 17-420	DATE: JUNE 14, 2017

# COUPLANDIA PRELIMINARY PLAT

STATE OF TEXAS §  
 § KNOW ALL MEN BY THESE PRESENTS;  
 COUNTY OF WILLIAMSON §  
 THAT, YUPEL, LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2017034567, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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 CITY OF COUPLAND MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS COUPLANDIA, LOCATED IN THE CITY OF COUPLAND, WILLIAMSON COUNTY, TEXAS.

33.892 Acres

These notes describe that certain tract of land situated in located in the B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NO. 109, and the E. BEADER SURVEY ABSTRACT NO. 80, located in Williamson County, Texas; subject tract being part of a called "33.892 Acres" conveyed in a General Warranty Deed from James E. Bailey aka James Ethridge Bailey and Margaret Dianne Bailey to Yupel, LLC, a Texas Limited Liability Company dated 4-20-2017 and recorded in Document No. 2017034567 Official Public Records of Williamson County (OPRWC), subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on June 20, 2017 and being more fully described as follows:

COMMENCING at a found 1/2" Iron Rod at the Southwest corner of a called "33.892 Acres" conveyed in a Warranty Deed from James E. Bailey aka James Ethridge Bailey and Margaret Dianne Bailey to Jona Enterprise, a Texas Limited Liability Company dated 4-20-2017 and recorded in Document No. 2017034438, Official Public Records of Williamson County (OPRWC), THENCE North 07° 34' 09" East with the East line of County Road 406, a distance of 939.97 feet to a found 1/2" Iron Rod at the Southwest corner of subject, same being the PLACE OF BEGINNING of this description;

THENCE North 07° 34' 09" East along the East line of County Road 406, a distance of 939.97 feet to a found 1/2" Iron Rod being the Northwest corner of subject, same being the Southwest corner of a called "18.067 Acres" conveyed in a General Warranty Deed from James E. Bailey aka James Ethridge Bailey and Margaret Dianne Bailey to Ferma Enterprise, LLC, a Texas Limited Liability Company dated 4-19-2017 and recorded in Document No. 201703492 Official Public Records of Williamson County (OPRWC);

THENCE South 80° 45' 12" East with the South line of said "18.067 Acres" passing the common survey line of B.B.B. & R.R.C.O. SURVEY ABSTRACT NO. 109 and E. BEADER SURVEY ABSTRACT NO. 80 at an approximate distance of 1050.38 feet, continuing a total distance of 1572.67 feet to a found 1/2" Iron Rod being the Northeast corner of subject, same being the Southeast corner of said "18.067 Acres";

THENCE South 07° 38' 49" West with the West line of a called "236.85 Acres" conveyed in a Deed of Gift from Carlyn Grau Poole to Henry Elbert Poole, Jr., and Hays William Poole dated 1-3-2006 and recorded in Document No. 2006000011, Official Public Records of Williamson County (OPRWC), a distance of 939.03 feet to a found 1/2" Iron Rod being the Southeast corner of subject, same being the Northeast corner of aforementioned "33.892 Acres";

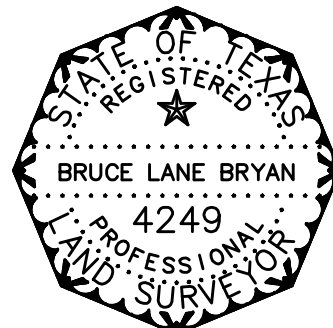
THENCE North 80° 47' 11" West with the North line of said "33.892 Acres" a distance of 1571.36 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 33.892 Acres.

### SURVEYOR'S CERTIFICATE

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS PLACE, EXCEPT SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TAYLOR, TEXAS.  
 TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

BRUCE LANE BRYAN  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 4249 STATE OF TEXAS



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

J. TERROR EVERTSON, PE, DR, CFM  
 COUNTY ENGINEER

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.

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 WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. 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.

DAVID ZWERNEMANN, PE, CFM  
 WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

DAN GATTIS, COUNTY JUDGE  
 WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT 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 \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. \_\_\_\_\_

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

NANCY RISTER, CLERK COUNTY COURT  
 OF WILLIAMSON COUNTY, TEXAS BY:

BY: \_\_\_\_\_ DEPUTY

### GENERAL PLAT NOTES

- THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.
- ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BRYAN TECH SERVICES".
- LOTS 2, 6, 7 AND 11 MAY NOT BE FURTHER SUBDIVIDED.
- DIP-TYPE" DRIVEWAYS WILL BE UTILIZED ON ALL LOTS
- ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED
- 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 FLOODPLAIN BOUNDARIES IN THIS AREA.
- 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 BFE, WHICHEVER IS HIGHER.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY; THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 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 THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. 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 ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED PERSON

THE STATE OF TEXAS  
 COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME  
 MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF TEXAS §  
 § KNOW ALL MEN BY THESE PRESENTS;  
 COUNTY OF WILLIAMSON §  
 THAT, CITY NATIONAL BANK OF TAYLOR, TEXAS, THE LIEN HOLDER ON THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2017034567, RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DOES 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 CITY OF COUPLAND MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS COUPLANDIA, LOCATED IN THE CITY OF COUPLAND, WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 AUTHORIZED PERSON

THE STATE OF TEXAS  
 COUNTY OF WILLIAMSON

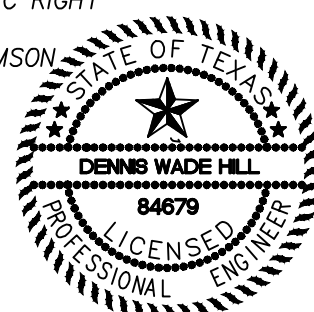
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME  
 MY COMMISSION EXPIRES: \_\_\_\_\_

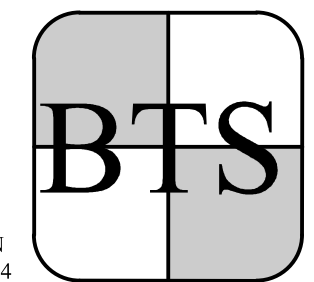
### ENGINEER'S CERTIFICATION

I, DENNIS W. HILL, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCEL IS NOT ENCRONCHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0535E, EFFECTIVE DATE SEPTEMBER 26, 2008, AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS, THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENT SHOWN AND / OR PUBLIC RIGHT OF WAY DEDICATED BY THIS PLAT.  
 TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017



DENNIS W. HILL  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. \_\_\_\_\_ STATE OF TEXAS

### BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN TAYLOR, TX 76574  
 PHONE: (512) 352-9090  
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FIRM No. 10128500  
 surveying@austin.tr.com  
 www.bryantechanicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: PT	CHECKED BY: BLB
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 17-420	DATE: JUNE 14, 2017

**Commissioners Court - Regular Session**

**15.**

**Meeting Date:** 10/31/2017

Update from Dan Wegmiller Financial Advisor

**Submitted For:** Julie Kiley

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor, regarding the sale of \$75 million in Road Bonds and any other items relating to bonds.

**Background**

Dan Wegmiller of Specialized Public Finance, Financial Advisor, will be here to update the commissioners court regarding issuing the balance of the 2013 Road Bond Authorization of \$75 million and any other items pertaining to bonds.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/25/2017

**Reviewed By**

Wendy Coco

**Date**

10/25/2017 02:34 PM

Started On: 10/24/2017 07:59 AM

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 10/31/2017

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

**Submitted For:** Robert Daigh

**Submitted By:** Lydia Linden, Infrastructure

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

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

**Background**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 09/19/2017

**Reviewed By**

Wendy Coco

**Date**

09/19/2017 03:04 PM

Started On: 09/18/2017 01:10 PM

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 10/31/2017

Southwest Bypass Segment 1 Transfer of Ownership for Archeological Collections

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Southwest Bypass Segment 1, a Road Bond Project in Commissioner Pct. 3.

**Background**

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the CAR. Upon completion of the permitted project, a copy of the final report and/or specimens will be provided to CAR per 13 TAC 26.16 and 26.17 for their records.

**Fiscal Impact**

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

**Attachments**

SW Bypass Seg 1 Archeological Transfer of Ownership

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 09:00 AM

Started On: 10/23/2017 03:55 PM

**CENTER FOR ARCHAEOLOGICAL RESEARCH  
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological ~~collections and~~ records from

Williamson County

*name of governmental agency and/or subdivision*

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Southwest Bypass Roadway

Project No. SWCA 40159/41576

County(ies) Williamson

Site No(s) 41WM549, 41WM551, 41WM553, 41WM1258

Permitting Agency THC

Permit # 7992

Description of Materials Field Records and Photographs

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

\_\_\_\_\_  
Signature - Authorized Agent of Sub. Gov. Agency

\_\_\_\_\_  
Authorized Agent of Sponsor (type or print)

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

  
Signature - Authorized Agent of Sub. Arch.

Brandon S. Young  
Authorized Agent of Sub. Arch. (type or print)

SWCA Principal Investigator  
Title/Position

23 OCTOBER 2017  
Date

Address:  
4407 Monterey Oaks Blvd

Building 1, Suite 110

Austin, Texas 78749

512-476-0891

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 10/31/2017

CR 110 South - Atmos Energy Supplemental Utility Agreement

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding a Supplemental Standard Utility Agreement between Atmos Energy and Williamson County for utility relocations on CR 110 South, a Road Bond Project in Commissioner Pct. 4.

**Background**

Atmos Energy had existing facilities, which were in conflict with the proposed construction. The existing facilities have been relocated. The supplemental agreement will reimburse Atmos Energy an additional \$77,960.58 for actual costs incurred during the relocation of the 8 inch gas line which exceeded the original cost estimate. The total cost of the reimbursement is \$276,406.48, with 100% being reimbursed by the County.

**Fiscal Impact**

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

**Attachments**

CR 110 South Atmos Suppl Utility Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 09:00 AM

Started On: 10/23/2017 04:26 PM

**STANDARD UTILITY AGREEMENT  
SUPPLEMENTAL AGREEMENT No. 1 TO CR 110 South**

This Supplemental Agreement is made pursuant to the terms and conditions of the Agreed entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Atmos Energy Corporation, (**the "Utility"**) and shall be effective upon the date of acceptance and execution by and on behalf of the **County**.

**Whereas**, the **County** and **Utility** executed a Standard Utility Agreement on November 15, 2016, concerning the adjustment, relocation, or removal of certain of **Utility's** facilities;

**Whereas**, said Standard Utility Agreement limits the required scope of work and/or the amount of eligible reimbursement;

**Whereas**, due to the newly discovered information by the **Utility** deemed sufficient by the **County**, the **County** and **Utility** agree that supplementation to the Standard Utility Agreement is necessary; and

**Whereas**, the statement of work contained in the Standard Utility Agreement shall be supplemented to include: Installation of Approximate 668 linear feet of 8" HDPE pipeline with approximately 142 linear feet of 12" steel casing, which is more specifically shown in **Utility's** plans, specifications, estimated costs and schedule which are attached to this supplemental agreement as Attachment "A".

**Now, Therefore, Be It Agreed:**

The statement of work contained in the Standard Utility Agreement is supplemented to include the additional adjustment, relocation or removal found in Attachment "A".

The estimated cost of the adjustment, relocation or removal is **increased** by **\$77,960.58** for a total of **\$276,406.48**. The parties agree that the approval of estimated costs in no way indicates the eligibility of said costs for reimbursement.

All conditions and agreements contained in the Standard Utility Agreement except those specifically included in this document remain in effect.

**STANDARD UTILITY AGREEMENT**  
**SUPPLEMENTAL AGREEMENT No 1 TO CR 110 South**  
(con't.)

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.


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

**UTILITY**

**WILLIAMSON COUNTY**

Utility: Atmos Energy Corporation  
*Name of Utility*

By: \_\_\_\_\_  
*Authorized Signature*

By:   
*Authorized Signature*  
Jeffrey S. Knights

Dan A. Gattis  
*Print or Type Name*

Title: VP Technical Services  
Atmos Energy Corporation  
Mid-Tex Division

Title: Williamson County Judge

Date: 10/19/17

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

## **ATTACHMENT "A"**

### **Plans and Estimates:**

# GAS UTILITY RELOCATION PLAN

**GAS UTILITY RELOCATION  
PROPOSED HDPE PIPELINE  
C.R. 110 WIDENING  
CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS**



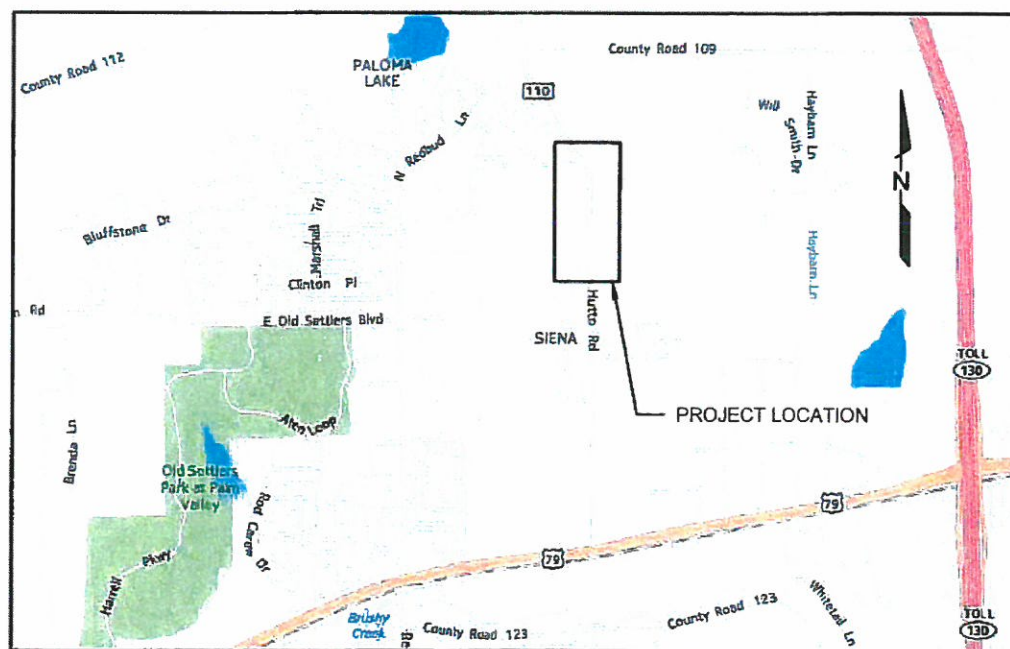
**OWNER: ATMOS ENERGY  
5420 LBJ FREEWAY  
DALLAS, TEXAS 75240**



HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

*Hans J. Kast*  
HANS J. KAST  
TEXAS P.E. NO. 68757  
DATE: 11/17/15

REV. NO.	DRAWING INDEX
0	UEI-080.52459-23044-1101 COVER SHEET / INDEX
0	UEI-080.52459-23044-1202 GENERAL NOTES / PIPE DATA
0	UEI-080.52459-23044-1303 PLAN AND CROSS SECTION - STA 154+62
0	UEI-080.52459-23044-1304 PLAN AND PROFILE - STA 172+00 TO STA. 177+00
0	UEI-080.52459-23044-1305 PLAN AND PROFILES - STA 178+00 TO STA. 184+00



LOCATION MAP  
N.T.S.

NO.	DATE	REVISION
A	11/19/15	ISSUED FOR CLIENT REVIEW
B	12/14/15	ISSUED FOR BID
D	07/01/16	ISSUED FOR CONSTRUCTION



PROJ. MGR.: MARTIN PEREZ	PROJECT NO.: 080.52459	UEI JOB NO.: 23044
DRAWN BY: UEI	CHECKED BY: HJK	APPROVED BY: JTS
UPI DOC. CONTROL NO.: 23044-505-GNW-00001	DATE: 11/17/15	

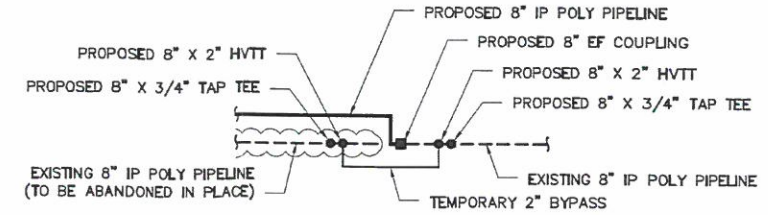
**GAS UTILITY RELOCATION  
PROPOSED ATMOS ENERGY PIPELINE  
C.R. 110 WIDENING  
CITY OF ROUND ROCK  
COVER SHEET / INDEX**

WILLIAMSON COUNTY	TEXAS
SCALE: AS SHOWN	SHEET 1 OF 5
DRAWING NO. UEI-080.52459-23044-1101	REV 0

**HDPE NOTES:**

- CONSTRUCT IN ACCORDANCE WITH CFR TITLE 49, PART 192 AND COMPANY'S GENERAL SPECIFICATIONS AND PROCEDURES.
- CROSSINGS AT PUBLIC ROADS AND HIGHWAYS WILL MEET REQUIREMENTS OF TxDOT UAP/UAR (IF APPLICABLE).
- MINIMUM COVER REQUIREMENTS TO TOP OF PIPE.  
**HDPE**  
 PARALLEL TO RIGHT-OF-WAY: **36"** BELOW SOIL NOT TO EXCEED: **42"** BELOW SOIL  
 HIGHWAY CROSSING: **30"** BELOW PAVEMENT NOT TO EXCEED: **60"** BELOW PAVEMENT  
 X-ING BAR DITCHES: **30"** BELOW SOIL NOT TO EXCEED: **48"** BELOW SOIL  
 WHERE PRACTICABLE
- INHIBITOR:      GAL. METHANOL:      GAL.(ENTIRE LINE)
- CATHODIC PROTECTION:  
 ANODES: INSTALL      LB. ANODES PER DWG. STD.  
 RECTIFIER TO BE INSTALLED AFTER PROJECT COMPLETION.  
 EXISTING CATHODIC PROTECTION TO BE USED.  
 RECTIFIER TO BE INSTALLED AS PART OF CONSTRUCTION PROJECT.  
 POLY SYSTEM, CATHODIC PROTECTION NOT REQUIRED.
- ALL DISTANCES SHOWN ARE HORIZONTAL SURFACE DISTANCES.
- PROPOSED AND KNOWN EXISTING PIPELINES ALONG WITH ALL KNOWN UNDERGROUND OBSTRUCTIONS TO BE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PREVIOUSLY UNDISCOVERED UNDERGROUND OBSTRUCTIONS.
- CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" OPEN CUT/48" BORE OR HORIZONTAL DIRECTIONAL DRILL (HDD) CLEARANCE BETWEEN PIPELINE AND ALL UNDERGROUND OBSTRUCTIONS. IF ALL UNDERGROUND UTILITIES CAN BE LOCATED BY POT HOLES, THEN BORE OR HDD CLEARANCE MAY BE WAIVED TO 18" MINIMUM BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- NO DISTURBANCE WITHIN 3 FEET HORIZONTALLY OF EXISTING ATMOS ENERGY PIPELINES WITHOUT PRIOR APPROVAL BY ATMOS ENERGY. AN ATMOS ENERGY REPRESENTATIVE MUST BE PRESENT DURING ANY CONSTRUCTION ACTIVITIES AROUND OR OVER ATMOS ENERGY PIPELINES.
- UNIVERSAL ENSCO, INC. MAKES NO WARRANTY (EXPRESS, IMPLIED OR OTHERWISE) THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE OR COMPLETE AS TO ANY AND ALL SUBSURFACE CONDITIONS. ANY RELIANCE CONTRACTOR PLACES ON THE INFORMATION CONTAINED HEREIN AS TO SUCH CONDITIONS IS DONE SO AT CONTRACTOR'S OWN RISK AND EXPENSE. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.
- THE CONTRACTOR SHALL CONTACT ATMOS ENERGY REPRESENTATIVE SHANE STARK (OFFICE: 512-310-3870) AT LEAST 72 HOURS (3 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY FOR LOCATION OF WATER AND SANITARY SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CONTACT THE STATE ONE CALL SYSTEM AT 1-800-545-6005 AND DIG TESS AT 1-800-344-8377 AT LEAST 48 HOURS (2 BUSINESS DAYS) BEFORE COMMENCING WORK THAT WOULD AFFECT ANY UNDERGROUND UTILITIES.
- CONTRACTOR TO GATHER AND DELIVER X-Y-Z AS-BUILT DIMENSIONS FOR ALL POINTS OF INFLECTION AND TIE-INS.
- CONTRACTOR SHALL INSTALL APPROVED TRACING WIRE ALONG THE ENTIRE LENGTH AND ADJACENT TO POLYETHYLENE PIPE. TRACER WIRE TO BE INSTALLED APPROXIMATELY TWO TO FOUR INCHES FROM PIPE AND ON SAME APPROXIMATE ELEVATION AS PIPE. TRACER SHALL BE INSTALLED ALONG WITH POLYETHYLENE PIPE IN DIRECTIONAL BORES. CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED TRACER WIRE TEST BOXES APPROXIMATELY EVERY 500 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- CONTRACTOR SHALL INSTALL ATMOS ENERGY SUPPLIED PIPELINE MARKERS (T-POST WITH BOLT ON SIGNS) APPROXIMATELY EVERY 400 FEET AS DIRECTED BY THE ON-SITE ATMOS ENERGY REPRESENTATIVE.
- CONTRACTOR TO COORDINATE WITH THE ON-SITE ATMOS ENERGY REPRESENTATIVE FOR IMPLEMENTATION OF THE SWPPP (IF REQUIRED).
- THESE DRAWINGS ARE FOR REFERENCE ONLY. GAS LINE LOCATIONS AND OTHER MEASUREMENTS SHOWN ON THESE MAPS ARE APPROXIMATE. ATMOS ENERGY DOES NOT GUARANTEE THE ACCURACY OF THESE MAPS NOR DOES ATMOS ENERGY ASSUME ANY RESPONSIBILITY OR LIABILITY FOR RELIANCE THEREON. ANY RELIANCE ON THIS INFORMATION IS DONE AT CONTRACTOR'S OWN RISK.
- UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS ENERGY PIPELINE TO THE EXISTING DRAWINGS PROVIDED BY COBB FENDLEY & ASSOCIATES, INC.
- IF VOIDS ARE ENCOUNTERED, EXCAVATION SHOULD STOP IMMEDIATELY AND CONTACT ATMOS REPRESENTATIVE MARY JOHNSON (OFFICE: 214-206-2863, CELL: 972-754-6220) TO PERFORM AN INVESTIGATION OF THE VOIDS.
- CONTRACTOR SHALL PROVIDE ALL MATERIALS REQUIRED TO FILL FALSE HOLES CREATED FROM DIRECTIONAL DRILLS AFTER PIPE REMOVAL WITH FLOWABLE FILL.

21. CONTRACTOR VERIFY THE LOCATION, RELOCATION, ABANDONMENT, AND/OR TEMPORARY SUPPORT OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THE STRUCTURE AND EMBANKMENT AND COORDINATE THESE ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES, AGENCIES, AND/OR AUTHORITIES. FOR INFORMATION ON, AND RELOCATION OF, FIBER OPTIC CABLE, CALL 1-800-336-9193. SEE EXISTING UTILITY SHEETS.



**TYPICAL TIE-IN BYPASS DETAIL**  
 (SUBJECT TO CHANGE BASED ON FIELD CONDITIONS)  
 N.T.S.

**HDPE PIPE TABLE**

MARK	NOMINAL PIPE SIZE (INCHES)	D O.D. (in.)	t MIN. W.T. (in.)	DIAMETER RATIO D/R	S MIN. YIELD (PSI)	MAX. DESIGN PRESSURE (PSIG)	DESIGN MAOP (PSIG)	PSIG @ 100% S.M.Y.S.	MINIMUM TEST PRESSURE (PSIG)	MAXIMUM TEST PRESSURE (PSIG)	MINIMUM TEST DURATION HOURS	% S.M.Y.S.	PIPE LENGTH (FEET)
A	B	8.625	0.785	11.0	1600	102	60	320	153	163	*	18.75	541

\*TESTING SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 6, LATEST EDITION.  
 FUSION SPECIFICATIONS: CONSTRUCTION PROCEDURES, CHAPTER 3, LATEST EDITION.

**PRINCIPAL DESIGN EQUATION (BARLOW'S) FOR HDPE PIPE**

$$P = 2 \times S \times \frac{t}{D-t} \times .32$$

WHERE:

- P = DESIGN PRESSURE (PSIG)
- S = MINIMUM YIELD STRENGTH (PSI)
- D = NOMINAL OUTSIDE DIAMETER (IN.)
- t = NOMINAL WALL THICKNESS OF PIPE (IN.)
- MAOP = MAXIMUM ALLOWABLE OPERATING PRESSURE (PSIG)

**8" HDPE**

$$P = 2 \times 1600 \times \left[ \frac{0.785 \text{ IN.}}{8.625 \text{ IN.} - 0.785 \text{ IN.}} \right] \times .32$$

P = 102 PSIG ALLOWABLE BY CALCULATION  
 P = 60 PSIG ACTUAL DESIGN MAOP

**STEEL PIPE TABLE**

MARK	NOMINAL PIPE SIZE (INCHES)	O.D. (in.)	WALL THKNS. (in.)	PIPE GRADE	CLASS LOC.	DESIGN FACTOR	PSIG @ 100% S.M.Y.S.	EXISTING MAOP (PSIG)	SYSTEM DESIGN PRESS (PSIG)	PIPE SEAM	INTERNAL HOOP STRESS % S.M.Y.S.	MAX TESTING REQUIREMENTS			X-RAY %	COATING SPEC.	FIELD JOINT COATING	PIPE LENGTH (FEET)
												MIN. TEST PRESSURE (PSIG)	MAX. TEST PRESSURE (PSIG)	TEST DURATION (HOUR)				
B	12	12.75	0.375	X-42	-	-	-	-	-	ERW	-	-	-	-	CASING	-	175	

WELDING SPECIFICATION : WPS-542GA



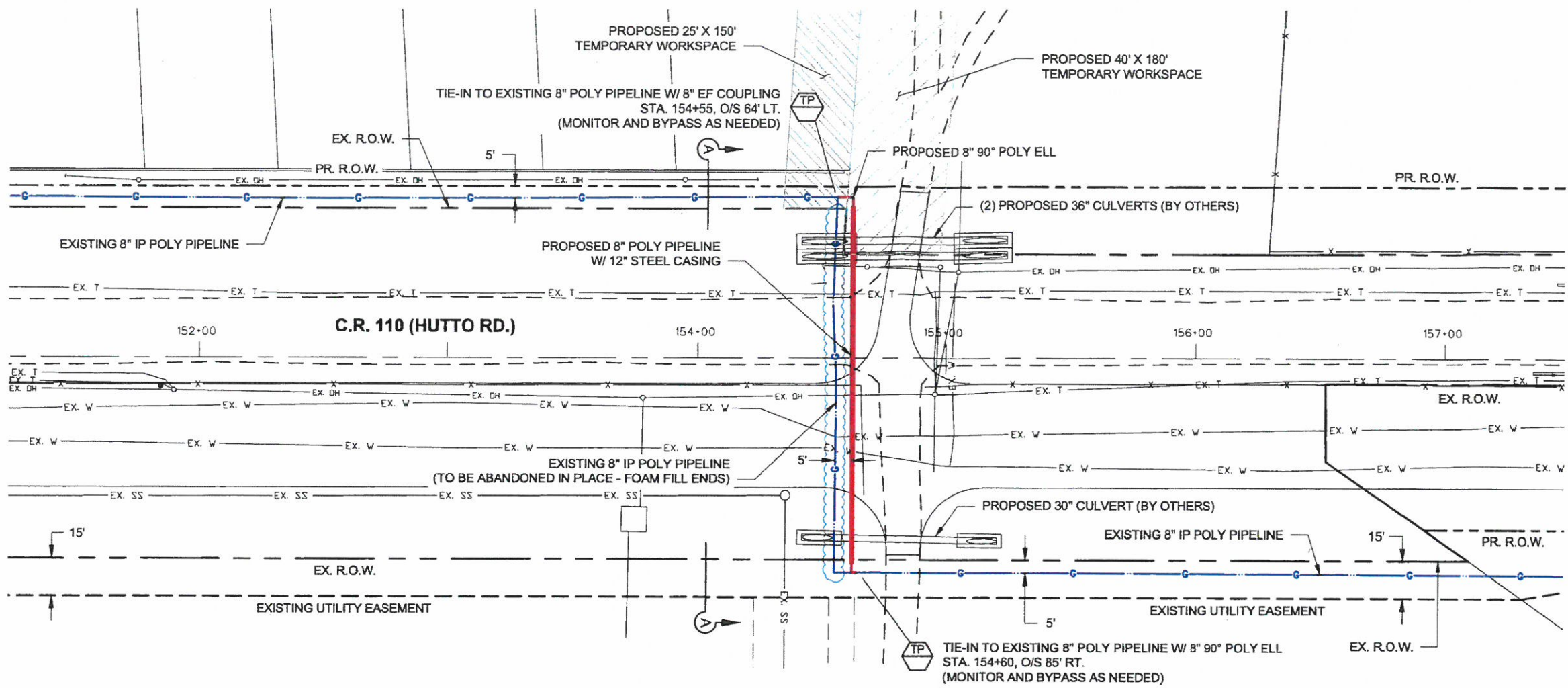
I, HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE, LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

*Hans J. Kast* 7/12/16  
 HANS J. KAST  
 TEXAS P.E. NO. 68757  
 DATE

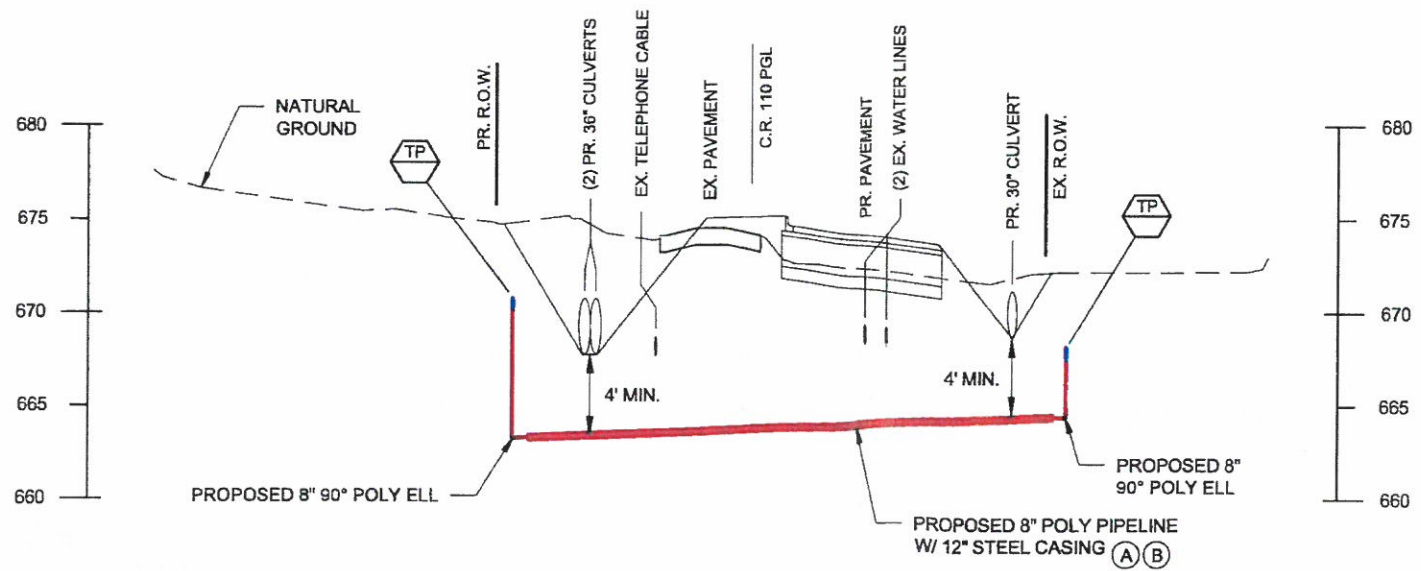
NO.	DATE	REVISION
A	11/19/15	ISSUED FOR CLIENT REVIEW
B	12/14/15	ISSUED FOR BID
C	07/01/16	ISSUED FOR CONSTRUCTION

PROJ. MGR.: MARTIN PEREZ		UJI JOB NO.: 23044	
PROJECT NO.: 080.52459		DRAWN BY: UEI	
CHECKED BY: HJK		APPROVED BY: JTS	
UPI DOC. CONTROL NO.: 23044-505-GNW-00002		DATE: 11/17/15	
<b>GAS UTILITY RELOCATION</b> <b>PROPOSED ATMOS ENERGY PIPELINE</b> <b>C.R. 110 WIDENING</b> <b>CITY OF ROUND ROCK</b> <b>GENERAL NOTES / PIPE DATA</b>			
WILLIAMSON COUNTY		TEXAS	
SCALE: NONE	SHEET 2 OF 5	REV	
DRAWING NO. UEI-080.52459-23044-1202		0	

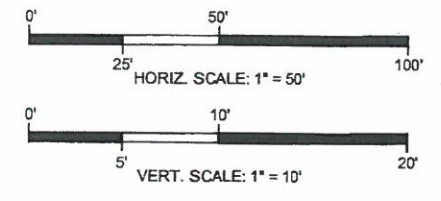
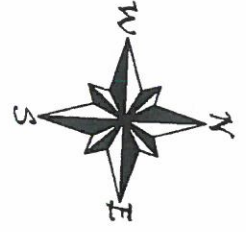


**PLAN**



**CROSS SECTION "A-A" - STA. 154+62**

NOTE: CROSS SECTION IS INTENDED AS A GUIDE ONLY. CONTRACTOR TO VERIFY LOCATION & DEPTH OF EXISTING UTILITIES.



I, HANS J. KAST, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE CIVIL AND MECHANICAL DESIGN OF THE PIPELINE AND RELATED ASSEMBLIES MEETS OR EXCEEDS THE REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS, TITLE 49, PART 192, "TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE" LATEST EDITION. THIS CERTIFICATION MAKES NO GUARANTEE THAT THIS DRAWING CONTAINS COMPLETE OR CONCLUSIVE INFORMATION. THE CONSTRUCTION CONTRACTOR MUST CONTACT THE STATE "ONE CALL" SYSTEM PRIOR TO ANY EXCAVATION.

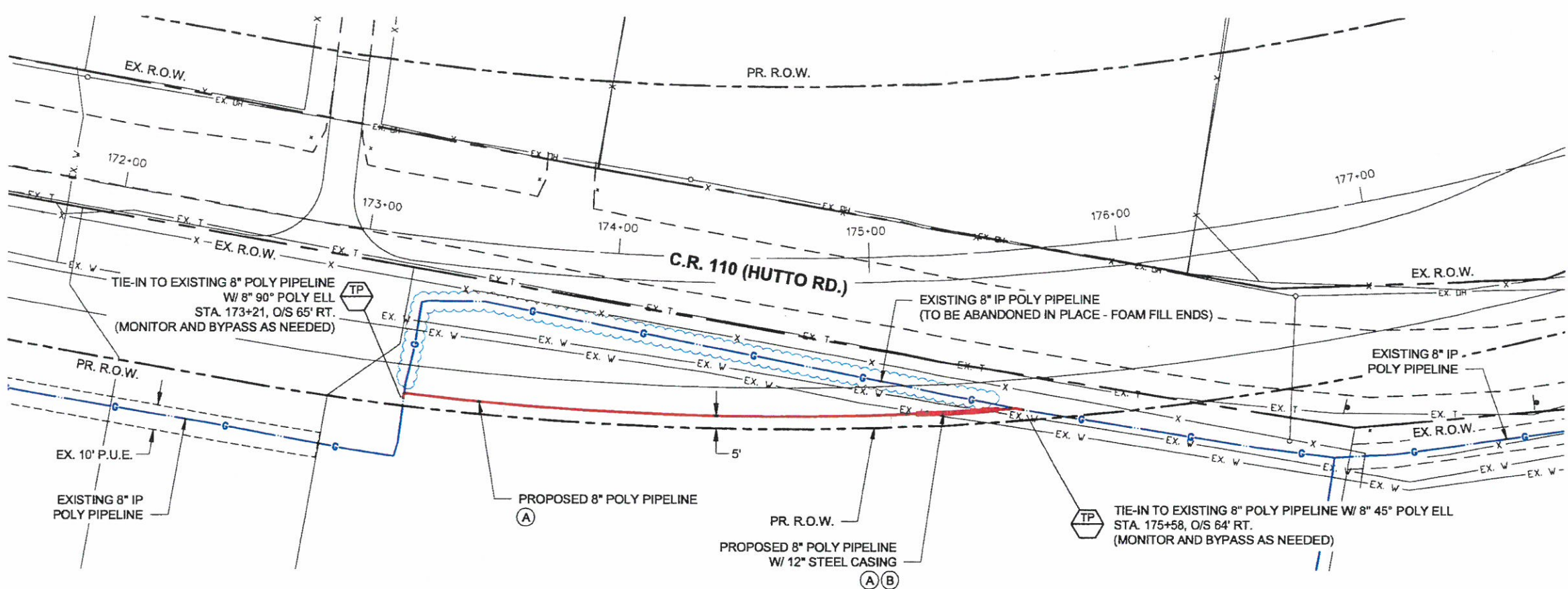
*Hans J. Kast* 7/12/16  
 HANS J. KAST DATE  
 TEXAS P.E. NO. 68757

NO.	DATE	REVISION
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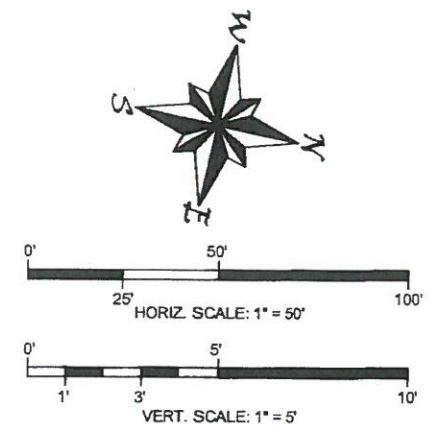


PROJ. MGR.: MARTIN PEREZ	
PROJECT NO.: 080.52459	UEI JOB NO.: 23044
DRAWN BY: UEI	CHECKED BY: HJK
APPROVED BY: JTS	DATE: 11/17/15
UPI DOC. CONTROL NO.: 23044-505-PPW-10001	
<b>GAS UTILITY RELOCATION</b> <b>PROPOSED ATMOS ENERGY PIPELINE</b> <b>C.R. 110 WIDENING</b> <b>CITY OF ROUND ROCK</b> <b>PLAN &amp; CROSS SECTION - STA. 154+62</b>	
WILLIAMSON COUNTY	TEXAS
SCALE: AS SHOWN	SHEET 3 OF 5
DRAWING NO. UEI-080.52459-23044-1303	REV 0

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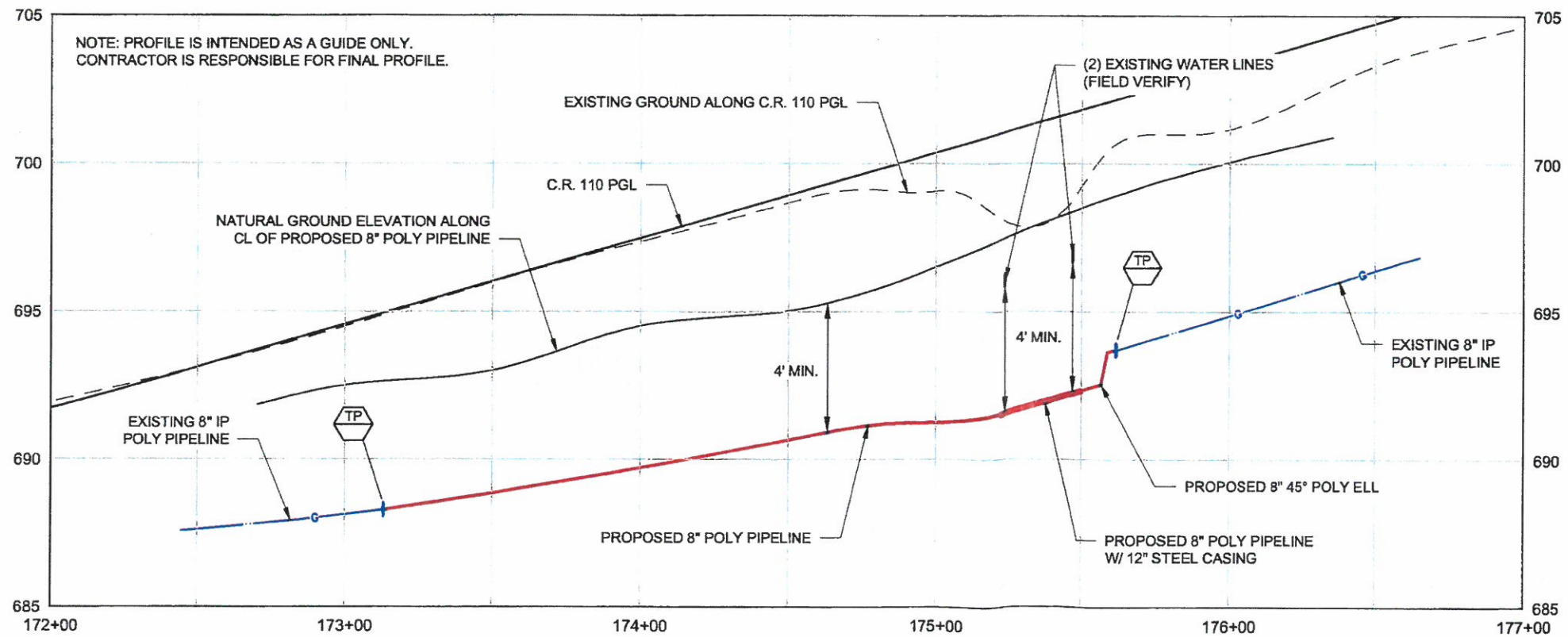


**PLAN**



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*[Signature]* 7/2/16  
 HANS J. KAST DATE  
 TEXAS P.E. NO. 68757



**PROFILE**

NO.	DATE	REVISION
A	11/19/15	ISSUED FOR CLIENT REVIEW
B	12/14/15	ISSUED FOR BID
D	07/01/16	ISSUED FOR CONSTRUCTION

UniversalPegasus INTERNATIONAL  
 A Subsidiary of Hardington Logistics Industries  
 Universal Energy, P.C.  
 4848 Loop Central Dr., Houston, Texas 77061-2305  
 Houston, Texas 77061-2305 713.677.7777  
 www.universalpegasus.com

PROJ. MGR.: MARTIN PEREZ	UEI JOB NO.: 23044
PROJECT NO.: 080.52459	APPROVED BY: JTS
DRAWN BY: UEI	CHECKED BY: HJK
UPI DOC. CONTROL NO.: 23044-505-PPW-10002	DATE: 11/17/15

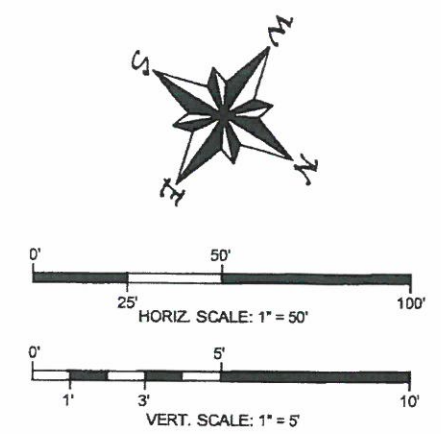
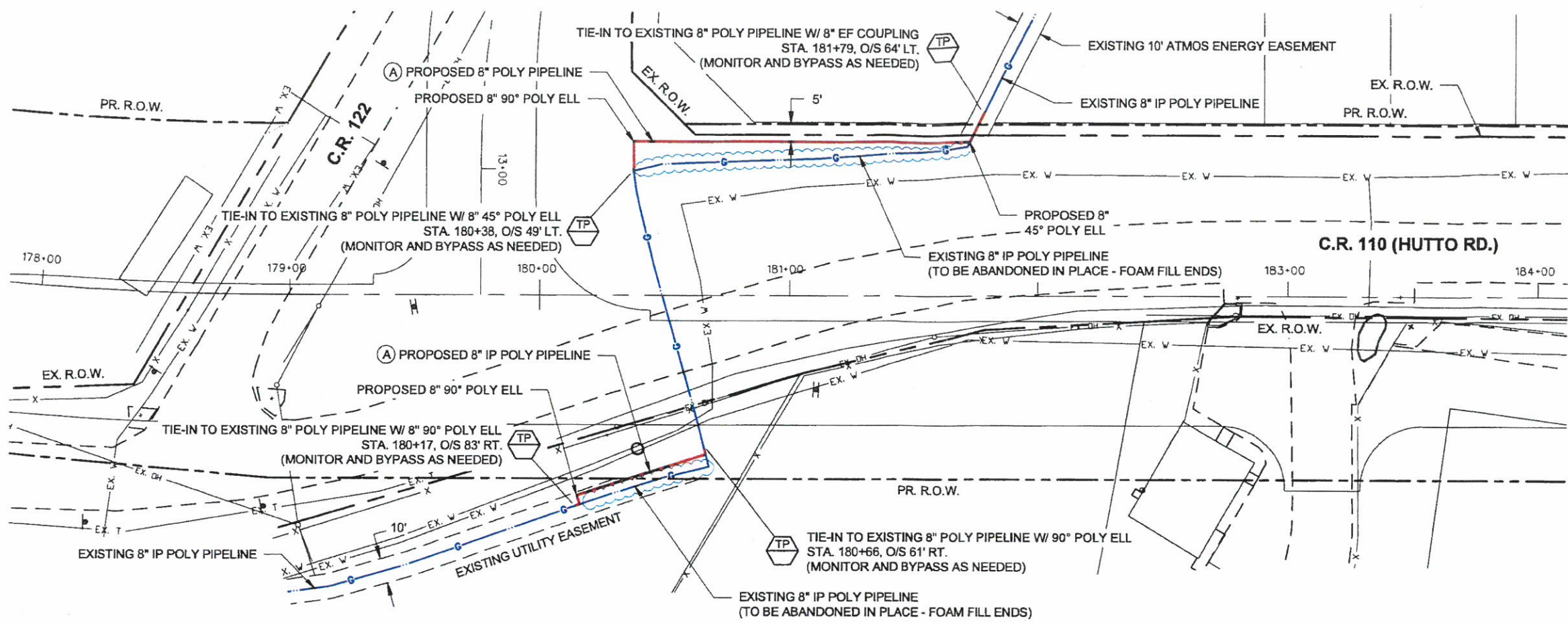
**GAS UTILITY RELOCATION  
 PROPOSED ATMOS ENERGY PIPELINE  
 C.R. 110 WIDENING  
 CITY OF ROUND ROCK  
 PLAN & PROFILE - STA. 172+00 TO STA. 177+00**

WILLIAMSON COUNTY TEXAS

SCALE: AS SHOWN SHEET 4 OF 5 REV 0

DRAWING NO. UEI-080.52459-23044-1304 0

W:\23044-ATMOS-CR 110 Widening-805050 Engineering Design\050 Pipeline Drawings\050 Based Record Set\050 FILED\MKV - 10\UEI-080.52459-23044.dwg, 7/17/2016 4:11:28 AM, DWG, 16 PDF, 2



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*Hans J. Kast*  
 HANS J. KAST  
 TEXAS P.E. NO. 68757  
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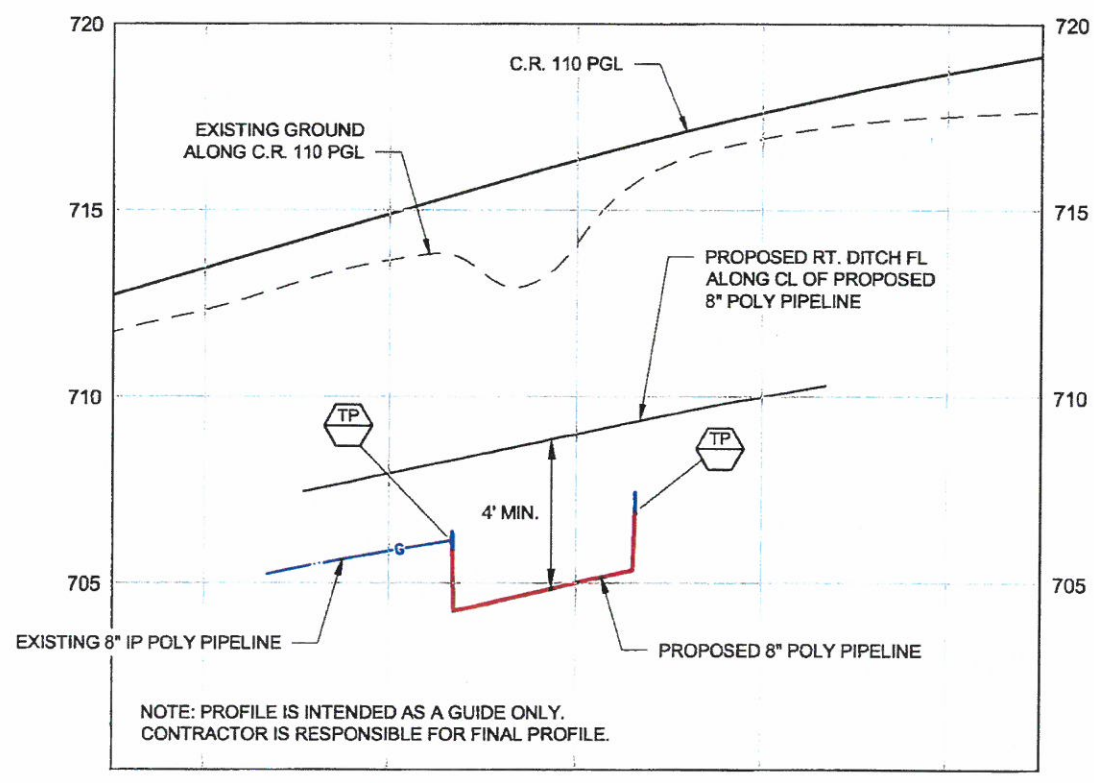
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 4848 Loop Central Dr., Houston, Texas 77061-2385  
 Houston, Texas 77061-2385 713.877.7770  
 www.universalpegasus.com

PROJ. MGR:	MARTIN PEREZ
PROJECT NO.:	080.52459
UEI JOB NO.:	23044
DRAWN BY:	UEI
CHECKED BY:	HJK
APPROVED BY:	JTS
UPI DOC. CONTROL NO.:	23044-505-PPW-10003
DATE:	11/17/15

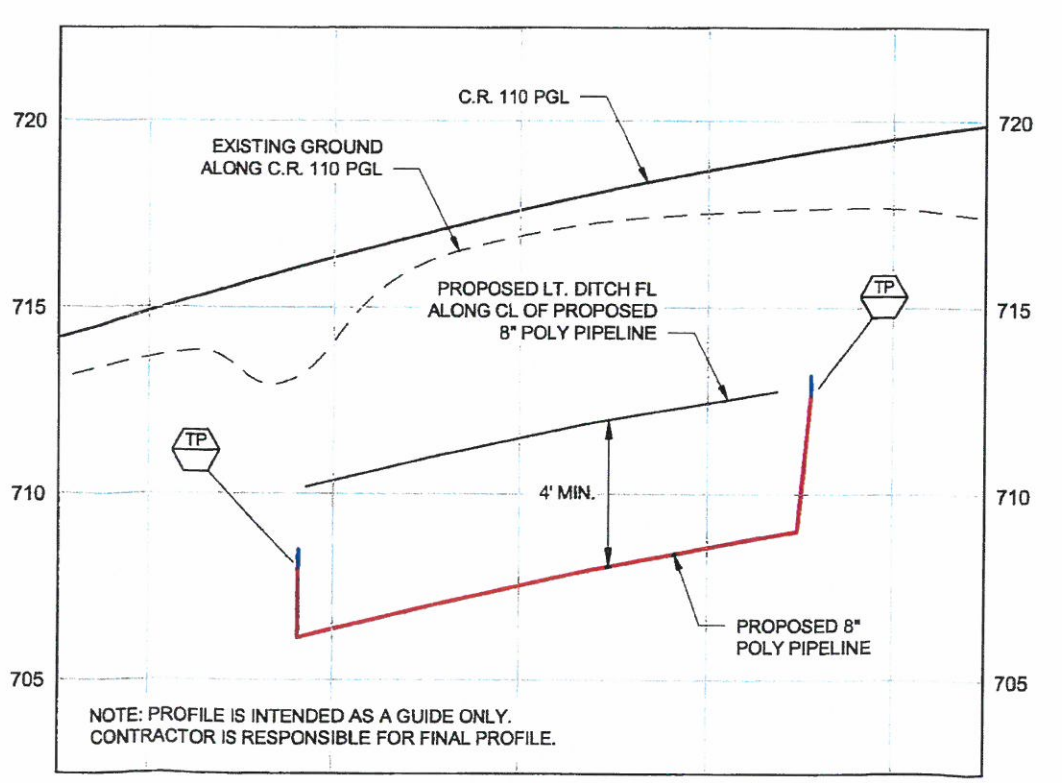
**GAS UTILITY RELOCATION  
 PROPOSED ATMOS ENERGY PIPELINE  
 C.R. 110 WIDENING  
 CITY OF ROUND ROCK  
 PLAN & PROFILES - STA. 178+00 TO STA. 184+00  
 WILLIAMSON COUNTY TEXAS**

SCALE: AS SHOWN      SHEET 5 OF 5      REV  
 DRAWING NO.      UEI-080.52459-23044-1305      0

**PLAN**



**PROFILE - RIGHT**



**PROFILE - LEFT**

NOTE: PROFILE IS INTENDED AS A GUIDE ONLY. CONTRACTOR IS RESPONSIBLE FOR FINAL PROFILE.

NOTE: PROFILE IS INTENDED AS A GUIDE ONLY. CONTRACTOR IS RESPONSIBLE FOR FINAL PROFILE.

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**COST ANALYSIS SHEET**

Project: 080.52459  
 As of Date: 16-May-17

	Actual	Estimated	\$ Var	% Var	Explanation*
Materials	\$ 18,694.03	\$15,999.11	\$2,694.92	17%	Additional materials required due to changes in project scope. Due to changes in project scope, the need for Engineering, Project Management, Field Ops, Environmental and ROW services were significantly greater than anticipated.
Labor-Company	\$ 10,212.36	\$5,008.00	\$5,208.36	104%	
Construction Cost	\$ 117,723.09	\$99,500.75	\$18,222.34	18%	Additional contractor expense required due to changes in project scope and easement availability. Due to changes in project scope and easement availability, the need for Contract Engineering and Project Management was greater than anticipated. 3rd party ROW agent provided onsite monitoring in order to prevent issues with USACE property and manage/monitor repairs to Subdivision fence.
Contractor Expense	\$ 75,786.34	\$36,899.87	\$38,886.47	105%	
Misc. Expense	\$ 8.25	\$0.00	\$8.25	100%	Cost for postage to send final records for archiving
Right of Way	\$ 1,500.00	\$0.00	\$1,500.00	100%	Temporary workspace was required due to unforeseen easement availability issues.
<b>Total Direct Costs</b>	\$ 223,924.07	\$157,405.73	\$66,518.34		
AFUDC	\$ 543.45				
General Overheads	\$ 51,938.96	\$41,040.17	\$10,898.79	27%	Indirect construction overheads rate is set by the Atmos corporate accounting department. The overhead rate is reviewed and adjusted on a periodic basis. This rate is calculated based on a percentage of the direct cost which is HIGHER than originally estimated.
Indirect Costs	\$ 52,482.41	\$41,040.17	\$10,898.79		
<b>TOTAL CWIP CHARGES</b>	\$276,406.48	\$198,445.90			
<b>Total Amount Due</b>	\$276,406.48	\$198,445.90			
<b>Eligible Cost 30.51%</b>	\$84,331.62				

## LETTER OF TRANSMITTAL

To: HNTB  
101 E. Old Settlers Blvd., Suite 100  
Round Rock, Texas 78644

Date: October 23, 2017  
CobbFendley Job: 1703-011-02-43A  
Re: CR 110 South  
Atmos' Supplemental Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: hand delivered

Prints                       Originals                       Other \_\_\_\_\_

QUANTITY	DESCRIPTION
4	Atmos' Supplemental Agreement Package

Received  
 OCT 23 2017  
 HNTB Corporation  
 Round Rock

**PURPOSE OF TRANSMITTAL:**

- For Approval                       For Your Use  
 As Requested                       For Review & Comment

**REMARKS:**

Mr. Church

We have reviewed and recommend execution of Atmos' Supplemental Agreement in the amount of \$276,406.48, which increased by \$77,960.58.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: \_\_\_\_\_  
Date & Time: \_\_\_\_\_

SIGNED   
Melissa Horn, Principal

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 10/31/2017

Bagdad Road at CR 278 Transfer of Ownership for Archeological Collections

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archaeological Research for archaeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on the Bagdad Road at CR 278 project, a Road Bond Project in Commissioner Pct. 2.

**Background**

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the Center for Archaeological Research. Upon completion of the permitted project, a copy of the final report and/or specimens will be provided to Center for Archaeological Research per 13 TAC 26.16 and 26.17 for their records.

**Fiscal Impact**

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

**Attachments**

Bagdad Rd at CR 278 Archeological Transfer of Ownership

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 09:00 AM

Started On: 10/24/2017 04:41 PM

**CENTER FOR ARCHAEOLOGICAL RESEARCH  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
LETTER OF TRANSFER/OWNERSHIP**

I, the authorized agent(s) of the sponsor and/or the submitting archeology company, do hereby donate and convey to the Center for Archaeological Research, The University of Texas at San Antonio, all rights, title, and interest that the undersigned possess regarding the archeological collections (specimens and/or records) from the following:

Project Bagdad Road at County Road 278 Improvements

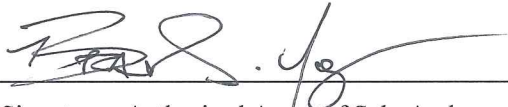
Project No. 37201 County(ies) Williamson

Permitting Agency THC Permit # 8044

Description of materials Field Records and Photographs

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Center for Archaeological Research (CAR) in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the CAR, subject to the terms and conditions, if any, stated below.

Terms and Conditions: \_\_\_\_\_

Signature - Authorized Agent of Sponsor	
	Signature - Authorized Agent of Sub. Arch.

Auth. Agent of Sponsor (type or print)	Brandon S. Young
--	------------------

Auth. Agent of Sponsor (type or print)	Auth. Agent of Sub. Arch. (type or print)
--	---

Title/Position	SWCA Principal Investigator
----------------	-----------------------------

Title/Position	Title/Position
----------------	----------------

Date	<u>13 OCTOBER 2017</u>
Date	Date

Address:	4407 Monterey Oaks Blvd, Building 1, Suite 110
----------	--

Address:	Address:
----------	----------

City, State, Zip	Austin, Texas 78749
------------------	---------------------

City, State, Zip	City, State, Zip
------------------	------------------

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 10/31/2017

Halff RM 620 Phase 2 Contract Amendment No. 4

**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 Contract Amendment No. 4 to the RM 620 Phase 2 contract between Williamson County and Halff Associates, Inc. relating to the 2013 Road Bond Program. Project: P235. Funding Source: Road Bonds.

**Background**

Contract Amendment updates Exhibit D by adding Kimley-Horn & Associates, Inc. sub-consultant rate sheet to contract. No other changes.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
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**Attachments**

[RM620Ph2-Halff-ContractAmendment4](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 11:41 AM

Started On: 10/26/2017 11:07 AM



**CONTRACT AMENDMENT NO. 4**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
RM 620 Safety Improvements, Wyoming Springs to Deepwood ("Project")**

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Half Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective June 24, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 770,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

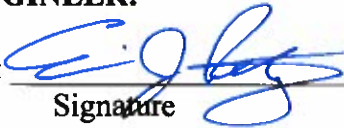
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is unchanged.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D to add a sub-consultant (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

**ENGINEER:**

By:   
Signature

Eric J. Ratzman  
Printed Name

Senior Project Manager  
Title

10/18/2017  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*OK  
10/19/2017*

**EXHIBIT D**

**RATE SCHEDULE**

**For subconsultant Kimley Horn and Associates, Inc.**

<b>1. Senior Transportation Engineer .....</b>	<b>\$205.00</b>
<b>2. Project Manager .....</b>	<b>\$185.00</b>
<b>3. Professional I.....</b>	<b>\$155.00</b>
<b>4. Professional II .....</b>	<b>\$135.00</b>
<b>5. EIT .....</b>	<b>\$105.00</b>
<b>6. CADD Tech .....</b>	<b>\$95.00</b>
<b>7. Accounting Staff.....</b>	<b>\$95.00</b>
<b>8. Admin Staff .....</b>	<b>\$70.00</b>

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 10/31/2017

RDS CR 176 at RM 2243 Contract Amendment No. 1

**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 Contract Amendment No. 1 to the CR 176 @ RM 2243 contract between Williamson County and Rogers Design Services, PLLC relating to the 2013 Road Bond Program. Project: P241. Funding Source: Road Bonds.

**Background**

Contract Amendment increases contract compensation cap from \$450,000.00 to \$520,000.00 (a \$70,000.00 increase) to allow for the additional scope to extend the limits of CR 176 to Parkside Parkway.

**Fiscal Impact**

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

[CR176@RM2243-RDS-ContractAmendment1](#)

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Marie Walters  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 11:41 AM  
Started On: 10/26/2017 11:12 AM



**CONTRACT AMENDMENT NO. 1**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT: County Road 176 at RM 2243**  
**("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Rogers Design Services, PLLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **February 03, 2016** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$450,000**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from **\$450,000** to **\$520,000**.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

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

**ENGINEER: Rogers Design Services, PLLC**

**COUNTY:**

By: *Laura Rogers*  
Signature

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

**Laura Rogers**  
Printed Name

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

**President**  
Title

\_\_\_\_\_  
Title

10/23/17  
Date

\_\_\_\_\_  
Date

*OK*  
*↑ 10/24/2017*

**Commissioners Court - Regular Session**

**22.**

**Meeting Date:** 10/31/2017

FY 2018 Transportation Corridor Budgets

**Submitted By:** Emmeline Palma, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving Budget Transfer Request to close LTP Corridor Study (P456) and move the remaining funds of \$16,040 to LTP ROW (P457). Also, to allocate \$10.0 million (\$7.0 from the General Fund budget and \$3.0 million from the Road & Bridge budget) for the Transportation Corridor Program to LTP ROW (P457) of \$2.0 million, Corridor A1/FM1660 (P458) of \$2.7 million, Corridor C/SH29 Bypass (P459) of \$0.8 million, Corridor E1/FM3349 (P460) of \$2.5 million, Corridor F/US183 (P461) of \$1.0 million and Corridor H/Sam Bass Road (P462) of \$1.0 million.

**Background**

**Fiscal Impact**

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

[FY2018 LTP Corridor Budget Allocation](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Emmeline Palma

Final Approval Date: 10/27/2017

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

10/25/2017 04:55 PM

10/27/2017 02:56 PM

Started On: 10/25/2017 03:38 PM

# Memo

To: Emmeline Palma, Williamson County Auditor's Office  
Cc: Tomika Lynce, Williamson County Auditor's Office  
From: Michael J. Weaver  
Date: 10/24/2017  
Re: FY 2018 Transportation Corridor Budgets

---

Based on Commissioners Court action to fund a total of \$10.0 million for the Transportation Corridor Program (\$7.0 from the General Fund budget and \$3.0 million from the Road & Bridge budget) please find summarized below the FY18 allocation to the five (5) corridors and the ROW preservation program.

- Close P456 and move \$16,040.00 to P457 LTP ROW
- Add \$2.0 million to P457 LTP ROW
- Add \$2.7 million to P458 Corridor A1/FM1660
- Add \$0.8 million to P459 Corridor C/SH 29 Bypass
- Add \$2.5 million to P460 Corridor E1/FM3349
- Add \$1.0 million to P461 Corridor F/US183
- Add \$1.0 million to P462 Corridor H/Sam Bass Road

If you have any questions please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
J. Terron Evertson, P.E., Williamson County Engineer  
Charlie Crossfield, Sheets & Crossfield, LP  
Christen Eschberger, P.E., HNTB  
Billy Huggins, P.E., HNTB  
Marie Walters, PSI

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 10/31/2017

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 with Doris M. Fuchs, William Gene Fuchs a/k/a William G. Fuchs, David B. Fuchs a/k/a David Fuchs, Karla G. Fuchs and Cheryl D. Fuchs for right of way needed on CR 101 (Parcel 35) Road Bond funding.

**Background**

**Fiscal Impact**

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

Fuchs Resolution for Condemnation

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM

Started On: 10/26/2017 08:57 AM

**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 3.863 acres (Parcel 35) described by metes and bounds in Exhibit "A" owned by **Doris M. Fuchs, William Gene Fuchs a/k/a William G. Fuchs, David B. Fuchs a/k/a David Fuchs, Karla G. Fuchs and Cheryl D. Fuchs**, 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: 35

PROPERTY DESCRIPTION FOR  
PARCEL 35

DESCRIPTION OF A 3.863 ACRE (168,280 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 110.706 ACRE TRACT OF LAND (TRACT TWO) CONVEYED TO DORIS M. FUCHS, ET. AL. BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003077036 AND 2005071194 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.863 ACRE (168,280 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod with plastic surveyors cap stamped "RPLS 4249" found, being the southeasterly corner of that called 2.065 acre tract of land conveyed to Jonah Water Special Utility District by instrument recorded in Document No. 2006102636 of the Official Public Records of Williamson County, Texas, same being an ell corner in the northerly boundary line of said remainder of the 110.706 acre tract;

Thence, with the common boundary line of said 2.065 acre tract and said remainder of the 110.706 acre tract, S 66°28'55" W for a distance of 224.37 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road (C.R.) 101 baseline station 181+30.77, having grid coordinates of N=10,192,481.49, E=3,186,912.48, in the proposed easterly Right-of-Way (ROW) line of C.R. 101 (variable width ROW), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, departing said 2.065 acre tract, through the interior of said remainder of the 110.706 acre tract, with said proposed easterly ROW line, the following four (4) courses:

1. S 22°12'46" E for a distance of 1334.95 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 167+95.82, for a point of curvature to the left;
2. Along said curve to the left, having a delta angle of 01°50'20", a radius of 9350.00 feet, an arc length of 300.06 feet, and a chord which bears S 23°07'56" E for a distance of 300.05 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 164+93.83, for a point of reverse curvature to the right;
3. Along said curve to the right, having a delta angle of 02°00'53", a radius of 9470.00 feet, an arc length of 333.02 feet, and a chord which bears S 23°02'39" E for a distance of 333.00 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 161+62.92, for a point of tangency;
4. S 22°02'12" E for a distance of 114.78 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 160+48.14 in the southerly boundary line of said remainder of the 110.706 acre tract, same being the northerly boundary line of that called 46.99 acre tract of land conveyed to Wayne Angell by instrument recorded in Document No. 2015099470 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a 1" iron rod found, being the southeasterly corner of said remainder of 110.706 acre tract, bears N 68°00'03" E at a distance of 2005.42 feet;
5. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said remainder of the 110.706 acre tract and said 46.99 acre tract, S 68°00'03" W, for a distance of 91.09 feet to a 2" pipe post found (+/- 6 feet tall) in the existing easterly ROW line of C.R. 101 (variable width ROW) for the southwesterly corner of said remainder of 110.706 acre tract, same being the northwesterly corner of said 46.99 acre tract, for the southwesterly corner of the herein described tract;



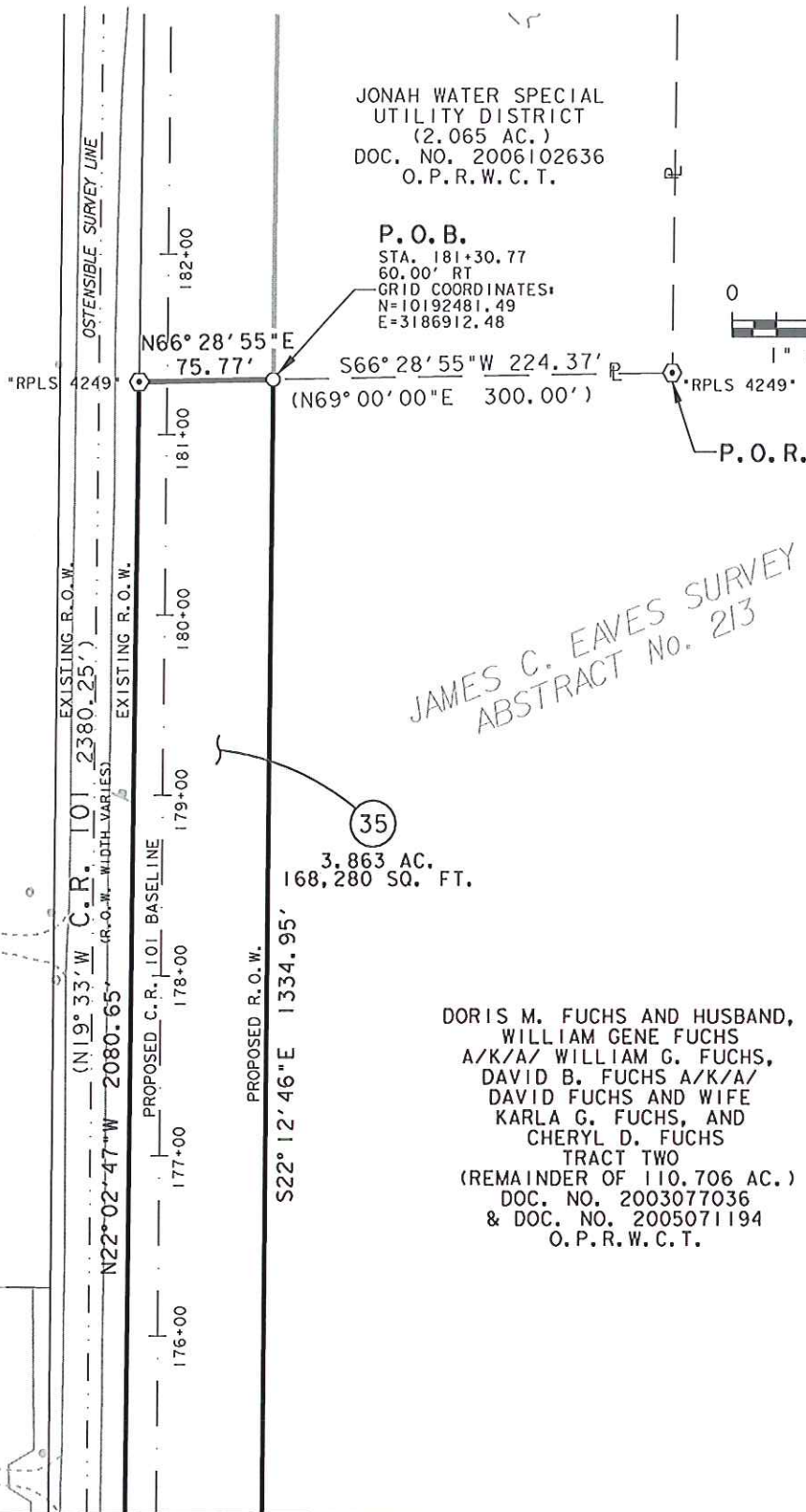
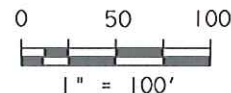
PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/27/16  
PAGE 3 OF 5

JONAH WATER SPECIAL  
UTILITY DISTRICT  
(2.065 AC.)  
DOC. NO. 2006102636  
O. P. R. W. C. T.

P. O. B.

STA. 181+30.77  
60.00' RT  
GRID COORDINATES:  
N=10192481.49  
E=3186912.48



JOHN THOMAS SURVEY  
ABSTRACT No. 610

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

DORIS M. FUCHS AND HUSBAND,  
WILLIAM GENE FUCHS  
A/K/A/ WILLIAM G. FUCHS,  
DAVID B. FUCHS A/K/A/  
DAVID FUCHS AND WIFE  
KARLA G. FUCHS, AND  
CHERYL D. FUCHS  
TRACT TWO  
(REMAINDER OF 110.706 AC.)  
DOC. NO. 2003077036  
& DOC. NO. 2005071194  
O. P. R. W. C. T.

MATCHLINE STATION 175+00.00  
BASELINE - SEE SHEET 4

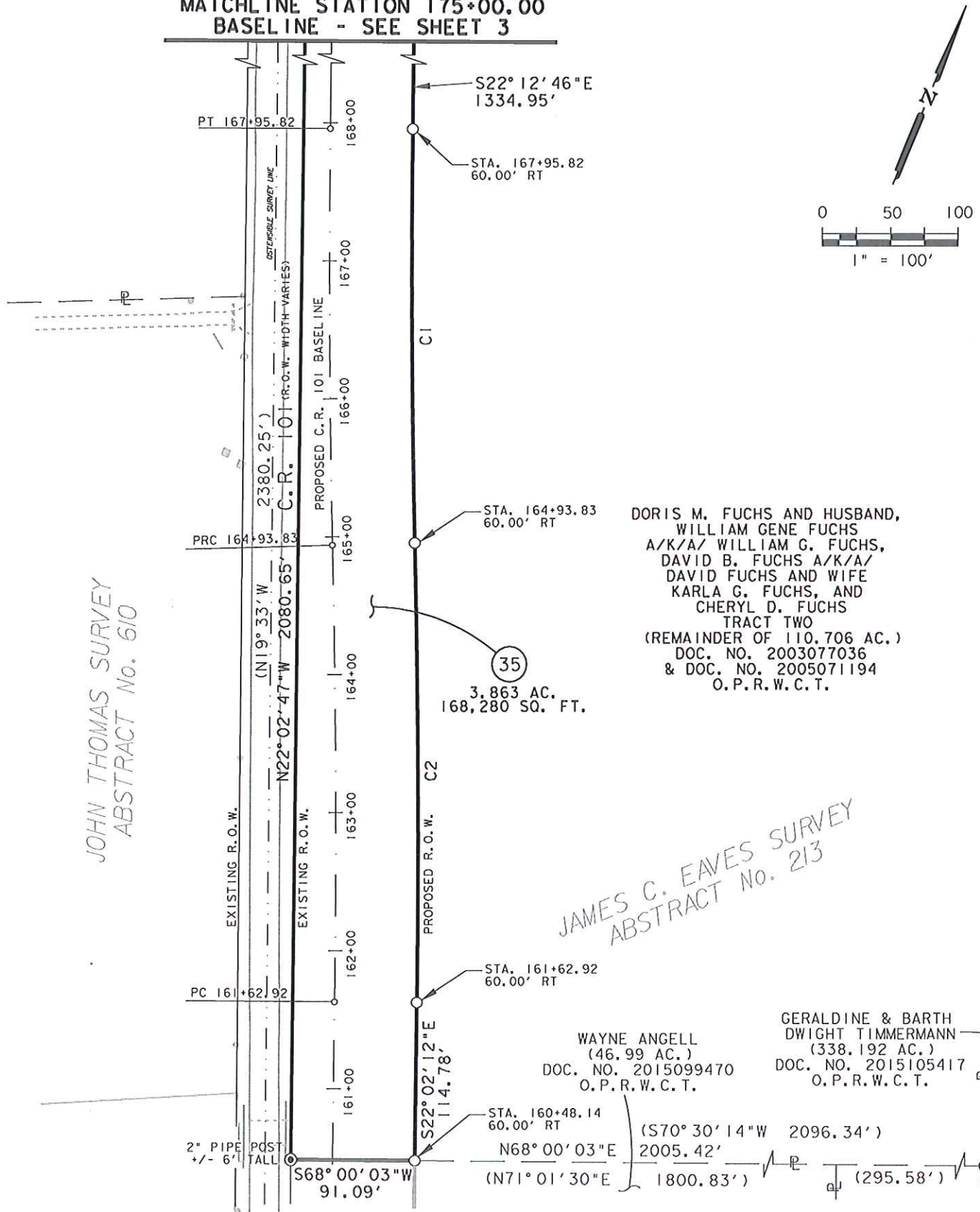
**INLAND U  
GEODETICS L L C**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF		
DORIS M. FUCHS, ET. AL.		
SCALE 1" = 100'	PROJECT CR 101	COUNTY WILLIAMSON

PARCEL 35

PLAT TO ACCOMPANY PARCEL DESCRIPTION

MATCHLINE STATION 175+00.00  
BASELINE - SEE SHEET 3



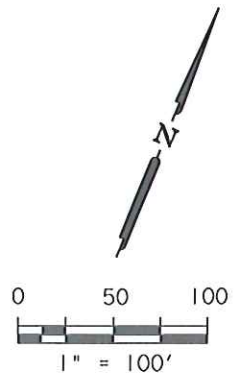
JOHN THOMAS SURVEY  
ABSTRACT No. 610

JAMES C. EAVES SURVEY  
ABSTRACT No. 213

DORIS M. FUCHS AND HUSBAND,  
WILLIAM GENE FUCHS  
A/K/A/ WILLIAM G. FUCHS,  
DAVID B. FUCHS A/K/A/  
DAVID FUCHS AND WIFE  
KARLA G. FUCHS, AND  
CHERYL D. FUCHS  
TRACT TWO  
(REMAINDER OF 110.706 AC.)  
DOC. NO. 2003077036  
& DOC. NO. 2005071194  
O.P.R.W.C.T.

WAYNE ANGELL  
(46.99 AC.)  
DOC. NO. 2015099470  
O.P.R.W.C.T.

GERALDINE & BARTH  
DWIGHT TIMMERMANN  
(338.192 AC.)  
DOC. NO. 2015105417  
O.P.R.W.C.T.



PARCEL PLAT SHOWING PROPERTY OF  
**DORIS M. FUCHS, ET. AL.**

**PARCEL 35**

**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

SCALE 1" = 100'	PROJECT CR 101	COUNTY WILLIAMSON
--------------------	-------------------	----------------------

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

- ✱ 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 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
- ℞ 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. 1622937-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 29, 2016.

- IOE. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 480, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 288, PAGE 437, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 548, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 510, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- I. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010082110 AND DOCUMENT NO. 2010082223, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- J. NOTICE REGARDING ORDINANCE 2010-45, RECORDED IN DOCUMENT NO. 2010083176, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 50' 20"	9350.00'	300.06'	300.05'	S23° 07' 56"E
C2	02° 00' 53"	9470.00'	333.02'	333.00'	S23° 02' 39"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* 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



	ACRES	SQUARE FEET
ACQUISITION	3.863	168,280
CALC/DEED AREA	43.592	1,898,868
REMAINDER AREA	39.729	1,730,588

PARCEL PLAT SHOWING PROPERTY OF  
**DORIS M. FUCHS, ET. AL.**

SCALE 1" = 100'	PROJECT CR 101	COUNTY WILLIAMSON
--------------------	-------------------	----------------------

**PARCEL 35**

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 10/31/2017

LPPF

**Submitted By:** Wendy Coco, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the creation and authorization of a Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code; adoption of Williamson County Health Care Participation Program Rules and Procedures governing the operations of a Local Provider Participation Program; establish how the revenue derived from those payments may be spent; authorize the Intergovernmental Transfer of the funds derived from those mandatory payments to provide the nonfederal share of the supplemental payment program authorized under the Texas Healthcare Transformation and Quality Improvement Program otherwise known as the 1115 waiver, the Uniform Hospital Rate Improvement Program (UHRIP) and/or as otherwise authorized pursuant to Chapter 292B of the Texas Health & Safety Code; designate one or more banks located in Williamson County, Texas as the depository for mandatory payments received by Williamson County under the Williamson County Health Care Participation Program; and authorize the Presiding Officer of the Williamson County Commissioners Court to execute all documents, certifications, Orders and agreements necessary to create, authorize and fully implement the Williamson County Local Provider Participation Fund pursuant to Chapter 292B of the Texas Health & Safety Code.

**Background**

Williamson County's participation in a County Health Care Provider Participation Program is authorized by HB 3954 passed during the 85th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 292B of the Texas Health & Safety Code.

A Notice of the Public Hearing was posted in accordance with 292B.101 of the Texas Health and Safety Code and the Public Hearing was conducted during the October 24, 2017 session of the Williamson County Commissioners Court.

An additional Notice of the Public Hearing will posted in accordance with 292B.101 of the Texas Health and Safety Code for a Public Hearing to set the rate associated with mandatory provider participation payments that Williamson County may require of each institutional health care provider located in Williamson County, Texas for fiscal year (FY) 2018

**Fiscal Impact**

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

- [Participation in LPPF](#)
- [Order Implementing LPPF Requirements](#)
- [IGT Authority Resolution](#)
- [Direct Deposit Authorization](#)
- [HHSC Hospital Certification](#)
- [HHSC Governmental Entity Certification](#)
- [Indigent Care Affiliation Agreement Template](#)

**Form Review**

Form Started By: Wendy Coco  
Final Approval Date: 10/27/2017

Started On: 10/27/2017 10:59 AM

## **Order Authorizing Williamson County's Participation in a County Health Care Provider Participation Program, Collection of a Mandatory Payment, and Use of Funds from Mandatory Payments**

WHEREAS, the Texas Legislature enacted House Bill 3954, which added Chapter 292B to the Health and Safety Code and which went into effect immediately upon being signed by the Governor;

WHEREAS, pursuant to new Section 292B.003 of the Health and Safety Code, the commissioners court of a county may by order authorize the county to participate in a county health care provider participation program;

WHEREAS, the purpose of participation in a county health care provider participation program is to generate revenue from a mandatory payment that may be required by the county from an institutional health care provider to fund certain intergovernmental transfers;

WHEREAS, pursuant to new Section 292B.052 of the Health and Safety Code, the commissioners court of a county that participates in a county health care provider participation program may, by an affirmative vote of the majority of the members of the commissioners court, authorize the county to collect a mandatory payment from each institutional health care provider located in the county; and

WHEREAS, pursuant to new Section 292B.103, a county that participates in a county health care provider participation program may use the funds collected through mandatory payments only for specified purposes;

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Williamson County authorizes Williamson County to:

1. Participate in a county health care provider participation program;
2. Collect a mandatory payment from each institutional health care provider located in Williamson County; and
3. Use the funds collected through mandatory payments for the purposes specified in Section 292B.103.

Passed and approved this 31<sup>st</sup> day of October, 2017.

Passed and adopted this the 31<sup>st</sup> day of October, 2017.

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Dan A. Gattis, Williamson County Judge

## **Order Implementing Requirements of Williamson County's Participation in a County Health Care Provider Participation Program**

WHEREAS, pursuant to Section 292B.003 of the Health and Safety Code, the Commissioners Court of Williamson County on October 31, 2017 authorized the county to participate in a county health care provider participation program;

WHEREAS, the purpose of participation in a county health care provider participation program is to generate revenue from a mandatory payment that may be required by the county from an institutional health care provider to fund certain intergovernmental transfers and indigent care programs;

WHEREAS, pursuant to Section 292B.051 of the Health and Safety Code, the Commissioners Court of Williamson County on October 31, 2017 authorized the county to collect a mandatory payment from each institutional health care provider located in Williamson County;

WHEREAS, pursuant to Section 292B.053 of the Health and Safety Code, the commissioners court of a county that collects a mandatory payment may adopt rules relating to the administration of the mandatory payment;

WHEREAS, pursuant to Section 292B.054 of the Health and Safety Code, the commissioners court of a county that collects a mandatory payment must require each institutional health care provider to submit to the county a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;

WHEREAS, pursuant to Section 292B.102 of the Health and Safety Code, the commissioners court of a county that collects a mandatory payment must designate one or more banks located in the county as the depository for mandatory payments received by the county;

WHEREAS, pursuant to Section 292B.103 of the Health and Safety Code, the commissioners court of a county that collects a mandatory payment must create a local provider participation fund; and

WHEREAS, pursuant to Section 292B.101 of the Health and Safety Code, the commissioners court of a county that collects a mandatory payment must set the amount of the mandatory payment;

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Williamson County:

1. Adopts the Williamson County Health Care Participation Program Model Rules and Procedures attached to this ORDER and identified as Exhibit A Williamson County Health Care Participation Program Model Rules and Procedures.
2. Requires each institutional health care provider to submit to Williamson County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;
3. Designates Wells Fargo Bank N.A. having branches located in Williamson County, Texas, as the depository for mandatory payments received by Williamson County;
4. Creates a local provider participation fund;

5. Authorizes the Commissioners Court of Williamson County to take all other actions necessary to meet the requirements of Chapter 292B.

Passed and approved this 31<sup>st</sup> day of October, 2017.

Passed and adopted this the 31<sup>st</sup> day of October, 2017.

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Dan A. Gattis, Williamson County Judge

# Exhibit A

# WILLIAMSON COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM MODEL RULES AND PROCEDURES

## General Provisions

**Rule 1. Definitions.** In these rules and procedures:

(a) "Mandatory payment" means a mandatory payment authorized under Subtitle D of Title 4 of the Texas Health & Safety Code.

(b) "Institutional health care provider" means a nonpublic hospital that provides inpatient hospital services.

(c) "Paying hospital" means an institutional health care provider required to make a mandatory payment.

(d) "Program" means the Williamson County Health Care Provider Participation Program authorized under Subtitle D of Title 4 of the Texas Health & Safety Code.

(e) "County" shall mean Williamson County, Texas, a political subdivision of the State of Texas.

## **Rule 2. Williamson County Health Care Provider Participation Program; Participation in Program.**

(a) A county health care provider participation program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the County to fund certain intergovernmental transfers and indigent care programs as provided by these rules and procedures.

(b) The Williamson County Commissioners Court may adopt an order authorizing the County to participate in the program, subject to the limitations provided by these rules and procedures.

(c) To the extent any provision or procedure under Subtitle D of Title 4 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the County may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

## Powers and Duties of Commissioners Court

**Rule 3. Limitation on Authority to Require Mandatory Payment.** The County may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

**Rule 4. Majority Vote Required Prior to Mandatory Payment.** The County may not collect a mandatory payment without an affirmative vote of a majority of the members of the commissioners court.

**Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.**

(a) The County shall require each institutional health care provider to submit to the County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

(b) The County may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

**General Financing Provisions**

**Rule 6. Hearing.**

(a) Each year, the Williamson County Commissioners Court shall hold a public hearing on the amounts of any mandatory payments that the commissioners court intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth day before the date of the hearing required under Rule 6(a), the Williamson County Commissioners Court shall publish notice of the hearing in a newspaper of general circulation in the county.

(c) A representative of a paying hospital is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

**Rule 7. Depository.**

(a) The County shall designate one or more banks located in the county as the depository for mandatory payments received by the County. A bank designated as a depository serves for two years or until a successor is designated.

(b) All income received by the County under these rules and procedures, including the revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, shall be deposited with the County depository in the County's local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures shall be secured in the manner provided for securing County funds.

**Rule 8. Local Provider Participation Fund; Authorized Uses of Money.**

(a) Each county that collects a mandatory payment shall create a local provider participation fund.

(b) The local provider participation fund of the County consists of:

- (1) all revenue received by the County attributable to mandatory payments, including any penalties and interest attributable to delinquent payments;
- (2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the County to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program

payments, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

(1) fund intergovernmental transfers from the County to the state to provide

(A) the nonfederal share of a Medicaid supplemental payment program authorized under the state Medicaid plan, the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315), or a successor waiver program authorizing similar Medicaid supplemental payment programs; or

(B) payments to Medicaid managed care organizations that are dedicated for payment to hospitals;

(2) subsidize indigent programs;

(3) pay the administrative expenses of the County solely for activities under these rules and procedures;

(4) refund a portion of a mandatory payment collected in error from a paying hospital; and

(5) refund to paying hospitals the proportionate share of money that the County determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments.

(d) Money in the local provider participation fund may not be commingled with other County funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) and any funds received by the County as a result of an intergovernmental transfer described by that rule may not be used by the County or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

### **Mandatory Payments**

#### **Rule 9. Mandatory Payments Based on Paying Hospital Net Patient Revenue.**

(a) Except as provided by Rule 11, the Williamson County Commissioners Court, which collects a mandatory payment, may require an annual mandatory payment to be assessed on the net patient revenue of each institutional health care provider located in the county.

(b) The commissioners court may provide for the mandatory payment to be assessed quarterly. Mandatory payments are typically due no later than 90 days after such payment is assessed.

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent fiscal year data collected pursuant to Section 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's

Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.

(d) The County shall update the amount of the mandatory payment on an annual basis.

#### **Rule 10. Mandatory Payment Requirements**

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the county.

(b) The Williamson County Commissioners Court shall set the amount of the mandatory payment.

(c) Subject to the maximum amount prescribed by Rule 11(a), the Williamson County Commissioners Court shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the County for activities under these rules and procedures and to fund purposes described in Rule 8(c). The annual amount of revenue from mandatory payments used for administrative expenses of the County for activities under these rules and procedures may not exceed the lesser of four percent of the total revenue generated from the mandatory payment or \$20,000.

#### **Rule 11. Mandatory Payment Prohibitions.**

(a) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the county, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the county.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) A paying hospital may not add a mandatory payment required under this section as a surcharge to a patient.

(d) If the County determines that administration of mandatory payments is increasing the costs of health care to the residents of the county, the Williamson County Commissioners Court may rescind participation in the program and refund to each paying hospital the proportionate share of any money remaining in the local provider participation fund at the time the County's participation is rescinded.

#### **Rule 12. Assessment and Collection of Mandatory Payments.**

The County may collect or contract for the assessment and collection of mandatory payments.

**Rule 13. Interest and Penalties.** Any interest and penalties on mandatory payments are governed by the law applicable to county ad valorem taxes. Discounts applicable to county ad valorem taxes do not apply.

## **Resolution Regarding of Williamson County Provider Participation Program**

WHEREAS, pursuant to Section 292B.003 of the Health and Safety Code, the Commissioners Court of Williamson County on October 24, 2017 authorized the county to participate in a county health care provider participation program;

WHEREAS, pursuant to Section 292B.051 of the Health and Safety Code, the Commissioners Court of Williamson County on October 24, 2017 authorized the county to collect a mandatory payment from each institutional health care provider located in Williamson County; and

WHEREAS, the purpose of participation in a county health care provider participation program is to generate revenue from a mandatory payment that may be required by the county from an institutional health care provider to fund certain intergovernmental transfers and indigent care programs;

NOW THEREFORE, BE IT ORDERED that the Commissioners Court of Williamson County:

1. Authorizes Williamson County to commit to the Health and Human Services Commission that it will provide intergovernmental transfers consistent with Section 292B.103(c)(1) of the Health and Safety Code in amounts up to the sum of the balance of funds currently in the local provider participation fund plus the revenue that would be deposited into the local provider participation fund for the current state fiscal year if the Commissioners Court of Williamson County were to set the maximum mandatory payment rate possible for such fiscal year; and
2. Authorizes Williamson County to make intergovernmental transfers to the Health and Human Services Commission consistent with Section 292B.103(c)(1) of the Health and Safety Code in amounts up to the sum of the balance of funds currently in the local provider participation fund.

Passed and approved this 31<sup>st</sup> day of October, 2017.

Passed and adopted this the 31<sup>st</sup> day of October, 2017.

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Dan A. Gattis, Williamson County Judge

For Comptroller's Use Only		

# Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

## Transaction Type

<b>SECTION 1</b>	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	

## Payee Identification

<b>SECTION 2</b>	Payee type	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.)
	<input type="checkbox"/> State employee	<input type="checkbox"/> Employer Identification Number (EIN)		
	<input checked="" type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security Number (SSN) *	_____	
	Payee name	Phone number		ext.
	Mailing address	City	State	ZIP code

## New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

<b>SECTION 3</b>	Financial institution name	City	State
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
	_____		<input type="checkbox"/> Checking <input type="checkbox"/> Savings
	Financial representative name (optional)	Title (optional)	
	Financial representative signature (optional)	Phone number (optional)	Date (optional)
		ext.	

## Existing Account Information (Changes Only)

<b>SEC 4</b>	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
	_____		<input type="checkbox"/> Checking <input type="checkbox"/> Savings

## International Payments Verification (required)

<b>SEC 5</b>	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

## Authorization for Setup, Changes or Cancellation (required)

<b>SECTION 6</b>	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	<b>sign here</b> ▶	Authorized signature	Printed name

## Cancellation by Agency (for state agency use)

<b>SEC 7</b>	Reason	Date

## Authorized Signature (for state agency use)

<b>SECTION 8</b>	<b>sign here</b> ▶	Signature	Date	
	Phone number	Agency number		
	ext.			
	Agency name			
	Comments			

**Please return your completed form to:**

## Instructions for Direct Deposit Authorization

*You have certain rights* under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

---

### Section 1: Transaction Type

---

Select the appropriate transaction type(s).

---

### Section 2: Payee Identification

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Select payee type, provide the Texas Identification Number (TIN), Employer Identification Number (EIN) Social Security Number (SSN)\* or Individual Taxpayer Identification Number (ITIN) and enter payee contact information.

**\*Federal Privacy Act Statement**

*Disclosure of your Social Security number is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law, 42 U.S.C. sec. 405(c)(2)(C)(i); Texas Govt. Code Sections 403.011, 403.056, and 403.078. Release of information on this form in response to a public information request will be governed by the Public Information Act, Chapter 552, Government Code, and applicable federal law.*

---

### Section 3: New Account Information (Needed for setups and changes)

---

Completion by financial institution is recommended.

**Important:** Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

**Prenote Test:**

A prenote test will be sent to your financial institution for the account information provided. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

---

### Section 4: Existing Account Information (Needed for changes to existing account information)

---

When requesting a change to your existing direct deposit account information, you must complete Section 4 with the existing account information for verification purposes. This measure will help the paying state agency verify accuracy of the requested change.

Any change to banking information begins a prenote test period. See explanation in Section 3, above.

---

### Section 5: International Payments Verification

---

Check "YES" or "NO" to indicate if direct deposit payments to the account information designated in Section 3 of this form will be forwarded to a financial institution outside the United States. If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

---

### Section 6: Authorization for Setup, Changes or Cancellation

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Must be completed in its entirety, and no alterations to the authorization language will be accepted.

### For State Agency Use

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#### Section 7: Cancellation by Agency

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Provide reason for cancellation request.

---

#### Section 8: Authorized Signature

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For state agency use only.



**HEALTH AND HUMAN SERVICES COMMISSION**

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM  
1115 DEMONSTRATION WAIVER PROGRAM

**CERTIFICATION OF HOSPITAL PARTICIPATION**  
**Version 2012-1 (09/05/2012)**

## DOCUMENT HISTORY LOG

STATUS <sup>1</sup>	DOCUMENT REVISION <sup>2</sup>	EFFECTIVE DATE	DESCRIPTION <sup>3</sup>
Baseline	n/a		Initial version of the Certification of Hospital Participation
Revision	1.1	09/05/2012	Added cover page.
Revision	1.2	09/05/2012	Added Document History Log.
Revision	1.3	09/05/2012	Various formatting changes.
Revision	1.4	09/05/2012	Added version number (Version 2012-1) and date of issuance to cover page and page footer.
Revision	1.5	09/05/2012	Deleted "Texas" from "Health and Human Services Commission" to reflect agency's statutory name.
Revision	1.6	09/05/2012	Revised paragraph 2.c.iii. to replace "and" at the end of clause 2. following the semicolon with "or."
<p><sup>1</sup> "Baseline" indicates initial document issuances, "Revision" indicates changes to the Baseline version, and "Cancellation" indicates withdrawn versions.</p> <p><sup>2</sup> Numbering conventions: Revisions are numbered according to the version of the document and the sequential revision—e.g., "1.2" refers to the first version of the document and the second revision.</p> <p><sup>3</sup> Brief description of the changes to the document made in the revision.</p>			



## HEALTH AND HUMAN SERVICES COMMISSION

### TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM 1115 DEMONSTRATION WAIVER PROGRAM CERTIFICATION OF HOSPITAL PARTICIPATION

**TPI Number:** .

On behalf of \_\_\_\_\_, a privately owned and operated hospital licensed and in good standing under the laws of the State of Texas (“Hospital”), I, \_\_\_\_\_, affirm and certify the following:

1. ***Authorization.***

- a. Hospital is a party to an Indigent Care Affiliation Agreement (“Affiliation Agreement”) that was entered into between (“Governmental Entity”) and Hospital or a group of private hospitals that provide uncompensated care in the communities served by the Governmental Entity (the “Affiliated Hospitals”).
- b. As a qualified private hospital that is affiliated with the Governmental Entity, Hospital receives supplemental Medicaid payments (“Supplemental Payments”) from the Health and Human Services Commission (“HHSC”) pursuant to regulations at 1 Tex. Admin. Code §355.8201, Waiver Payments to Hospitals (the “Waiver Program”).

2. ***Assurances and Representations.***

- a. *Validity of Claims.* All claims filed by Hospital for reimbursement by Medicaid have complied and will comply with the applicable state and federal regulations.

b. *Use of Supplemental Payments.*

- i. No funds derived from any Supplemental Payment received by Hospital have been or will be returned or reimbursed to the Local Governmental Entity.
- ii. No other funds have been used to reimburse the Local Governmental Entity in consideration of any supplemental funds paid to Hospital.
- iii. Hospital will not use any of the Supplemental Payments to fund any contingent fee arrangement or agreement or to pay for third-party consultant or legal services.

c. *Agreements with Governmental Entity.*

- i. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Supplemental Payments Hospital receives on the amount of indigent care Hospital has provided or will provide;
- ii. Hospital has not entered and will not enter into any agreement with the Governmental Entity to condition the amount of Hospital's indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment Hospital may be eligible to receive;
- iii. Neither Hospital nor any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals has made or agreed to make cash or in-kind transfers to the Governmental Entity other than transfers and transactions that:
  1. Following the date this Certification was executed, are unrelated to the administration of the Waiver Program or the delivery of indigent care services under an affiliation agreement;
  2. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to Hospital; or
  3. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between Hospital and the Governmental Entity;

d. *Assignment/Assumption of Governmental Entity Obligations.*

i. Except as specified in paragraph 2.c.iii above, neither Hospital nor any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals has, following the date this Certification was executed:

(1) Taken assignment or agreed to take an assignment of a contractual or statutory obligation of the Governmental Entity; or

(2) Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

ii. In the event that Hospital had taken assignment of or assumed a contractual or statutory obligation of the Governmental Entity prior to the date of this Certification, Hospital will terminate the terms of such assignment or assumption no later than 120 calendar days after the date of this Certification.

e. *Use of Financial Mechanisms.* With regard to any escrow, trust or other financial mechanism (an “Account”) utilized in connection with an indigent care affiliation agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:

i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;

ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and

iii. Any such Account will not be used to affect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals.

3. ***Deferral or Disallowance of Federal Financial Participation.***

- a. If the Centers for Medicare and Medicaid Services (“CMS”) of the United States Department of Health and Human Services or any other lawful authority disallows, defers, or otherwise rejects, in whole or in part, a claim for federal financial participation based on a claim submitted by Hospital to HHSC for health care services provided under the Affiliation Agreement, HHSC will have the right, by set-off or recoupment, to recover the amount disallowed, deferred, or rejected by CMS, subject to Hospital’s rights of administrative appeal.
- b. The set-off or recoupment may include any interest, fees, or sanctions assessed by CMS as a result of late repayment to CMS.

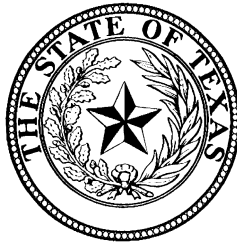
4. ***Public Access to Affiliation Agreement.*** Copies of the Affiliation Agreement shall be made available as provided under the Public Information Act (Chapter 552, Government Code) and will be provided to HHSC on request.

On behalf of Hospital, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind Hospital, and to certify to the above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (print or type)



**HEALTH AND HUMAN SERVICES COMMISSION**

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM  
1115 DEMONSTRATION WAIVER PROGRAM

**CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION  
FOR HOSPITAL AFFILIATES  
Version 2012-1 (09/05/2012)**

## DOCUMENT HISTORY LOG

STATUS <sup>1</sup>	DOCUMENT REVISION <sup>2</sup>	EFFECTIVE DATE	DESCRIPTION <sup>3</sup>
Baseline	n/a		Initial version of the Certification of Governmental Entity Participation
Revision	1.1	09/05/2012	Added cover page.
Revision	1.2	09/05/2012	Added Document History Log.
Revision	1.3	09/05/2012	Various formatting changes.
Revision	1.4	09/05/2012	Added version number (Version 2012-1) and date of issuance to cover page and page footer.
Revision	1.5	09/05/2012	Deleted "Texas" from "Health and Human Services Commission" to reflect agency's statutory name.
Revision	1.6	09/05/2012	Revised paragraph 4.g. to replace "and" at the end of subparagraph ii following the semicolon with "or."
<p><sup>1</sup> "Baseline" indicates initial document issuances, "Revision" indicates changes to the Baseline version, and "Cancellation" indicates withdrawn versions.</p> <p><sup>2</sup> Numbering conventions: Revisions are numbered according to the version of the document and the sequential revision—e.g., "1.2" refers to the first version of the document and the second revision.</p> <p><sup>3</sup> Brief description of the changes to the document made in the revision.</p>			



**HEALTH AND HUMAN SERVICES COMMISSION**

**TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT  
PROGRAM 1115 DEMONSTRATION WAIVER PROGRAM**

***CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION FOR  
HOSPITAL AFFILIATES***

On behalf of \_\_\_\_\_, a \_\_\_\_\_  
organized under the laws of the State of Texas (hereinafter referred to as “the  
Governmental Entity”), I, \_\_\_\_\_, affirm and certify the  
following:

***1. Legal Authorization.***

- a. The Governmental Entity is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds (“Public Funds”);
- b. The Governmental Entity is legally authorized to enter into and has entered into Affiliation Agreements with one or more private hospitals (“the Affiliated Hospitals”) for, among other purposes, providing indigent care in the community served by the Governmental Entity.

***2. Public Adoption and Access.***

- a. The governing body of the Governmental Entity adopted the conditions described in this certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code;
- b. Copies of all Affiliation Agreements will be made available as provided under the Texas Public Information Act, Chapter 552, Government Code, and will be provided to HHSC on request.

**3. *Funding of Intergovernmental Transfers and Supplemental Payments.***

- a. The Governmental Entity has or has agreed to transfer Public Funds to the Health and Human Services Commission (“HHSC”) via intergovernmental transfer (“IGT”) for use as the non-federal share of supplemental waiver payments (the “Supplemental Payments”) to the Affiliated Hospitals in accordance with 1 Tex. Admin. Code §355.8201, Waiver Payments to Hospitals (the “Waiver Program”);
- b. All transfers of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments to the Affiliated Hospitals under the Waiver Program comply with:
  - i. The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54;
  - ii. HHSC administrative rules codified at 1 Tex. Admin Code §355.8201, Waiver Payments to Hospitals.

**4. *Assurances and Representations.***

- a. The Governmental Entity does not and will not at any time receive any part of the supplemental payments that are made by HHSC to the Affiliated Hospitals under the Waiver Program;
- b. The Governmental Entity has not entered into a contingent fee arrangement related to the Governmental Entity’s participation in the Waiver Program;
- c. The Governmental Entity has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Supplemental Payments an Affiliated Hospital receives on the amount of indigent care the Affiliated Hospital has provided or will provide;
- d. The Governmental Entity has not entered and will not enter into any agreement to condition the amount of any Affiliated Hospital’s indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment an Affiliated Hospital may be eligible to receive;
- e. With regard to any escrow, trust or other financial mechanism (an “Account”) utilized in connection with an indigent care Affiliation Agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:

- i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;
  - ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and
  - iii. Any such Account will not be used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;
- f. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to an Affiliated Hospital for any purpose in consideration for an IGT of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments;
- g. The Governmental Entity has not received and will not receive any cash or in-kind transfers from an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals other than transfers and transactions that:
  - i. Following the date this Certification was executed, are unrelated to the administration of the Waiver Program or the delivery of indigent care services under an Affiliation Agreement;
  - ii. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to an Affiliated Hospital; or
  - iii. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Affiliated Hospital and the Governmental Entity;
- h. The Governmental Entity has not:
  - i. Following the date this Certification was executed, assigned or agreed to assign a contractual or statutory obligation of the Governmental Entity to an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals; or
  - ii. Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

**5. Evaluation.**

- a. Consistent with its constitutional, statutory, and fiduciary obligations, the Governmental Entity may evaluate a private hospital’s historical experience in providing indigent care in the community or performance under an Affiliation Agreement including the impact and amount of indigent care provided by the hospital, for the following purposes:
  - i. To determine whether the Governmental Entity will enter into an Affiliation Agreement with a private hospital;
  - ii. To determine whether and to what degree the Governmental Entity will supply an IGT, provided such decision does not include consideration of matters prohibited under paragraph 4 of this Certification;
  - iii. To determine whether an Affiliated Hospital’s participation benefited the community and whether its continued participation in the indigent care program is likely to continue to benefit the community; or
  - iv. To provide accountability to local taxpayers;
  
- b. The Governmental Entity’s evaluation under this paragraph 5 may:
  - i. Be documented in a manner sufficient to confirm achievement of the Governmental Entity’s mission and provide an appropriate and constitutional basis on which to transfer the Public Funds to HHSC; and
  - ii. Not include consideration of matters prohibited under paragraph 4 of this Certification ;

On behalf of the Governmental Entity, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Governmental Entity and to certify to the above.

Signature

...

Date

.

Name and Title

...



## INDIGENT CARE AFFILIATION AGREEMENT

This Indigent Care Affiliation Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2017, to be effective as of \_\_\_\_\_, 2017 (“Effective Date”), by and between Williamson County, Texas a unit of local government within the State of Texas (“the Governmental Entity”) and \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_ and \_\_\_\_\_ (collectively referred to as the “Affiliated Hospital”), hospital(s) organized and licensed under the laws of the State of Texas.

### RECITALS

**WHEREAS**, the Affiliated Hospital and the Governmental Entity collectively provide substantial uncompensated care to indigent persons annually;

**WHEREAS**, the State’s under-funding of, and reductions in eligibility for, Medicaid increases the volumes of indigent patients who rely on hospital emergency room services as the source of primary healthcare and shifts the burden for indigent care to the Affiliated Hospital, the Governmental Entity, and local community;

**WHEREAS**, the Governmental Entity and the Affiliated Hospital recognize that the State will continue to under-fund the Texas Medicaid program and that the indigent numbers in their community will continue to grow;

**WHEREAS**, the Governmental Entity and the Affiliated Hospital desire to ensure that the indigent have access to and receive health care services;

**WHEREAS**, the Governmental Entity and the Affiliated Hospital recognize that it is in their best interest to increase funding for the Medicaid population and to access federal funding for the indigent to which the Affiliated Hospital will be entitled under the State’s Medicaid program; and

**WHEREAS**, the Governmental Entity and the Affiliated Hospital recognize that they need to cooperate to ensure their ability to deliver cost efficient healthcare services to indigent patients in their community;

**NOW, THEREFORE**, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

### 1.0 INDIGENT CARE COLLABORATION

**1.1 Improving Access to Healthcare for Indigent.** The Governmental Entity and the Affiliated Hospital will assess the opportunities to improve access to healthcare for indigent persons residing in the community through

participation in the Medicaid program including the Medicaid payments authorized by the Texas Healthcare Transformation and Quality Improvement Program Section 1115 Waiver (the “Section 1115 Waiver”).

## **2.0 REPRESENTATIONS AND WARRANTIES**

**2.1 Affiliated Hospital Representations and Warranties.** The Affiliated Hospital represents and warrants that:

- a. It is a Texas corporation or partnership or other entity qualified to do business in Texas, duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;
- b. There is no agreement to condition any amounts transferred by the Governmental Entity nor the amount of Medicaid payments received on the amount of indigent care the Affiliated Hospital has provided or will provide;
- c. There is no agreement to condition the amount of the Affiliated Hospital’s indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid payment the Affiliated Hospital might receive;
- d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated intergovernmental transfer (“IGT”) from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;
- e. The Affiliated Hospital will not return or refund any Medicaid payments received to the Governmental Entity;
- f. No part of any Medicaid payment received under the Section 1115 Waiver program will be used to pay a contingent fee, consulting fee, or legal fee associated with the Affiliated Hospital’s receipt of payments under the Section 1115 Waiver program.
- g. The execution, delivery, and performance by the Affiliated Hospital of this Agreement are within the Affiliated Hospital’s powers, are not in contravention of any other instruments governing the Affiliated Hospital and have been duly authorized and approved by the Affiliated Hospital as and to the extent required by applicable law;

- h. Neither the Affiliated Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the “federal health care programs”); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) under investigation or otherwise aware of any circumstance which may result in the exclusion of the Affiliated Hospital or any of its representatives from participating in federal health care programs; and
- i. This Agreement has been duly and validly executed and delivered by the Affiliated Hospital.

**2.2 Governmental Entity Representations and Warranties.** The Governmental Entity represents and warrants that:

- a. It is a unit of local government within the State of Texas, duly established and created with all requisite power and authority to enter into this Agreement in all respects;
- b. There is no agreement to condition the amount transferred by the Governmental Entity nor the amount of Medicaid supplemental payments on the amount of indigent care the Affiliated Hospital have provided or will provide;
- c. There is no agreement to condition the amount of the Affiliated Hospital’s indigent care obligation on the amount transferred by the Governmental Entity nor the amount of any Medicaid supplemental payment the Affiliated Hospital might receive;
- d. No escrow, trust, or other funding mechanism exists, the amount of which is conditioned or contingent on the amount of indigent care services provided or to be provided by the Affiliated Hospital; and that any escrow, trust or other funding mechanism utilized in connection with an anticipated IGT from the Governmental Entity has been disclosed to HHSC and is not used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospital;
- e. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to the Affiliated Hospital for any purpose in consideration for an IGT by the Governmental Entity to fund Medicaid supplemental payments;

- f. The execution, delivery, and performance by the Governmental Entity of this Agreement are within the Governmental Entity's powers, are not in contravention of any other instruments governing the Governmental Entity and have been duly authorized and approved by the Board of Directors of the Governmental Entity as and to the extent required by applicable law;
- g. This Agreement has been duly and validly executed by the Governmental Entity;
- h. The Governmental Entity has not received and has no agreement to receive any portion of any Medicaid payments made to Affiliated Hospital;
- i. The Governmental Entity has not entered into a contingent fee arrangement related to its participation in the Section 1115 Waiver program;
- j. The Governmental Entity is authorized to participate in the Section 1115 Waiver program pursuant to a vote of its governing body in a public meeting preceded by public notice published in accordance with its usual and customary practices or the Texas Open Meetings Act, as applicable; and
- k. Notwithstanding anything in this Agreement to the contrary, any decision by the Governmental Entity to provide funding for the Medicaid program is at the sole discretion of the Governmental Entity.

### **3.0 OBLIGATIONS OF THE AFFILIATED HOSPITAL**

- 3.1 **Agreement to Collaborate with the Governmental Entity.** The Affiliated Hospital agrees to work cooperatively with the Governmental Entity to improve access to health care for indigent persons.
- 3.2 **Documentation.** The Affiliated Hospital agrees to provide the Governmental Entity documentation that demonstrates the amount and types of health care (including indigent health care and Medicaid services historically provided in its community) as requested by the Governmental Entity, but no more frequently than quarterly.
- 3.3 **Compliance with State and Federal Law.** The Affiliated Hospital agrees to retain qualified professionals to ensure health care is provided in compliance with state and federal charity care laws, anti-trust laws, and any other applicable laws, and the Medicare and Medicaid programs.
- 3.4 **Indigent Care Program Participation.** At all times during the term of this Agreement, the Affiliated Hospital shall use their best efforts to maintain its qualifications for participation in the Medicaid and Medicare programs.

**3.5 Compliance with HIPAA.** To the extent applicable to this Agreement, the Affiliated Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* (“HIPAA”), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the “Federal Electronic Transaction Regulations”), all as amended from time to time, and all collectively referred to herein as “HIPAA Requirements.” The Affiliated Hospital agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Affiliated Hospital agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Affiliated Hospital shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Affiliated Hospital will also indemnify and hold the Governmental Entity harmless if any amount of reimbursement is denied or disallowed because of the Affiliated Hospital’s failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. If the Affiliated Hospital carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

#### **4.0. OBLIGATIONS OF THE GOVERNMENTAL ENTITY**

- 4.1 Agreement to Cooperate with the Affiliated Hospital.** The Governmental Entity agrees to work cooperatively with the Affiliated Hospital to improve access to health care for indigent persons.
- 4.2 No Condition on Medicaid Funding.** The Governmental Entity agrees that it will not condition the amount to which it funds the non-federal share of

Medicaid supplemental payments on a specified or required minimum amount of prospective indigent care.

- 4.3 **Retrospective Evaluation of Services.** The Governmental Entity may retrospectively evaluate the amount and impact of the Affiliated Hospital's indigent care delivery and can rely on such historical information in determining whether and to what degree it will provide an IGT in the future.
- 4.4 **Documents Publicly Available.** The Governmental Entity agrees to make publicly available any documentation utilized in connection with intergovernmental transfers of funds and any documentation executed by the Governmental Entity related to its participation in the Section 1115 Waiver, including this Agreement.
- 4.5 **Use of Public Funds.** To the extent the Governmental Entity decides to provide funding for Medicaid supplemental payments, the Governmental Entity agrees to use public funds for such funding.
- 4.6 **Compliance with HIPAA.** The Governmental Entity agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Sections 1320d, *et seq.* ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time, and all collectively referred to herein as "HIPAA Requirements." The Governmental Entity agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of the Agreement. In addition, the Governmental Entity agrees to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Governmental Entity shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after rendering of such services. The Governmental Entity will also indemnify and hold the Affiliated Hospital harmless if any amount of reimbursement is denied or disallowed because of the Governmental Entity's failure to comply with the obligations set forth in this section. Such indemnity shall include, but not be limited to, the amount of

reimbursement denied, plus any interest, penalties and legal costs. If the Governmental Entity carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, the Affiliated Hospital agrees to include this requirement in any such subcontract. This section is included pursuant to, and is governed by the requirements of, 42. U.S.C. § 1395x(v)(1) and the regulations thereto.

**5.0 GENERAL PROVISIONS**

**5.1 Term and Termination.** The term of this Agreement shall be one year from Effective Date and shall automatically continue thereafter for additional terms of one year unless the parties agree otherwise; provided, however, that this Agreement shall terminate immediately upon written notice by either the Governmental Entity or the Affiliated Hospital to the other party.

**5.2 Notices.** All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, by email, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

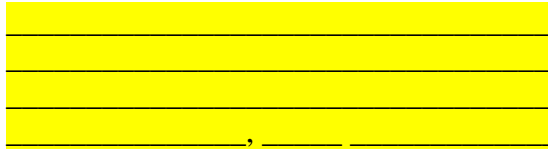
Governmental Entity: Williamson County  
c/o: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

Affiliated Hospital:

[Redacted]

[Redacted]

[Redacted]



With a Copy to:

Carlos Zaffirini Jr.  
Adelanto HealthCare Ventures, L.L.C.  
401 W. 15<sup>th</sup> Street, Suite 840  
Austin, TX 78701

and:

Charles Luband  
Dentons US LLP  
1221 Avenue of the Americas  
New York, NY 10020-1089

- 5.3 Relationship Between the Parties.** The relationship between the Governmental Entity and the Affiliated Hospital is solely a contractual relationship between independent contractors. No party hereto is an agent or employee of any other party. Nothing in this Agreement shall prevent any affiliation or contracting by any party with any third party, with the exception that no party may contract or affiliate with other party to gain entitlement to Medicaid supplemental payments pursuant to this Agreement.
- 5.4 Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. The Affiliated Hospital understands that the Governmental Entity is a political subdivision of the State of Texas and governed by certain statutes applicable thereto.
- 5.5 Assignment.** No party may assign any right, obligation, or responsibility under this Agreement except to a successor in interest.
- 5.6 Third Party Beneficiaries.** The parties to this Agreement do not intend to establish any third party beneficiary relationship by virtue of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

GOVERNMENTAL ENTITY:

WILLIAMSON COUNTY, TEXAS

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

Dan A. Gattis,  
Williamson County Judge

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

AFFILIATED HOSPITAL(s):

Name of Affiliated Hospital: \_\_\_\_\_

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

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

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

Name of Affiliated Hospital: \_\_\_\_\_

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

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

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

Name of Affiliated Hospital: \_\_\_\_\_

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

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

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

Name of Affiliated Hospital: \_\_\_\_\_

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

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

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

Name of Affiliated Hospital: \_\_\_\_\_

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

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

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

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 10/31/2017

Public Hearing

**Submitted By:** Wendy Coco, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on setting a Public Hearing at 10:00 AM on Tuesday, November 7, 2017 regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2018 in relation to the Williamson County Health Care Participation Program and establishing how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

Form Started By: Wendy Coco  
Final Approval Date: 10/27/2017

Started On: 10/27/2017 11:16 AM

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 10/31/2017

Employee Policy Manual Update

**Submitted By:** Tara Raymore, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

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

**Background**

The compensation section of the Employee Policy Manual is being updated to reflect policies related to salary studies.

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**Fiscal Impact**

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

[Compensation Policy Addition](#)

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**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Tara Raymore  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 08:01 AM  
Started On: 10/25/2017 12:34 PM

# Compensation Policies

## Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

## Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
<b>Commissioners Court</b>	<ul style="list-style-type: none"> <li>• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds</li> </ul>	<ul style="list-style-type: none"> <li>• Sec. 152.011, Texas Local Government Code</li> </ul>
<b>Human Resources</b>	<ul style="list-style-type: none"> <li>• Maintains all official job descriptions</li> <li>• Works closely with departments/offices to clearly understand structure &amp; how each position fits within the organization</li> <li>• Identifies positions to be reviewed during the current salary study</li> <li>• Gathers &amp; analyzes market data</li> <li>• Provides recommendations to the Commissioners Court</li> </ul>	<ul style="list-style-type: none"> <li>• The position classifications that have been identified for the study will be presented to Commissioners Court</li> <li>• Kick-off &amp; other meetings as necessary will occur between HR &amp; participating departments/offices throughout the salary study</li> <li>• Job descriptions &amp; position analysis tools will be reviewed and/or updated prior to data collection</li> <li>• Requests will be sent to the identified market entities (see Market below)</li> <li>• Data received will be analyzed &amp; compiled</li> <li>• Pre-recommendation meetings will occur between HR &amp; department/offices</li> <li>• Recommendations will be presented to Commissioners Court</li> <li>• Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court</li> <li>• All changes will be effective in the new fiscal year following Commissioners Court approval</li> </ul>
<b>Departments/Offices</b>	<ul style="list-style-type: none"> <li>• Each department/office will select a designated point of contact</li> <li>• Works closely with HR to ensure that the organization structure and positions are fully understood</li> </ul>	<ul style="list-style-type: none"> <li>• Attends meetings throughout the process</li> <li>• Completes position analysis tools as needed</li> </ul>
<b>Market</b> (based on population, entity structure and/or geographic location)	<ul style="list-style-type: none"> <li>• Provides substantiated market data for the identified positions</li> </ul>	<p><u>Counties used for the study will be:</u> Bell, Brazoria, Nueces, Cameron, Montgomery, Fort Bend, Denton, El Paso, Hidalgo, Collin &amp; Travis</p> <p><u>Cities used for the study will be:</u> Cedar Park, Georgetown &amp; Round Rock</p> <p>*This list may be amended as needed based on unique attributes of some position classifications</p>

# Salary Study Findings

Recommendation	Policy/Process
<p><b>Title Change</b></p>	<ul style="list-style-type: none"> <li>• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards</li> <li>• Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)</li> </ul>
<p><b>Pay Grade Increase</b></p>	<ul style="list-style-type: none"> <li>• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median</li> <li>• Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount</li> </ul>
<p><b>Pay Grade Decrease</b></p>	<ul style="list-style-type: none"> <li>• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median</li> <li>• An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit</li> </ul>
<p><b>FLSA Exemption Status</b></p>	<ul style="list-style-type: none"> <li>• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law</li> <li>• The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt</li> <li>• Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt</li> </ul>

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 10/31/2017

Employee Transfer from Sheriff's Office to Juvenile Services

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take action on transfer of PCN 1260 from Sheriff's Office (Dept 560) to Juvenile Services (Dept 576) effective date 10/01/2017.

**Background**

Juvenile Services is requesting that PCN 1260 be transferred from Sheriff's Office to Juvenile Services. This positon will serve as the School Resource Officer for the department. This transfer has been discussed with the Sheriff's Office and they are in support of transferring the position.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: John Pelczar  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM  
Started On: 10/26/2017 09:33 AM

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 10/31/2017

Employee Transfer from Juvenile Services to Sheriff's Office

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take action on transfer of PCN 1061 from Juvenile Services (Dept 576) to Sheriff's Office (Dept 560) effective date 10/01/2017.

**Background**

Juvenile Services is requesting that PCN 1061 be transferrd from Juvenile Services to Sheriff's Office. This positon will replace the position that was transferred to Juvenile Services to serve as the School Resource Officer. This transfer has been discussed with the Sheriff's Office and they are in support of transferring the position.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: John Pelczar  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM  
Started On: 10/26/2017 09:43 AM

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 10/31/2017

State Farm Good Neighbor Citizenship Company Grant for the County Sheriff

**Submitted For:** Robert Chody

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on the opportunity to apply for the State Farm Good Neighbor Citizenship Company Grant for the County Sheriff.

**Background**

The Sheriff's Office is beginning the process of procuring grant funds to purchase an Incident Command Vehicle. Our goal is to fund 100% of the project cost through grant funds and we will be taking advantage of multiple private and government funding opportunities. With the Court's approval, we will apply to receive \$100,000.00 through the State Farm Good Neighbor Citizenship Company Grant. No resolution or match is required and the application will be submitted upon the Court's approval.

The current cost of the vehicle is \$560,378.29; this price includes all hardware, technological equipment, delivery, vehicle orientation, training and a one year warranty. The vehicle will make use of Toughbook laptops currently in use to reduce initial costs and future expenses associated with upgrades. This vehicle will also be used as a regional asset for the 10-County CAPCOG region. The anticipated project dates are November 2018-October 2019.

This vehicle can be used to respond to large-scale or multi-jurisdictional incidents, events that are for an extended duration or when there are simultaneous events in the region. It can also be used as a stand alone communication center.

There will be no impact on the current budget. The anticipated additional costs include fuel and maintenance, with surrounding agencies incurring fuel costs when it is used as a regional asset and reimbursement through FEMA when used in related natural disaster situations. All other fuel and maintenance costs will be included in the Sheriff's Office future budgets.

Staff recommends the following action: Approve the Sheriff's Office to apply for the State Farm Good Neighbor Citizenship Company Grant and authorize appropriate Sheriff's department personnel to complete documentation relevant to the implementation of the grant.

**Fiscal Impact**

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

Incident Command Vehicle Cost

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Starla Hall  
Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 11:41 AM  
Started On: 10/26/2017 06:21 AM

Nomad GCS Company  
Incident Command Vehicle

Item	Description	Volume	Price
001	<p>Nomad IC30a</p> <ul style="list-style-type: none"> <li>- Model IC30, International 4300 SBA 6x4 Chassis</li> <li>- Two (2) Slide Outs</li> <li>- Lavatory with External Access</li> <li>- Cab Pass through</li> <li>- Heavy Duty Leveling System</li> <li>- Trailer Hitch 7 pin</li> <li>- Back Up Safety Camera</li> <li>- Three (3) NFPA and UL approved five (5) pound dry chemical fire extinguishers</li> <li>- Three (3) 9V Smoke Detectors</li> </ul>	1	\$393,500.00
002	<p>Integrated Technologies Package</p> <ul style="list-style-type: none"> <li>- Exterior Display Compartment with Integrated Workstation</li> <li>- HD Satellite TV Antenna</li> <li>- Local TV Antenna and Booster, Roof Mounted</li> <li>- 8x8 HDMI Video Matrix Switch</li> <li>- Tereo 2MP IP Camera PTZ, Laser IR, Optical Zoom</li> <li>- Rack Mounted Network Video Server for Video Management</li> <li>- Four (4) Cisco IP Desk Phones</li> <li>- Wireless Laser Printer</li> <li>- Four (4) LED HD Monitors Wall mounted</li> <li>- Three (3) integrated Dell workstations w/SSD hard rive</li> </ul>	1	\$57,596.04
003	<p>Networking Package</p> <ul style="list-style-type: none"> <li>- Cisco Mobile Networking Kit</li> <li>- Dual Cell Voice &amp; MESH Enabled Router (FXO, FXS, IOS K9)</li> <li>- Two (2) 24 Port GB Switch</li> <li>- Wi-Fi Access-Point</li> <li>- Satellite Internet System (1.0m AVL Antenna, 6W BUC, PLL LNB, iDirect X5)</li> <li>- One (1) Year of Service (7x3, 9 GB)</li> <li>- Two (2) 40U Rack System</li> <li>- Radio Terminal Patch Panel</li> </ul>	1	\$41,082.00

Nomad GCS Company  
Incident Command Vehicle

004	<p>Interior Options</p> <ul style="list-style-type: none"> <li>- Three (3) Integrated Workstation with Rolling task chair, Overhead Cabinets, Duplex Power Outlet, Cat6 Data/Phone ports</li> <li>- Two (2) Conference Tables each with Bench Seat, Three (3) Rolling Task Chairs, Integrated Table with Power and Data/Phone ports</li> <li>- Night Lighting Package with Dimmable Room Option</li> <li>- Sound Deadening Wall fabric with White Board upper</li> </ul>	1	\$15,540.00
005	<p>Exterior Options</p> <ul style="list-style-type: none"> <li>- 18' powered Awning</li> <li>- 26' Telescoping Mast</li> <li>- Ten (10) LED Scene Lights</li> <li>- LED Emergency Lighting Package</li> <li>- Under chassis Compartment Lights</li> <li>- Mast Antenna Mount</li> <li>- Throw Phone Cable Cabinet, Bumper Mount</li> </ul>	1	\$29,300.00
006	<p>Electrical System</p> <ul style="list-style-type: none"> <li>- 120/240V, 125 amp rated, single- phase, three-wire service</li> <li>- 20kw Onan generator</li> <li>- 50A Shore Power Inlet with Cord</li> <li>- Three (3) 15,000 BTU HVAC Units Roof Mounted</li> <li>- Three (3) 1,500 BTU Forced Heat Fans</li> <li>- 12V DC Electrical system with Two (2) deep cycle Batteries</li> <li>- One (1) Kussmaul Battery Back Up Charger</li> </ul>	1	\$32,500.00
007	<p>Vehicle Telematics System</p> <ul style="list-style-type: none"> <li>- One (1) vehicle telematics electrical control system</li> <li>- One (1) integrated intelligent touchscreen tablet</li> <li>- Integrated Deployment Wizard</li> <li>- Automatic incoming AC power management</li> <li>- Touch Screen Generator Control</li> <li>- Touch Screen Auto Leveling System</li> <li>- Touch Screen HVAC Control</li> <li>- Touch Screen Mast Control</li> <li>- Touch Screen VSAT Control</li> <li>- Manual Redundant Control System</li> <li>- Intelligent Network Grading and Control</li> </ul>	1	Included

Nomad GCS Company  
Incident Command Vehicle

008	<b>Services</b> - One (1) year 24/7 service support by phone or email - Rhodium Incident Management 5 licenses - Two (2) Days Vehicle Orientation and Training - Full Integration Contract - Cisco Certified Networking Administration - Network Diagrams	1	Included
		Subtotal	\$569,518.04
		Credits	(\$12,590.00)
		Delivery	\$3,450.25
		Total	\$560,378.29

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 10/31/2017

DM Medical Billings contract extension

**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 extending Billing Services, Proposal #13RFP00101, for the same pricing, terms and conditions as the existing contract for the term of November 17, 2017 - November 16, 2018, with DM Medical Billings, LLC.

**Background**

This is the third (3rd) extension of five (5) possible, one (1) year renewal options. The EMS department submitted a Vendor Performance Report for this vendor stating they have exceeded all contract requirements and requesting renewal.

**Fiscal Impact**

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

DM Medical Billing contract extension #3

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 10/26/2017

**Reviewed By**


Randy Barker  
Wendy Coco

**Date**

10/26/2017 09:16 AM  
10/26/2017 10:23 AM  
Started On: 10/23/2017 04:27 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Service	<b>Department:</b>	EMS								
<b>Vendor Name:</b>	DM Medical Billings, LLC										
<b>Vendor Address:</b>	88 S. Lakeview Drive, Building 2, Gibbsboro, NJ 08026										
<b>Purpose/Intended Use of Product or Service (summary):</b>											
Billing Services											
<b>P.O./Contract Number:</b>	13RFP00101	<b>Effective Date:</b>	11/17/2017								
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	11/16/2018								
<b>Requested By:</b>	Mike Knipstein, Department Director										
<b>Detailed description of renewal of product and/or service.</b>											
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>• PLEASE INCLUDE THE FOLLOWING:               <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• <b>Extend Contract for the 3<sup>rd</sup> of five(5), one (1) year renewal option periods:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Renewal Option Period 3</td> <td>November 17, 2017 – November 16, 2018</td> </tr> <tr> <td>Renewal Option Period 2</td> <td>November 17, 2016 – November 16, 2017</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>November 17, 2015 – November 16, 2016</td> </tr> <tr> <td>Initial Contract Period</td> <td>November 17, 2012 – November 16, 2015</td> </tr> </table> </li> </ul>				Renewal Option Period 3	November 17, 2017 – November 16, 2018	Renewal Option Period 2	November 17, 2016 – November 16, 2017	Renewal Option Period 1	November 17, 2015 – November 16, 2016	Initial Contract Period	November 17, 2012 – November 16, 2015
Renewal Option Period 3	November 17, 2017 – November 16, 2018										
Renewal Option Period 2	November 17, 2016 – November 16, 2017										
Renewal Option Period 1	November 17, 2015 – November 16, 2016										
Initial Contract Period	November 17, 2012 – November 16, 2015										
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>											
Vendor <u>DM Medical Billings</u>	Williamson County, 710 Main St., Georgetown, TX 78626										
Name <u>Amy Gifford</u>	Dan A. Gattis										
Title <u>Vice President</u>	Williamson County Judge										
Signature <u></u>	Signature _____										
Date <u>10-12-17</u>	Date _____										

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 10/31/2017

Advertisement Approval RFP 1710 198 Concessions for Expo Center

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Concession Services for Expo Center under RFP # 1710-198.

**Background**

Williamson County is seeking proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services. The concessions services will be performed at the Williamson County Exposition Center located at 210 Carlos G Parker Blvd. NW, Taylor, TX 76574. The Williamson County Expo Center contains a 15,000 square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, and 1 all masonry concession facility on the west side of the covered arena.

**Fiscal Impact**

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

RFP Package

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 10/26/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

10/26/2017 09:24 AM  
10/26/2017 10:23 AM  
Started On: 10/24/2017 08:03 AM

## **Solicitation 1710-198**

### **Concessions for Expo Center**

### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1710-198 Concessions for Expo Center

**Bid Number** 1710-198  
**Bid Title** Concessions for Expo Center  
  
**Bid Start Date** In Held  
**Bid End Date** Nov 21, 2017 3:00:00 PM CST  
**Question & Answer End Date** Nov 17, 2017 5:00:00 PM CST  
  
**Bid Contact** Blake Skiles  
Purchasing Specialist III  
512-943-1478  
blake.skiles@wilco.org  
  
**Contract Duration** 3 years  
**Contract Renewal** 2 annual renewals  
**Prices Good for** 1 year

**Bid Comments** **Williamson County is seeking proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services. The concessions services will be performed at the Williamson County Exposition Center located at 210 Carlos G Parker Blvd. NW Taylor, TX 76574. The Williamson County Expo Center contains a 15,000 square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, 1 all masonry concession facility on the west side of the covered arena.**

### Item Response Form

**Item** 1710-198--01-01 - Please Attach All Documents To This Line  
**Quantity** 1 each

Prices are not requested for this item.

**Delivery Location** **Williamson County, Texas**  
No Location Specified

Qty 1

**Description**

Please Attach All Documents To This Line



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1710-198 Concessions for Expo Center**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Nov 21, 2017 3:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:  
Nov 21, 2017 3:00:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at [www.bidsync.com](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via: [www.bidsync.com](http://www.bidsync.com)**

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.**

**Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department  
Attn: **PROPOSAL NAME AND NUMBER**  
901 South Austin Avenue  
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents will be read aloud.
  - All submitted questions with their answers will be posted and updated on [www.bidsync.com](http://www.bidsync.com).
  - It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
    - Any Addenda and/or other information relevant to the RFP will be posted on [www.bidsync.com](http://www.bidsync.com).
    - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.



## Williamson County – Request for Proposal (RFP)

### SECTION 1 - DEFINITIONS

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

### **2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS**

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

#### H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

### 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

### 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding,

but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or

- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## **2.7 PROPOSAL SUBMITTAL DEADLINE**

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## **2.8 ETHICS**

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

## **2.9 DELIVERY OF PROPOSALS**

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

If mailed or delivered in person, Proposal and Proposal Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**

901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

### **3.4 SIGNATURE OF RESPONDENT**

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited

Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

### **3.6 ECONOMY OF PRESENTATION**

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

### **3.7 PROPOSAL OBLIGATION**

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.8 COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

### **3.9 EVALUATION**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

### **3.10 WITHDRAWAL OF PROPOSAL**

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.11 RESPONSIBILITY**

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

### **3.12 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.13 SILENCE OF SPECIFICATIONS**

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.14 REFERENCES**

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The RFP and its Addenda (if applicable); and
  2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
1. The terms and conditions of the Ensuing Agreement;
  2. The RFP and its Addenda; and
  3. The Respondent's Proposal.

### **4.3 OWNERSHIP OF PROPOSAL**

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF RESPONDENT**

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of

amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

#### **4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS**

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### **4.7 IMPLIED REQUIREMENTS**

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

#### **4.8 TERMINATION**

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### **4.9 NON-PERFORMANCE**

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

#### **4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 PROPOSAL PREPARATION COSTS**

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement (s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

#### **4.28 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

#### **4.29 ASSIGNMENT**

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.30 SAFETY**

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.32 CONTRACTUAL DEVELOPMENT**

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

#### **4.33 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

#### **4.34 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

#### **4.35 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) 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 (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Respondent and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

#### **4.37 LEGAL LIABILITY INFORMATION**

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.38 CONFIDENTIALITY**

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### **4.39 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.40 AIR QUALITY**

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

#### **4.41 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.42 CONFIDENTIALITY**

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**GENERAL CONDITIONS  
FOOD AND DRINK CONCESSIONS  
FOR WILLIAMSON COUNTY EXPOSITION CENTER**

1. PURPOSE AND CLASSIFICATION

a) Purpose

Williamson County, herein after referred to as the County, seeks proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

b) Classification

The concession services will be performed at Williamson County Exposition Center located at 210 Carlos G Parker Boulevard NW, Taylor, TX 76574. The Williamson County Exposition Center contains a 15,000-square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, 1 all masonry concession facilities on the west side of the covered arena.

2. NO AGENCY RELATIONSHIP

It is understood and agreed that vendor shall not in any sense be considered a partner or joint venture with Williamson County, nor shall vendor hold himself out as an agent or official representative of Williamson County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Vendor shall be considered an independent contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this contract.

3. SCOPE OF WORK

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet the contract requirements. The contractor shall provide concession services as described herein and shall provide all labor, material, and equipment. The vendor shall provide clean, attractive, and safe areas for the locations described herein.

The vendor shall furnish and maintain all equipment necessary for the proper concession service of each location. The vendor shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the vendor's expense. The vendor shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

The vendor shall obtain a Wine and Beer Retailer's Permit (BG Permit) with the Texas Alcoholic Beverage Commission for the designated "Arena" area. The vendor shall follow all regulations set forth by the Texas Alcoholic Beverage Commission. The vendor is also responsible for purchasing and posting the correct signage required by the Texas Alcoholic Beverage Commission. The vendor must obtain adequate liquor liability insurance coverage confirmed and submitted as required below.

Security is required for all events where alcohol is being served or sold. If the Licensee has an event that does not require security, the vender has the option of hiring needed security to sell alcohol. If the vender chooses not to hire security then the vender will not be allowed to sell alcohol at that particular event. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

The County reserves the right to provide additional concessions for up to three (3) events per year. The additional food and drink (non-alcoholic) concessions may be sold by the County, vendors, or its assignees.

The County will receive the fees or sales percentage from these concessions. Examples of the events for additional concessions include but are not limited to Williamson County Fair and Rodeo, Bar-B-Que Cook-off, Taylor Rodeo, etc. The additional concessions will not use the awarded vendor's concession facility. The awarded vendor will have the right to continue sales out of the concession facility for these special events.

#### 4. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is the 3 years from initial award date, with an opportunity to renew for two (2), consecutive one (1) year periods.

#### 5. ITEMS and PRICING

Items of sale will include but will not necessarily be limited to the following:

Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc. Beverage service including beer and wine, excluding liquor. No glass containers. Ancillary items may be specific to the operation such as caps, T-shirts, mugs, etc. All concession prices should be presented to General Manager for approval annually and at time of contract renewal.

Catering is not a part of the concessions contract. Catered events at the Williamson County Exposition Center will be handled under a separate contract with vendors from an Approved Catering List. Catered events with alcohol sales and service will be handled under a separate contract. Outdoor vending machines must be approved separately depending on suitability (type of products/price of products/cost to operate machines), and profit margin to County after considering cost of electricity etc.

Williamson County reserves the right to specify specific brands to be incorporated in the concessions according to sponsorship opportunities.

#### 6. HOURS OF OPERATION

It is the intent of this concession contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general expo conditions. Some activities may require concessions to be open only during specific times. All other events will have specific operating hours for operational consistency, such as opening at least one hour before the event is scheduled to begin and remain open until the conclusion of the event.

The vendor will be required to provide adequate staffing for the concessions to serve the public in a prompt and courteous manner. The staffing level will fluctuate depending on the type of event and number of attendees.

#### 7. NO ASSIGNMENT

The vendor may not assign this contract to another individual, company, or organization. The vendor may not assign to any subcontractors. It is highly preferred for the vendor to have a **local presence/local representation** to ease communication and management of the contract.

#### 8. EMPLOYEES

Vendor covenants and agrees that it will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. Vendor shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

#### 9. ACCOUNTING

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs. The reporting time for these reports will be the first day of each month through the

last day of each month. Money owed to the County as represented in each report will be due to the County by the 15<sup>th</sup> of each month. Late payments may result in termination of this contract.

All reports shall include:

- Name, address, and telephone number of concessionaire.
- County contract and proposal number.
- Identification of items purchased at concession stand.
- Quantity or quantities, total prices, and total amount.
- Check are payable to: Williamson County and are due no later than the 15<sup>th</sup> of each month.
- Check will be mailed to:  
Williamson County Exposition Center  
210 Carlos G Parker Boulevard NW  
Taylor, TX 76574

#### 10. MAINTENANCE

County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc. by the Vendor will be documented and charged back to the Vendor.

- a) County will pay for normal electric, gas and water utilities.
- b) Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- c) Housekeeping – Vendor shall clean the serving and window area, along with any picnic and surrounding areas directly related to their operation.

#### 11. GENERAL

- a) Vendor must remain in compliance with all current and future health department regulations. The vendor must also provide a copy of all state, county and local health department certificates or permits that are required to sell food or drink to the public to the Williamson County Expo Center office at the time of award of contract.
- b) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during operating hours.
- c) Staff should be dressed appropriately, uniformed with identification to note name and the organization they represent.
- d) All concessions staff member must pass a criminal background screening check, to be performed and paid for by the vendor. Awarded vendor must be able to show proof of compliance.

The awarded vendor shall conduct background checks on all the permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to services beginning.

The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work to:

Clint Chitsey, General Manager EXPO  
210 Carlos G. Parker Blvd  
Taylor, TX 76574

In addition, the awarded contractor shall continue to submit background checks for any new employees prior to such new employee entering any Williamson County facilities. Replacement personnel shall have completed background checks conducted and approved by contract administrator before access to the facility is authorized.

- e) Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f) The Williamson County Exposition Center will inspect concessions regularly and will provide written results to the Vendor for information and any corrective action. Concession inspections will include but are not limited to general cleanliness, customer service, hours of operation, product appropriateness and freshness, organization, etc.
- g) The Vendor shall provide and maintain a menu sign that is posted in a conspicuous place. The menu sign shall list the prices of all items offered for sale, the hours of operation, and the telephone number for the Williamson County Exposition Center for comments. The design and location of the sign shall be subject to the approval by the General Manager of the Williamson County Exposition Center or his/her designee.
- h) The County reserves the right to operate a monitor inside the concessions for advertising purposes.

## 12. INSURANCE

Vendor, at vendor's own expense, shall provide and maintain the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M Best Company or otherwise acceptable to The County and name The County as an additional insured. The policies shall provide that they may not be cancelled or altered without at least thirty (30) days' prior written notice to The County.

### **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:
 

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>	
Comprehensive General Liability <i>premises, completed and contractual</i>	\$1,000,000	\$1,000,000	<i>(including operations)</i>
Aggregate policy limits:	\$2,000,000		
- d) Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):
 

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>
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) Comprehensive liquor liability insurance (as to Vendors selling or serving alcohol)
 

<b>COVERAGE</b>	<b>PER PERSON</b>	<b>PER OCCURRENCE</b>	
Bodily injury (including death)	\$1,000,000	\$1,000,000	(including
Property damage	\$100,000	\$300,000	
Aggregate policy limits	\$2,000,000		

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

Vendor shall provide The County with insurance certificates evidencing compliance with the insurance requirements stated above.

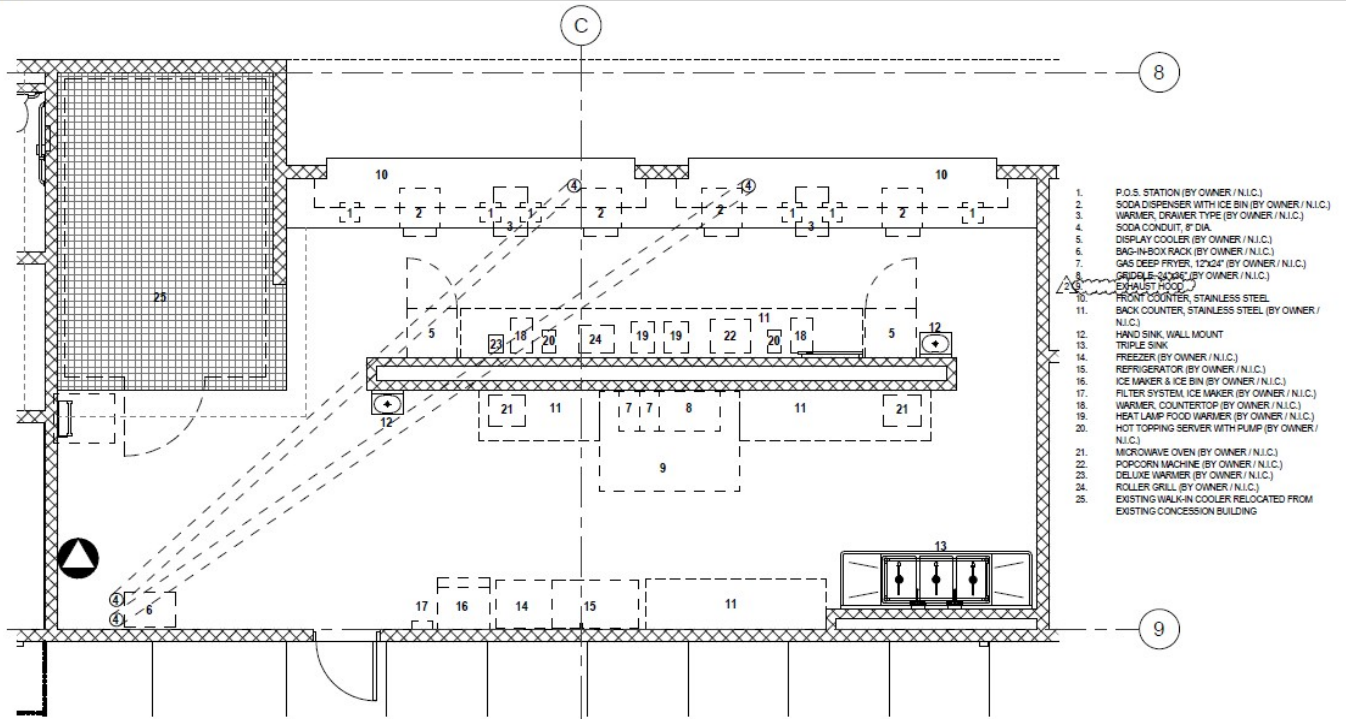
### 13. PROPOSAL EVALUATION

The Proposals received will be evaluated on all of the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria.

<b>Percentage to County - % of gross sales after taxes</b> (Minimum of 20% preferred) <i>Formula to rank percentage is: Vendor % ÷ Highest % amount x 12</i>	12 Points
<b>Experience overall in Concessions Business in like size and type</b>	5 Points
<b>Experience associated with Start Up operations</b>	5 Points
<b>Equipment to be used</b> (Quantity, Type, Age, Condition)	5 Points
<b>Sample Menu with proposed pricing</b> (Selection/Variety)	5 Points
<b>Staffing for all Events</b> (Assurance, Quantity, Flexibility)	5 Points
<b>References</b> (Will call at our discretion)	5 Points
<u>Total Points Possible</u>	<u>42</u>

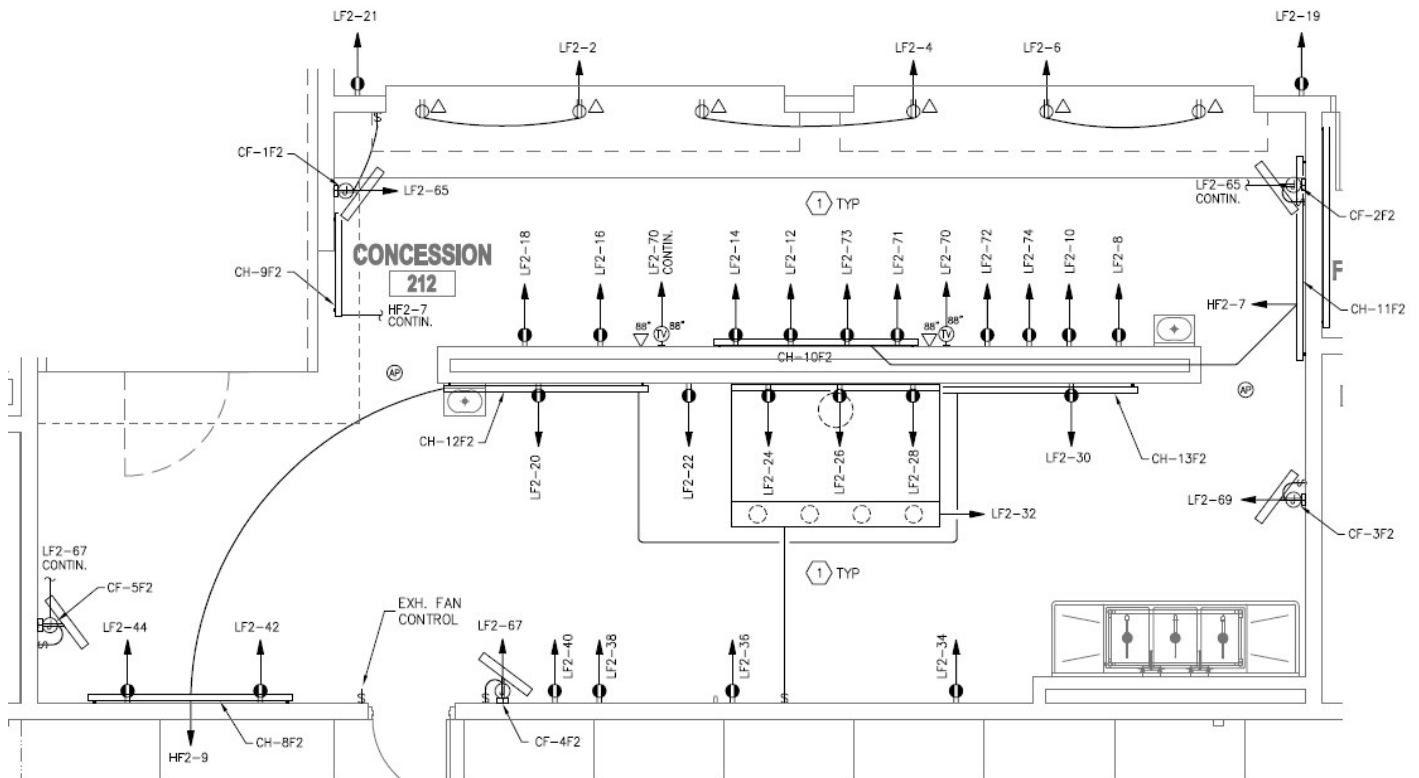
3 ENLARGED CATERING PREP

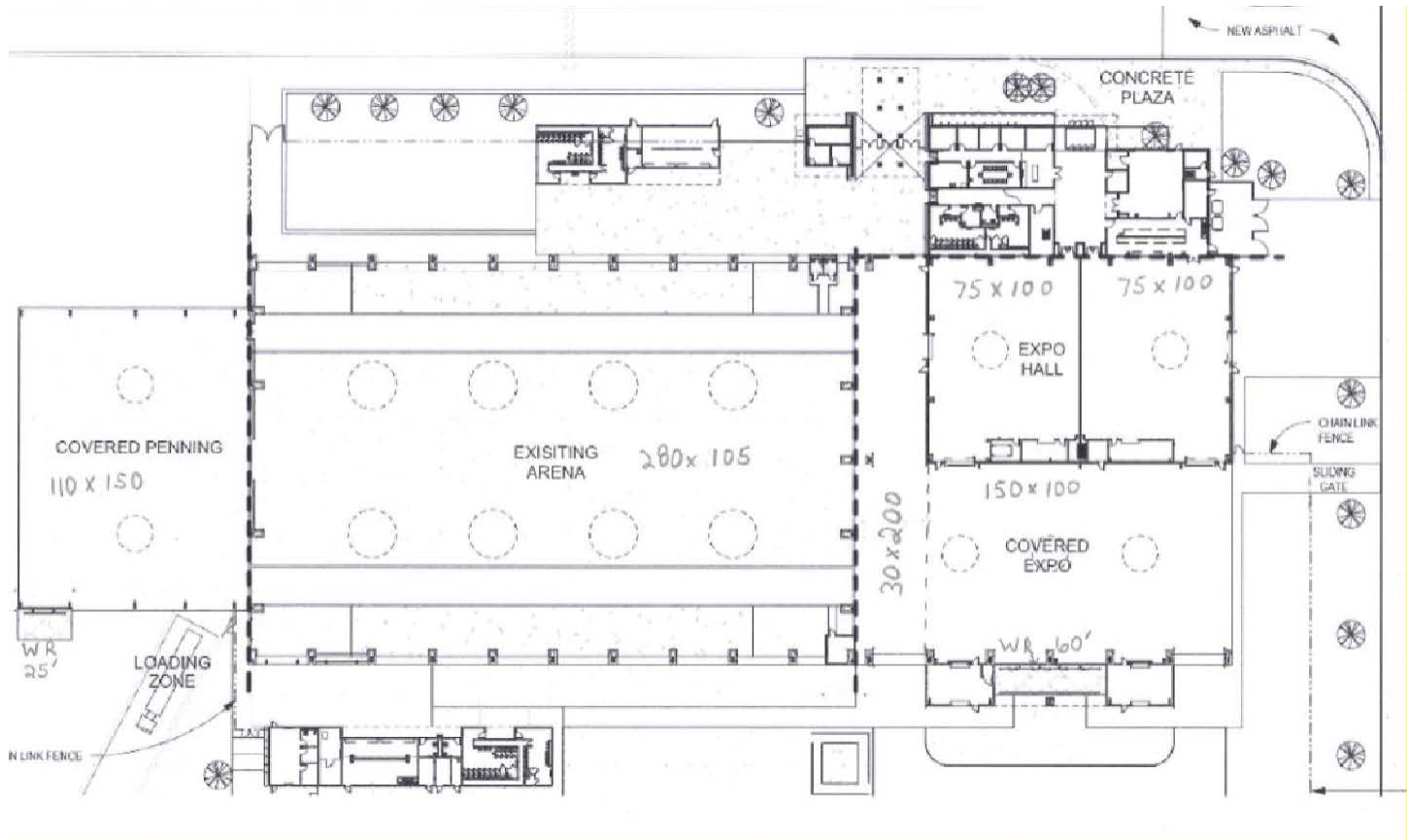
1/4" = 1'-0"

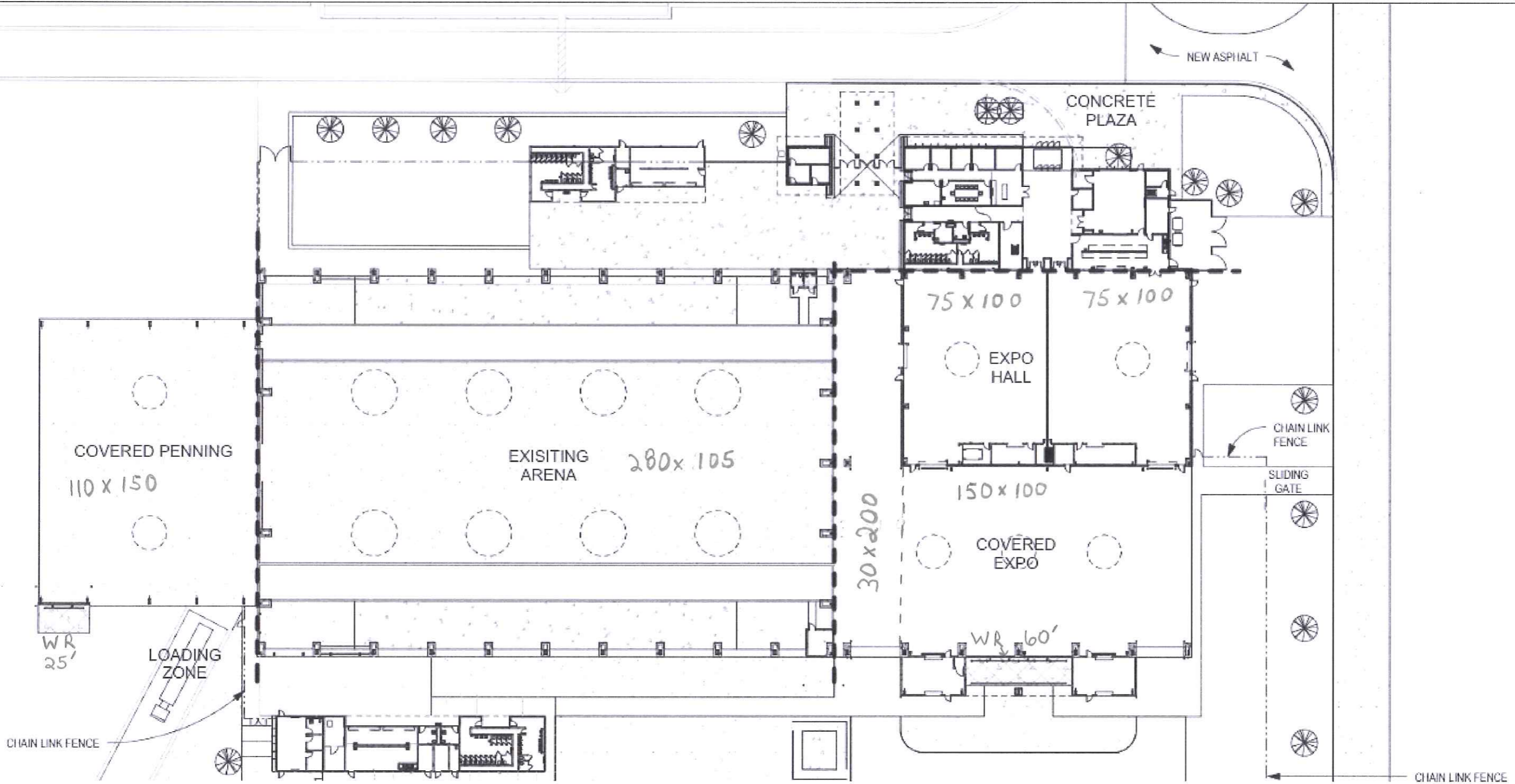
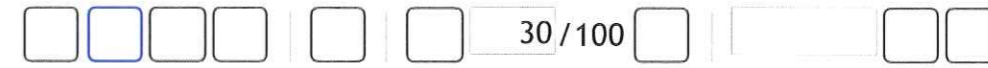


2 ENLARGED PLAN - WEST CONCESSION EQUIP.

1/4" = 1'-0"







**PLEASE NOTE THERE IS NO EXISTING WALK-IN COOLER, NO INSULATED SLAB AND NO EAST CONCESSIONS**

**POPULOUS**  
 Architecture, Planning  
 Interiors, Programming  
 300 Wyandotte, Suite 200  
 Kansas City, Missouri 64105  
 816/221-1500

Associate Architect  
 Momen Architecture  
 109 S. Harris St., Suite 200  
 Round Rock, TX 78644  
 512/753-1150

Structural Engineer  
 Engineering 360 Inc.  
 2851 Joe Dillamore Blvd., Suite 22  
 Round Rock, TX 78665  
 512/244-1960

Mechanical Consultant  
 Hendrix Consulting Engineers  
 115 E Main St.  
 Round Rock, TX 78664  
 512-218-0060

Civil Engineer/Landscape  
 Half Associates, Inc.  
 Two Sierra Way, Suite 105  
 Georgetown, TX 78626  
 512-942-8252



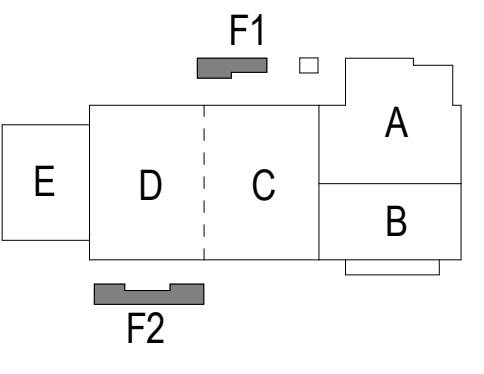
**WILLIAMSON COUNTY EXPO CENTER**  
 210 CARLOS PARKER BOULEVARD  
 TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 16, 2015

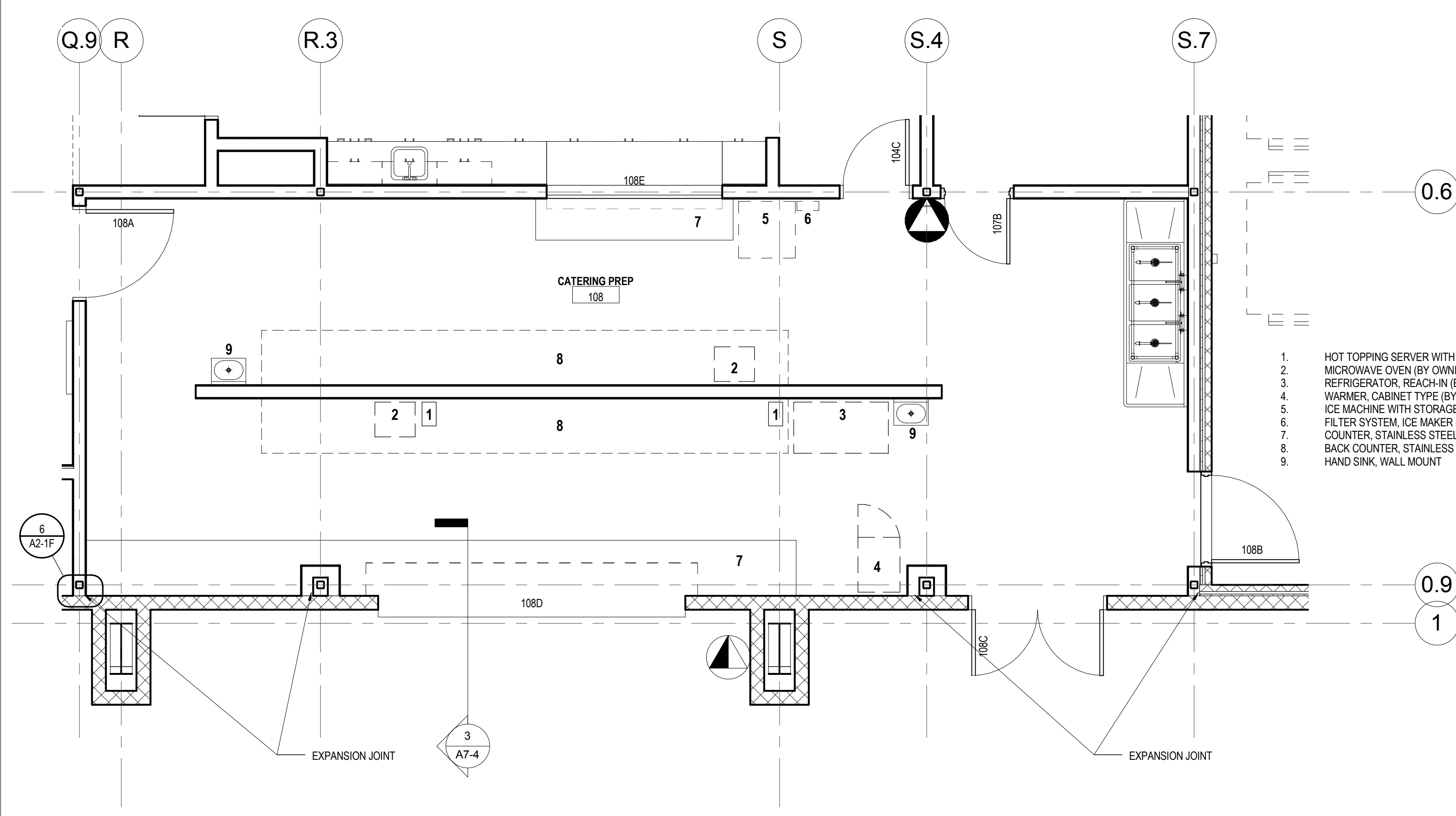
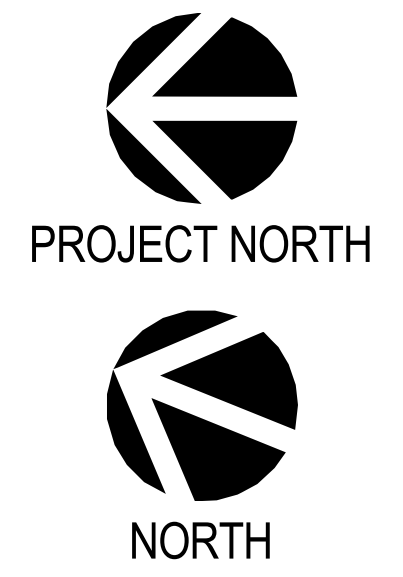
REVISIONS

NO.	DATE	DESCRIPTION
1	9/25/2015	ADDENDUM #1
2	10/14/2015	ADDENDUM #5

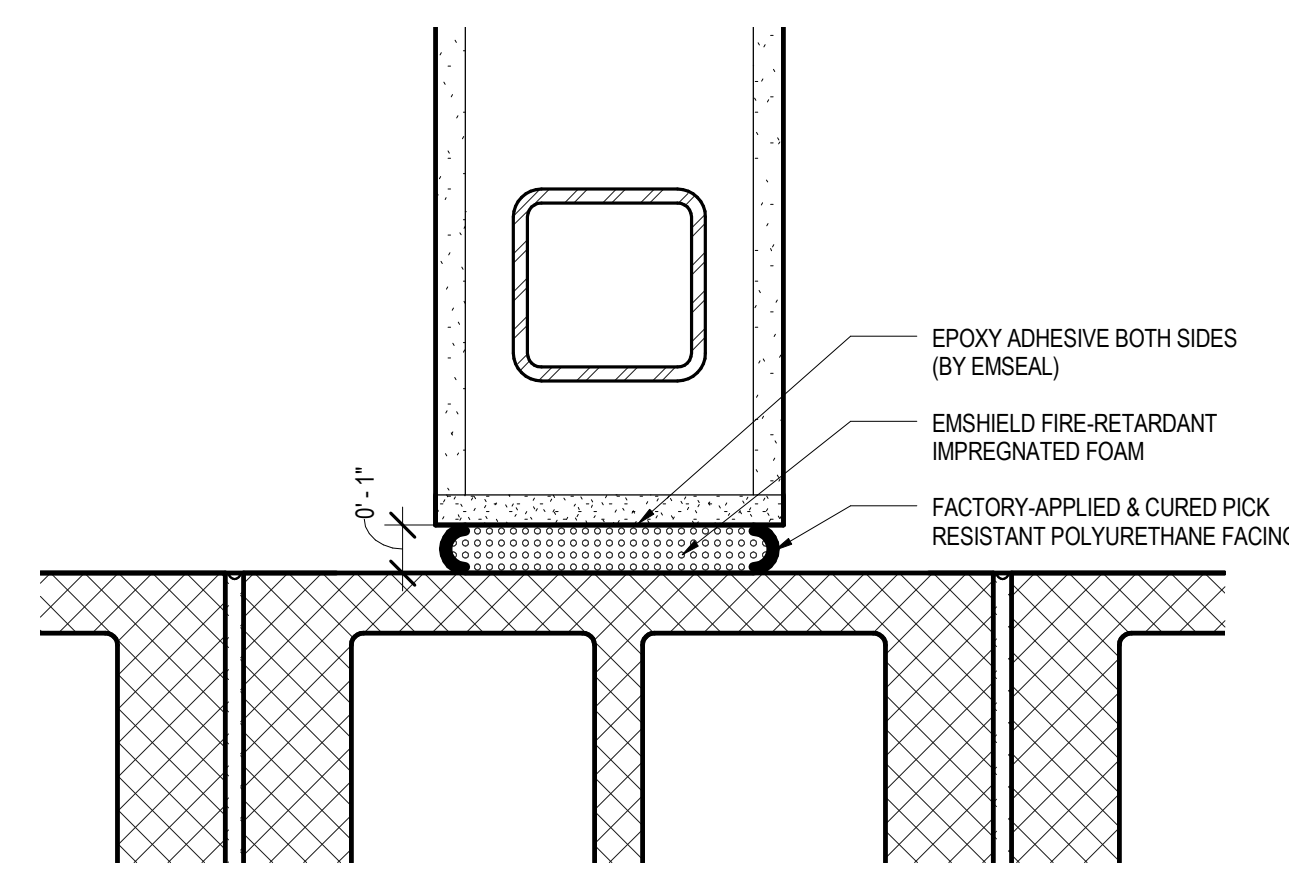


PROJECT NO. 14.3903  
 ISSUED DATE 9/16/2015  
 SHEET TITLE ENLARGED CONCESSION PLANS  
 DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET

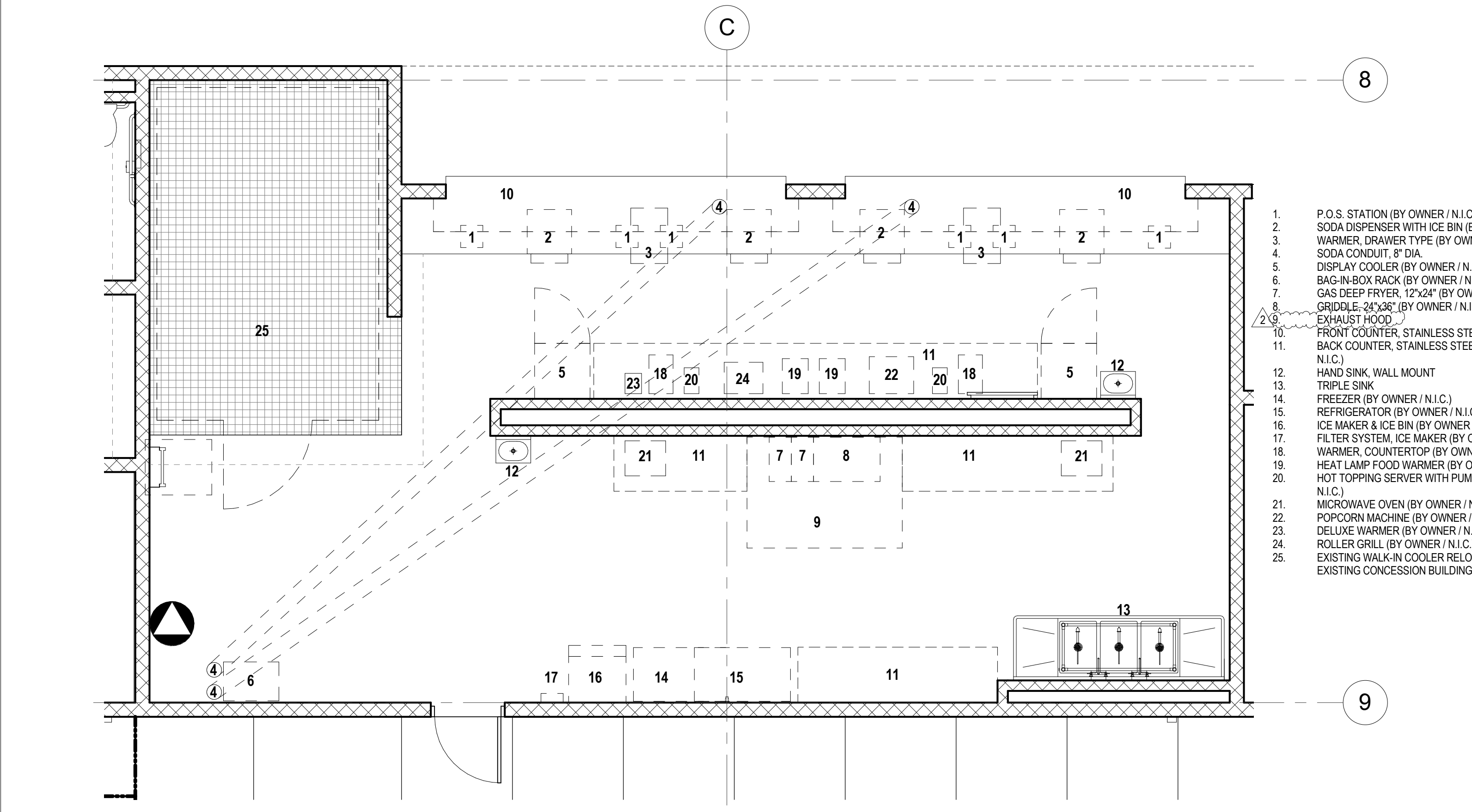
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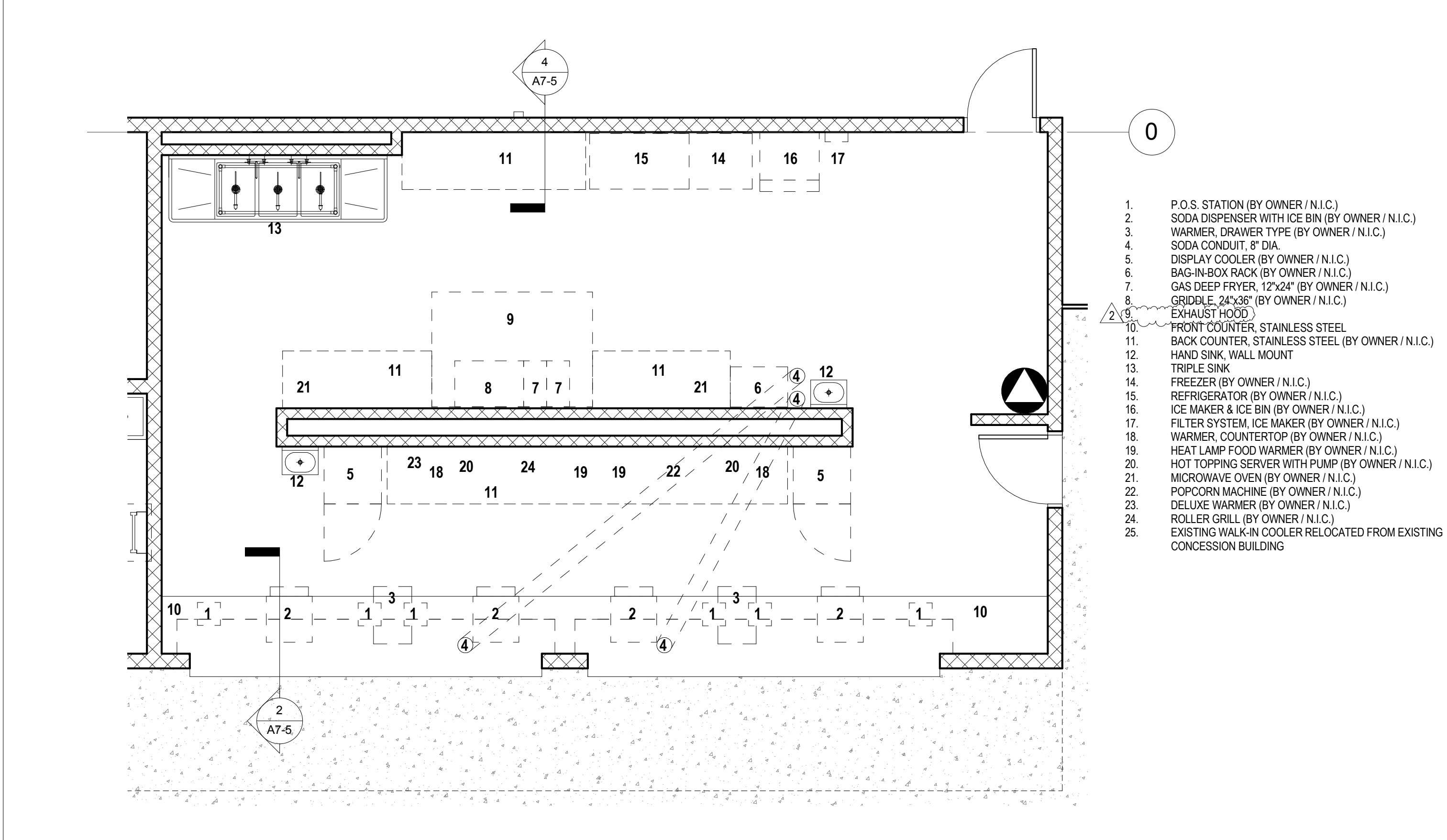
**3 ENLARGED CATERING PREP**  
 1/4" = 1'-0"



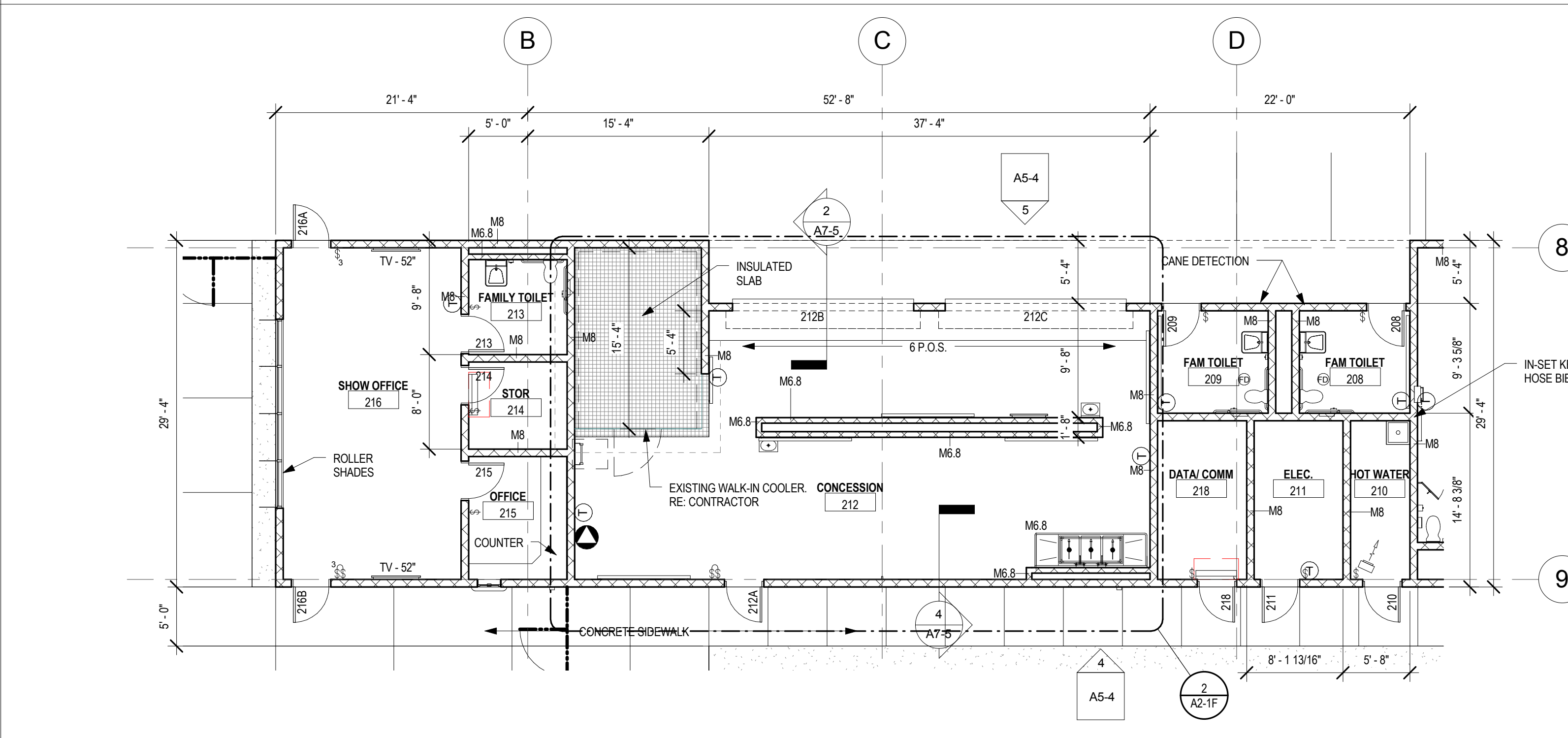
**6 INTERIOR EXPANSION JOINT DETAIL TYP.**  
 3" = 1'-0"



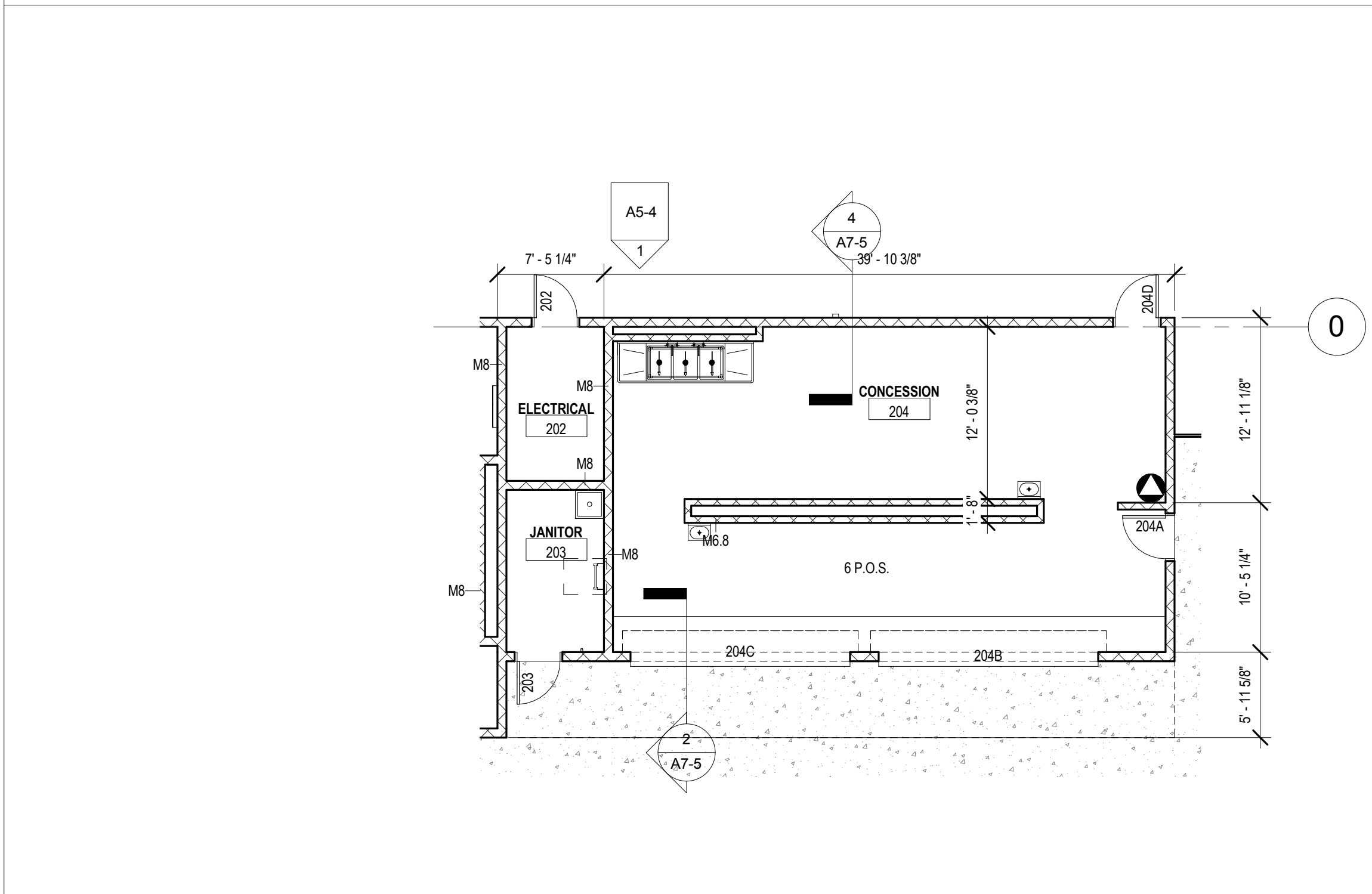
**2 ENLARGED PLAN - WEST CONCESSION EQUIP.**  
 1/4" = 1'-0"



**5 ENLARGED PLAN - EAST CONCESSION EQUIP.**  
 1/4" = 1'-0"



**1 ARENA PLAN - WEST CONCESSION**  
 1/8" = 1'-0"



**4 AREA PLAN - EAST CONCESSION**  
 1/8" = 1'-0"





**POPULOUS®**  
 Architecture, Planning  
 Interior Programming  
 300 Wyandotte, Suite 200  
 Kansas City, Missouri 64105  
 816/221-1500

**Associate Architect**  
 Moman Architecture  
 100 S. Harris St., Suite 200  
 Round Rock, TX 78664  
 512/244-1997

**Structural Engineer**  
 Engineering 360 Inc.  
 2851, Lee Dilligard Blvd., Suite 22  
 Round Rock, TX 78665  
 512/244-1997

**Mechanical Consultant**  
 Hendrix Consulting Engineers  
 115 E Main St  
 Round Rock, TX 78664  
 512/218-0060

**Civil Engineer/Landscape**  
 Hill Associates, Inc.  
 Two Sierra Way, Suite 105  
 Georgetown, TX 78626  
 512/492-6232

**KEYED NOTES**

THESE NOTES APPLY TO THIS SHEET ONLY

- 1 COORDINATE FINAL RECEPTACLE LOCATIONS WITH MILLWORK PRIOR TO ROUGH-IN.
- 2 ROUGH-IN JUNCTION BOX AND STUB 3/4" CONDUIT THRU WALL TO ABOVE CEILING FOR FUTURE CCTV CAMERA LOCATION. MOUNT 12'-0" A.F.F. VERIFY WITH CCTV CONTRACTOR IF AVAILABLE FOR FINAL LOCATION AND MOUNTING HEIGHT PRIOR TO ROUGH-IN. PROVIDE BLANK WP PLATE AND PULL STRING.
- 3 GFI RECEPTACLE FOR POWER BEHIND WASH FOUNTAIN OR EWC. COORDINATE FINAL ROUGH-IN LOCATION.
- 4 PROVIDE PLYWOOD ON ALL WALLS IN THE ROOM AND 12" GROUND BAR WITH #4 TO BUILDING STEEL. CONFIRM FINAL ROOM CONFIGURATION WITH TECHNOLOGY CONTRACTOR PRIOR TO ROUGH-IN.
- 5 AUDIO ROOM 1: PROVIDE 30AMP/1" POLE TWIST LOCK RECEPTABLES FOR EACH CIRCUIT LISTED. PROVIDE CONDUITS TO AUDIO ROOM 2, IDF ROOM, AND EXISTING ARENA AS SHOWN. CONFIRM FINAL LAYOUT OF ITEMS IN ROOM WITH TECHNOLOGY CONTRACTOR. PROVIDE 6" GROUND BAR WITH #4 WIRE TO BUILDING STEEL.

**KITCHEN ELECTRICAL NOTES**

- A ELECTRICIAN TO COORDINATE ALL ROUGH-IN, CONNECTION REQUIREMENTS AND ADDITIONAL ELECTRICAL REQUIREMENTS WITH KITCHEN CONSULTANT DRAWINGS AND KITCHEN EQUIPMENT SUPPLIER.
- B KITCHEN HOOD: THE ELECTRICIAN SHALL PROVIDE ALL NECESSARY HARDWARE, WIRING AND MAKE ALL CONNECTIONS FOR KITCHEN HOOD LIGHTS, FAN, FAN INTERLOCKS, SHUNT CONNECTIONS, INTERLOCKS ETC.
- C COOLER/FREEZER: ELECTRICIAN TO COORDINATE AND PROVIDE ALL ELECTRICAL AND CONNECTION REQUIREMENTS WITH KITCHEN EQUIPMENT SUPPLIER. LIGHTING, DOOR JAMB HEATER, FAN, HEAT TRACE, DRAIN HEATER, CONDENSER SECTIONS, BLOWER COILS FOR AUTO DEFROST, TIME CLOCK, ETC.
- D THE KITCHEN EQUIPMENT SUPPLIER IS TO PROVIDE CORD AND PLUG SET TO THE ELECTRICIAN. THE ELECTRICIAN SHALL INSTALL CORD AND PLUG AND PROPER RECEPTACLE TO MATCH. FOR LARGE PIECES WHEN THIS ISN'T PROVIDED THE ELECTRICIAN IT TO PROVIDE NEC DISCONNECTING MEANS RECEPTACLE OR DISCONNECT PER OWNER REQUIREMENTS. (3PH-208V GEAR)
- E ALL 120 VOLT RECEPTABLES IN KITCHEN TO BE GFCI PER NEC 210.8.(B).(2). GFCI BREAKERS ARE TO SERVE CIRCUITS TO EQUIPMENT WHERE GFCI RECEPTABLES ARE NOT ACCESSIBLE TO RESET
- F COORDINATE LOCATION OF GFI RECEPTACLE SO THEY ARE ACCESSIBLE TO BE RESET.
- G PROVIDE DATA OUTLET UNDER EACH CASH REGISTER. COORDINATE FINAL LOCATION WITH KITCHEN PLANS.
- H ELECTRICIAN TO INTERLOCK TABLE LIMIT SWITCH WITH DISH WASHER PER MANUFACTURERS REQUIREMENTS.

**COORDINATE ALL ROUGH-IN, CONNECTION REQUIREMENTS AND ADDITIONAL ELECTRICAL REQUIREMENTS WITH KITCHEN CONSULTANT DRAWINGS.**

**PROVIDE SHUNT TRIP PROTECTION FOR ALL EQUIPMENT UNDER EXHAUST HOODS.**

**ALL 120 VOLT RECEPTABLES IN KITCHEN TO BE GFCI TYPE PER 210.8.(B).(2).**

**REFER TO FOOD SERVICES DRAWINGS FOR ROUGH-IN REQUIREMENTS AND EQUIPMENT INFORMATION.**

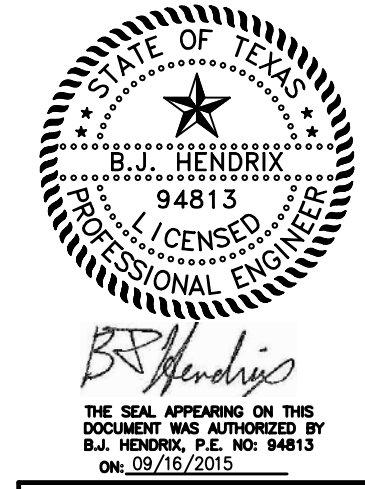
**WILLIAMSON COUNTY EXPO CENTER**  
 210 CARLOS PARKER BOULEVARD  
 TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 16, 2015

**REVISIONS**

NO.	DATE	DESCRIPTION

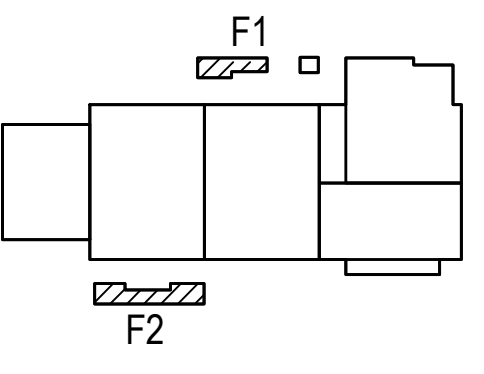
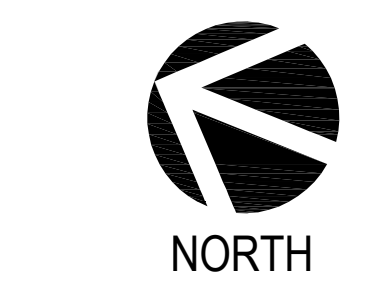
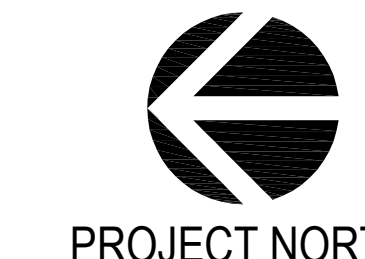


REFERENCE GENERAL NOTES ON SHEETS M1-1, P1-1 AND E1-1 FOR ADDITIONAL INFORMATION



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HCE job no.: 15-011



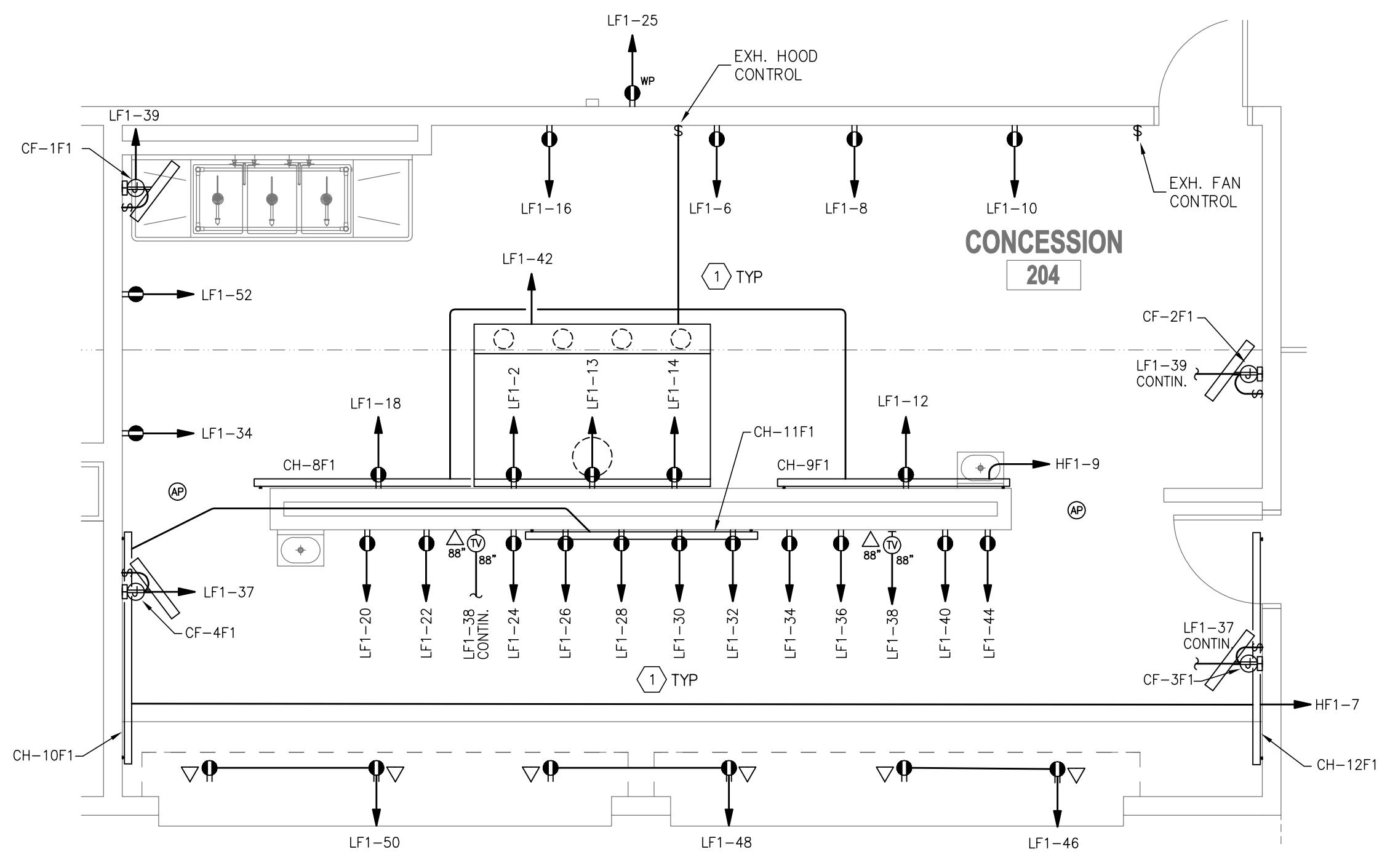
PROJECT NO: 14.3903 ISSUED BY: POPULOUS®

ISSUED DATE:

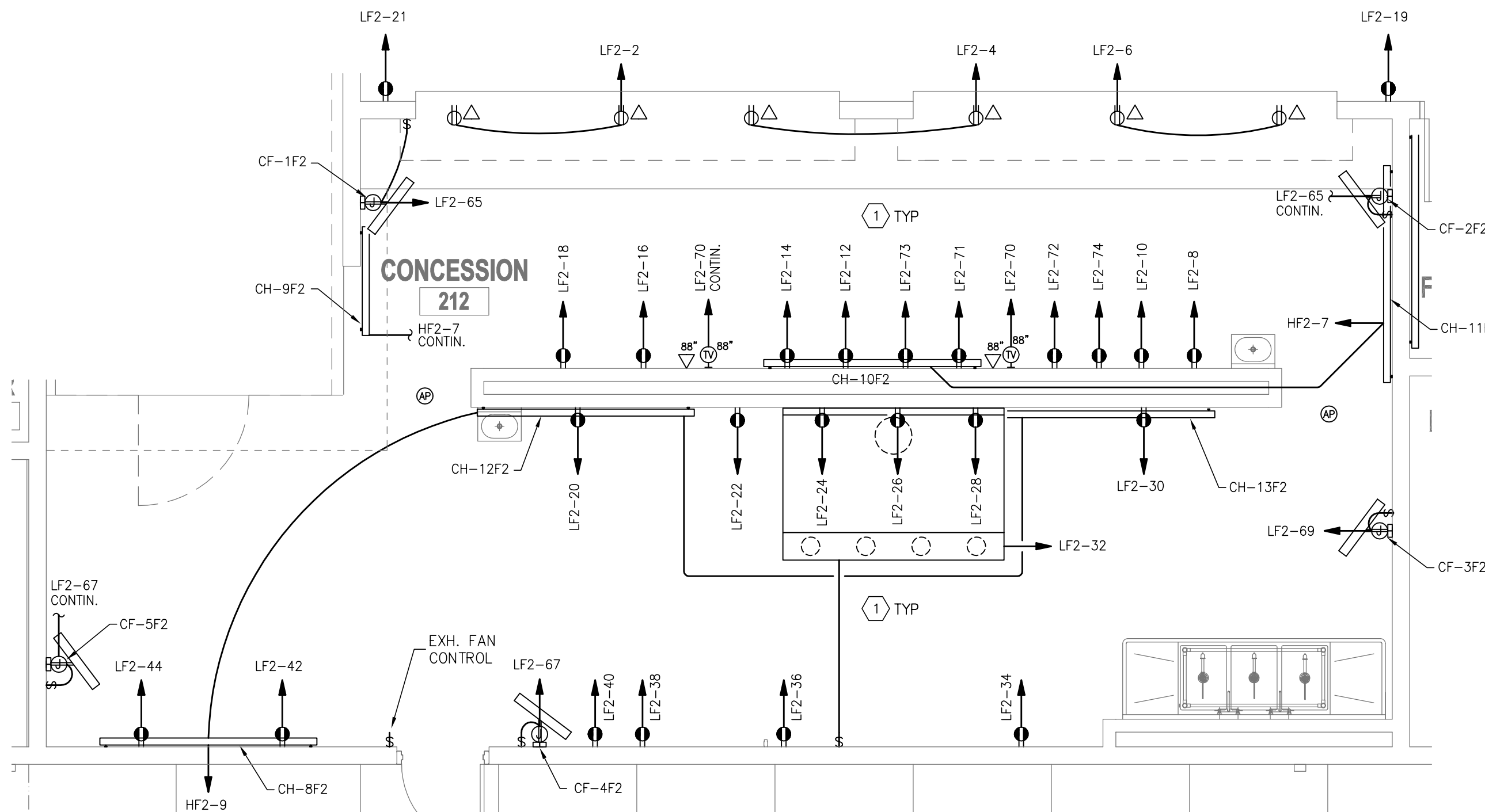
SHEET TITLE: **FLOOR PLAN - AREA F & G - POWER**

DISCIPLINE - CATEGORY - SUB CATEGORY - SHEET

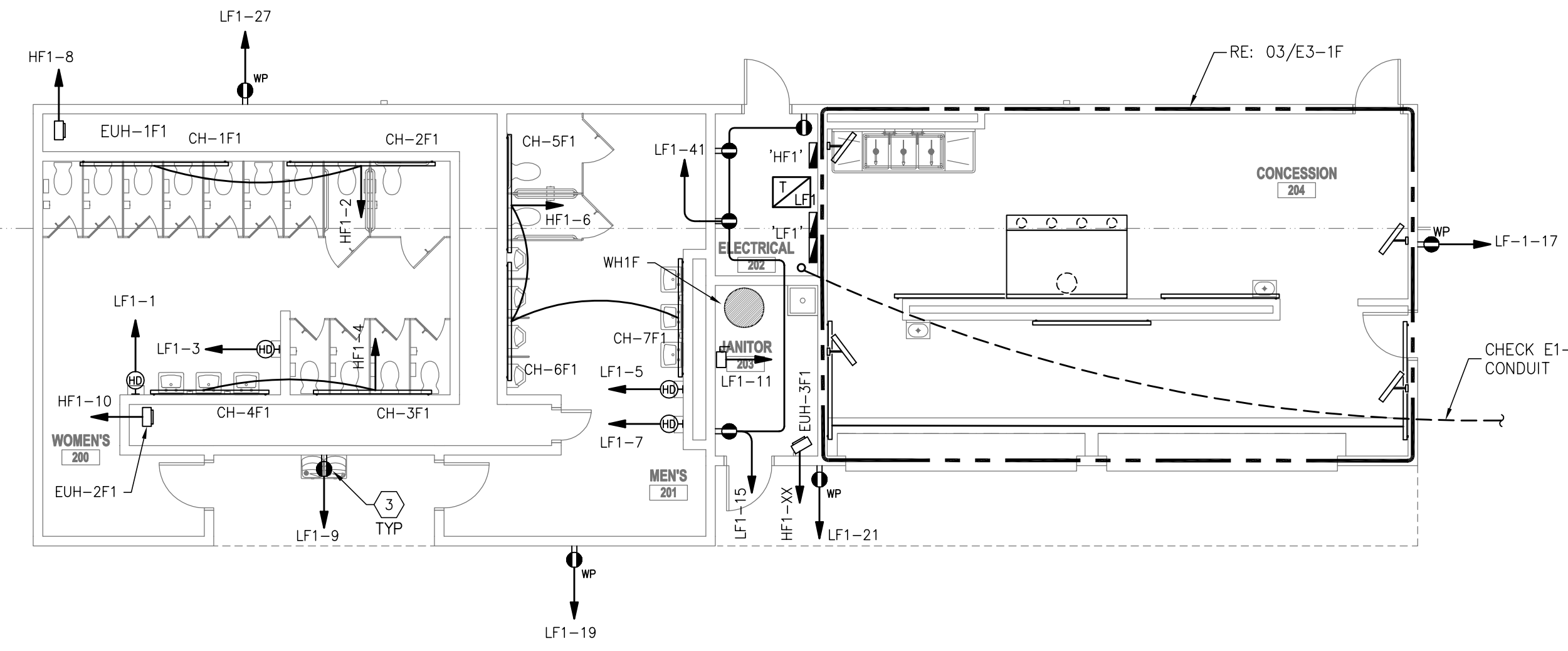
**E3-1F**



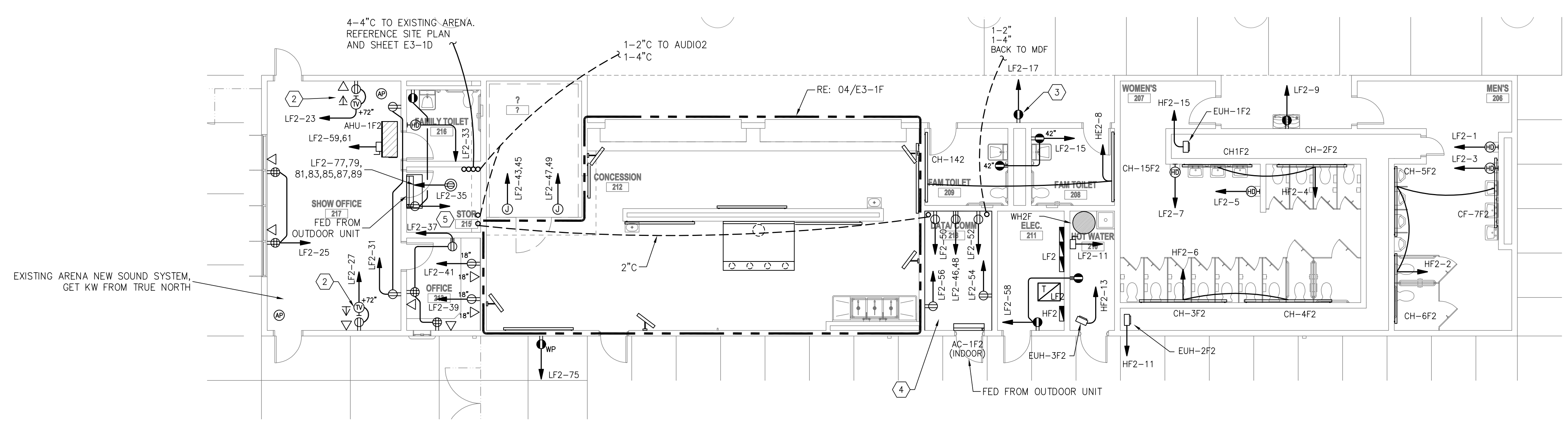
**03 ENLARGED CONCESSION 204 - AREA F1 - POWER**  
SCALE: 1/4" = 1'-0"



**04 ENLARGED CONCESSION 212 - AREA F2 - POWER**  
SCALE: 1/4" = 1'-0"



**02 FLOOR PLAN - AREA F1 - POWER**  
SCALE: 1/8" = 1'-0"



**01 FLOOR PLAN - AREA F2 - POWER**  
SCALE: 1/8" = 1'-0"

## PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

<b>Name of Respondent:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Respondent:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>

### **Cooperative Purchasing Program**

**Check one of the following options below.** A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

**\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.\***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared  (Name of Signer), who after being by me duly sworn, did depose and say: "I, , (Name of Signer) am a duly authorized officer of/agent for  (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said  (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named   
on this the  day of , 20.

Notary Public in and for

The State of

The County of

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDS SYNC ELECTRONICALLY.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>Form CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p style="text-align: center;"><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	<div style="border: 1px solid gray; width: 15px; height: 15px; margin: 0 auto; text-align: center;">5</div> <div style="border: 1px solid gray; width: 15px; height: 15px; margin: 0 auto; text-align: center;">6</div>
4	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	<div style="border: 1px solid gray; width: 15px; height: 15px; margin: 0 auto; text-align: center;">5</div> <div style="border: 1px solid gray; width: 15px; height: 15px; margin: 0 auto; text-align: center;">6</div>

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p style="text-align: center;"><b>Name of local government officer with whom filer has affiliation or business relationship.</b> (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
<b>Signature not required if completing in BIDSYNC electronically.</b>		

# Proposal References

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

## **Reference 1**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## **Reference 2**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

## **Reference 3**

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

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## Question and Answers for Bid #1710-198 - Concessions for Expo Center

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 10/31/2017

Advertisement Approval IFB 1710 199 Horse Stalls For Expo Center

**Submitted For:** Randy Barker

**Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Horse Stalls for Expo Center under IFB # 1710-199.

**Background**

Williamson County is seeking qualified companies to provide horse stall/tent rental to include delivery, set-up, tear-down and pick-up. These services will be provided to the Williamson County Exposition Center located at 210 Carlos G Parker Blvd. NW, Taylor, TX 76574. The Williamson County Exposition Center contains a 15,000-square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, and 1 all masonry concession facility on the west side of the covered arena.

**Fiscal Impact**

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

Bid Packet

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 10/26/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

10/26/2017 09:24 AM  
10/26/2017 10:23 AM  
Started On: 10/24/2017 01:53 PM

## **Solicitation 1710-199**

### **Horse Stalls for Expo Center**

### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1710-199 Horse Stalls for Expo Center

**Bid Number** 1710-199  
**Bid Title** Horse Stalls for Expo Center  
  
**Bid Start Date** In Held  
**Bid End Date** Nov 22, 2017 3:30:00 PM CST  
**Question & Answer End Date** Nov 17, 2017 5:00:00 PM CST  
  
**Bid Contact** Blake Skiles  
Purchasing Specialist III  
512-943-1478  
blake.skiles@wilco.org  
  
**Contract Duration** 2 years  
**Contract Renewal** 3 annual renewals  
**Prices Good for** 1 year

**Bid Comments** **Williamson County is seeking qualified companies to provide horse stall / tent rental to include delivery, set-up, tear-down and pick-up. These services will be provided to the Williamson County Exposition Center located at 210 Carlos G Parker Blvd. Nw Taylor, TX 76574. The Williamson County Exposition Center contains a 15,000-square foot exposition hall, 15,000 square foot outdoor covered exposition hall, 200' x 300' covered arena, over 800 parking spaces, restrooms, 1 all masonry concession facilities on the west side of the covered arena.**

### Item Response Form

**Item** 1710-199-01-01 - Please Attach All Documents To This Line

**Quantity** 1 each

Prices are not requested for this item.

**Delivery Location** Williamson County, Texas

No Location Specified

Qty 1

**Description**

Please Attach All Documents To This Line



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1710-199 Horse Stalls for Expo Center**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Nov 22, 2017 3:30:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:  
Nov 22, 2017 3:30:00 PM CST**

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](http://www.bidsync.com).

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via: [www.bidsync.com](http://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](http://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](http://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 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](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](http://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 be 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 CONSIDERATION 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<sup>th</sup>) 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, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this 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 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, nor 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 the 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 the 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 (31<sup>st</sup>) 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 (1<sup>st</sup>) 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 (21<sup>st</sup>) 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](mailto: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.

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## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

This bid will be awarded to the lowest responsive bidder. Bids must be submitted using the bid form attached which also outlines the scope of this solicitation.

#### **1.2 Technical Contact**

Clint Chitsey (or successor), General Manager – Expo Center, Williamson County 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 twenty-four (24) months, beginning December 1, 2017 and ending November 30, 2019.

#### **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 thirty-six (36) months, with the terms and conditions remaining the same unless if requested by the successful bidder and approved by 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

## Additional Stipulations - Bid

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 sixty (60) 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.

## Additional Stipulations - Bid

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

Additional Stipulations - Bid

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.

**Scope Description**

**Total Cost**

25 Stalls Delivery, Set-up, Tear Down & Pick-up

30 Stalls & Tent Delivery, Set-up, Tear-down & Pick-up

60 Stalls & Tent Delivery, Set-up, Tear-down & Pick-up

**If stalls stay onsite from one event date to another which would not require additional delivery, set-up, tear-down and pick-up.**

25 Stalls

30 Stalls & Tent

60 Stalls & Tent

## BID AFFIDAVIT

**This form must be completed, signed, notarized and returned with Bid package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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."

<b>Name of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Address of Bidder:</b>	<input style="width: 100%;" type="text"/>
<b>Email:</b>	<input style="width: 100%;" type="text"/>
<b>Telephone:</b>	<input style="width: 100%;" type="text"/>
<b>Printed Name of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>
<b>Signature of Person Submitting Affidavit:</b>	<input style="width: 100%;" type="text"/>

### **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.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

---

**\*If no box is checked, the 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 BIDS SYNC ELECTRONICALLY.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>Form CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p><b>OFFICE USE ONLY</b></p> <p>Date Received</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div>
1	<p><b>Name of person doing business with local governmental entity.</b></p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	
2	<p><b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p><input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	
4	<p><b>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.</b></p> <div style="border: 1px solid black; width: 100%; height: 60px; margin-top: 10px;"></div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p style="text-align: center;"><b>Name of local government officer with whom filer has affiliation or business relationship.</b> (Complete this section only if the answer to A, B, or C is YES.)</p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	Signature of person doing business with the governmental entity	Date
<b>Signature not required if completing in BIDSYNC electronically.</b>		

# 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:

	5
	6

## Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

**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 #1710-199 - Horse Stalls for Expo Center

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 10/31/2017

Awarding RFQ 1702-146 A/E Services Juvenile Justice Center Expansion

**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 RFQ # 1702-146, for A/E Services for Juvenile Justice Center Expansion to the best qualifying firm, BLGY Inc., and authorizing execution of the professional services agreement.

**Background**

Purchasing solicited qualifications for A/E Services for the Juvenile Justice Center Expansion Project. Six (6) qualifications were received and evaluated by the evaluation committee. From the original six (6) qualifications, four (4) respondents were selected for interviews. After interviews were held the evaluation committee evaluated the four (4) respondents and selected BLGY as the most qualified firm. The fees associated with this contract are outlined in the contract with an additional not to exceed amount on additional services in the amount of \$20,106.00.

**Fiscal Impact**

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

**Attachments**

[Contract](#)

[Evaluation Sheet](#)

[Interview Score Sheet](#)

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 10/26/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

10/26/2017 10:02 AM  
10/26/2017 10:23 AM  
Started On: 10/26/2017 08:39 AM

# **AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES**

**THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES** ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **BLGY, Inc.**, a Texas corporation, hereinafter "A/E".

## **RECITALS**

The County intends to expand the Williamson County Juvenile Justice Center and add 48 (forty-eight) secure bedrooms and associated recreational, classroom and administrative spaces (additional items may be included), hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

**NOW, THEREFORE**, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## **SECTION I SCOPE OF AGREEMENT**

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

## **SECTION II CHARACTER AND BASIC SCOPE OF SERVICES**

**A.** In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

**B.** A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

**C.** County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this

particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

**D.** A/E shall perform the following scope of services, which collectively shall be referred to herein as the "Basic Scope of Services":

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the Project:
  - a. National Environmental Policy Act (NEPA);
  - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
  - c. Americans with Disabilities Act (ADA) Regulations;
  - d. International Building Code, current edition as updated
  - e. National Electrical Code, latest edition;
  - f. Williamson County Design Criteria & Project Development Manual, latest edition; and
  - g. All other local, state and federal documents, codes and regulations to which the Project must comply.
3. As part of the Basic Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.
4. The professional architectural and engineering services for the Project will be separated into two contractual phases, which are as follows:  
  
PHASE I - Programming Review and Schematic Design  
PHASE II - Design Development, Construction Documents, Bidding, and Construction Administration.

Contract Negotiations for Phase II services will only be undertaken if the Project's Schematic Design and Budget for such services and construction of the Project is approved by the Williamson County Commissioners Court. County reserves the right to solicit proposals for the Phase II services from other professional service firms as it believes it is in the best interest of the County. Following completion and acceptance of the Phase I services and in the event County chooses not to solicit proposals from other professional service firms but rather chooses to proceed with contracting with A/E for the Phase II services, County and A/E will negotiate a fee for such Phase II services and set forth same along with the scope of services for Phase II services in a written amendment or supplement to this Agreement.

The detailed Basic Scope of Services for Phase I of the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

### **SECTION III ADDITIONAL SERVICES AND CHARGES**

For the performance of the services not specifically described as Basic Scope of Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **Twenty Thousand One Hundred Six and No/100 Dollars (\$20,106.00)**.

### **SECTION IV TIME FOR PERFORMANCE**

**A. Time for Performance.** A/E agrees to complete the services called for in **Exhibit "A"**, of this Agreement within **ninety (90) calendar days** from the date of the first program or stakeholder's meeting.

### **SECTION V SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT**

**A. Submittal Process.** A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Basic Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The

completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.

3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

**B. Revision to A/E Work Product.** A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**C. Days.** All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

## SECTION VI COMPENSATION AND EXPENSES

**A. Compensation.** For and in consideration of the Basic Scope of Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a firm fixed fee of **One Hundred Seventy Nine Thousand Eight Hundred Ninety Four and No/100 Dollars (\$179,894.00)**, hereinafter called the "Basic Fee", plus the amount payable under

Section III (Additional Services and Charges). The Basic Fee amount set forth above includes all amounts of reimbursable expenses that may be invoiced by A/E.

**B. Expenses.** Engineer shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Agreement 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. As noted herein above, all reimbursable expenses have been included in the total amount of the Basic Fee.

## **SECTION VII TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT**

**A. Time of Payment.** During the performance of the Basic Scope of Services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the statements within ten (10) days of the receipt and approve them with such modifications, if any, as it deems appropriate. The County shall then pay each statement within thirty (30) days after the Williamson County Auditor's receipt of an approved statement; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

**B. Interest and Late Payments.** County'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 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 an error appears in an invoice/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E 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.

**C. Right to Audit.** A/E agrees to maintain, for a period of seven (7) years, detailed records identifying each individual performing the 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, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

## **SECTION VIII SUSPENSION AND TERMINATION**

**A. Suspension.** County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

**B. Termination.** County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on

account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

**SECTION IX  
NOTICE AND PROJECT TEAM**

**A. Notice.** Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E:                   BLGY, Inc.  
                                  Attn: Mark Daniel Brown, Vice President  
                                  2204 Forbes Drive, suite 101  
                                  Austin, Texas 78754  
                                  Phone: (512)977.0390  
                                  Email: mbrown@blgy.com Attention:

To the County:             Williamson County Judge  
                                  Dan A. Gattis (or successor)  
                                  710 Main Street, Suite 101  
                                  Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

**B. Project Team.**

County's Designated Representative for purposes of this Agreement is as follows:

Dale Butler  
Williamson County Facilities Director  
3101 S. E. Inner Loop  
Georgetown, Texas 78626  
Phone: (512) 943-1609  
Email: [dbutler@wilco.org](mailto:dbutler@wilco.org)

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E 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 Agreement, 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 Agreement. County's Designated Representative **shall not** have any authority to modify, amend and execute this Agreement on behalf of unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Mark Daniel Brown, Vice President  
2204 Forbes Drive, suite 101  
Austin, Texas 78754  
Phone: (512)977.0390  
Email: mbrown@blgy.com

A/E shall not change the A/E's Designated Representative without the written consent of County. With respect to any action, decision or determination which is to be taken or made by A/E under this Agreement, the A/E'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 A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute this Agreement on behalf of A/E.

A/E's project team shall be comprised of the same team that appeared on behalf of A/E during the Request for Qualifications interview process. Any change to the A/E's project team must be approved by County.

## SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Two Hundred Thousand Dollars (\$200,000.00)** specifically allocated to fully discharge any and all liabilities, including the Basic Fee of **\$179,894.00** and the budgeted amount of **\$20,106.00** for Additional Services fees, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

**SECTION XI  
SUCCESSORS AND ASSIGNS**

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XII  
INSURANCE REQUIREMENTS**

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

**SECTION XIII  
PUBLIC CONTACT**

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

**SECTION XIV  
COMPLIANCE AND STANDARDS**

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

**SECTION XV  
OWNERSHIP OF DOCUMENTS, COPYRIGHT**

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

**SECTION XVI  
INDEMNIFICATION**

**EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE A/E HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF THE A/E IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:**

**FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF THE A/E. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.**

**FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E IN THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), THE**

COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, THE A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS 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 THE A/E IS NOT LEGALLY LIABLE, THE A/E'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'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 ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E IN ANY SUCH PROCEEDINGS. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS INVOLVING THE ALLEGATIONS AGAINST THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E.

## **SECTION XVII MODIFICATIONS**

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## **SECTION XVIII AUTHORITY OF COUNTY JUDGE**

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

**SECTION XIX  
MERGER**

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**SECTION XX  
SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**SECTION XXI  
VENUE AND GOVERNING LAW**

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, 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.

**SECTION XXII  
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.

**SECTION XXIII  
NO THIRD PARTY BENEFICIARIES**

This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**SECTION XXIV  
CONSTRUCTION**

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

**SECTION XXV  
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.

**SECTION XXVI  
NO WAIVER OF IMMUNITIES**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents 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.

**SECTION XXVII  
NO WAIVER**

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

**SECTION XXVIII  
EXHIBITS**

In addition to the Exhibits referenced herein above, the parties agree that the Agreement Exhibits shall include the following, which are incorporated herein by reference:

**Exhibit "E": Williamson County Vendor Reimbursement Policy**

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

**SECTION XXIX  
EXECUTION**

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement ("Effective Date").

**WILLIAMSON COUNTY:**

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

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

A/E:

**BLGY, Inc.**

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

Printed Name: Mark Daniel Brown

Title: Architect/Vice-President

Date Signed: October 25, 2017

## **EXHIBIT "A"**

### **BASIC SCOPE OF SERVICES**

THE FOLLOWING BASIC SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS BASIC SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE BASIC SCOPE OF SERVICES AND WILL BE CONTROLLING.

At the request of the County, THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Basic Scope of Services, based on standard architectural and engineering practices:

#### **PHASE I- Programming Review and Schematic Design**

##### **A. PROGRAMMING:**

1. A/E will assess current and projected needs of the Williamson County Juvenile Justice Center. This assessment will include space needs, functional relationship and priorities for the Project, based on the Juvenile Justice Center Planning spreadsheet provided by the Owner, dated 7/13/17. . Space needs are defined as the room requirements, size and function.
2. A/E will lead the meetings and organize information between the team members assigned to the Project.
3. A/E will review and conduct visits to the Project site and include all pertinent information gathered as part of the dialogue and final analysis.
4. A/E will provide professional services that will take the information as determined and provide the Williamson County Commissioners Court with a cost estimate to develop, at a minimum, an additional 48 (forty-eight) secure bedrooms and associated recreational, classroom and administrative spaces and future courtroom and associated support space for the facility that will meet current and projected county needs.

##### **B. SCHEMATIC DESIGN:**

1. A/E will lead meeting(s) with the staff to confirm the Program requirements previously established by the county study. The firm will then ascertain and/or verify the accuracy of

the current needs for the facility. The meetings are expected to involve intense study/review processes with all individuals/groups assigned to the Project.

2. A/E will develop Schematic Design Documents comprised of block mass schematic layouts and possibly multiple conceptual options and alternatives based on the programming study, user group meetings and budget. A/E shall prepare drawings and other documents which depict several alternative concepts which satisfy program, schedule and budget requirements, and will make a recommendation to the County as to the most appropriate alternative and/or a ranking of alternatives.
3. A/E will evaluate conceptual options and alternatives relative to original anticipated requirements and funding.
4. A/E will provide site analysis, program and design.
5. The deliverables for the programming work shall include block mass schematic layouts and cost estimates for the Juvenile Justice Center's 2030 and 2050 needs, as determined by the master plan.
5. A/E may be requested to provide presentations to County Staff, County Commissioners Court, Juvenile Justice Staff, and the public to provide an appropriate summary of the Project.

## **Exhibit "B"**

### **Hourly Rates**

#### **BLGY Architecture**

Benny Hawkins, President/CEO	\$224.40
Mark Brown, Vice-President	\$184.03
Sita Lakshmi, Vice-President	\$177.92
Ian Molony, Project Manager	\$167.26
Brody Harris, Project Designer	\$168.64
Project Designer	\$117.25
CAD-BIM Manager	\$108.33
Clerical II	\$107.53
Clerical I	\$ 76.44

#### **Michael J. McMillen, AIA**

Mike McMillen	\$150.00
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Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.



## Exhibit "D"

### Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. 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. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the A/E's insurance must be declared and approved in writing by County in advance.

A/E shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. A/E shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement 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 A/E hereunder.

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. A/E shall furnish County with a certification of coverage issued by the insurer. A/E 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) 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 A/E, that no provision of this 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 under this Agreement and/or Exhibits 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 Agreement.

**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.

**EVALUATION - Juvenile Justice Center Expansion Architectural/Engineering Services**  
**RFQ 1702-146**  
**May 3, 2017**

Mandatory Criteria	Maximum Score Points	Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted )	HRO Architects	BLGY Architecture	Burns Architecture	KGA Architecture	PGAL	Treanor Architects
Attended mandatory pre-bid	N/A	N/A	X	X	X	X	X	X
Organizational chart with all firms to be used/individuals within each firm which will perform tasks and identify the tasks	N/A	N/A	X	X	X	X	X	X
Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.	N/A	N/A	X	X	X	X	X	X
Examples of similar projects designed by the staff proposed not by the firm.	N/A	N/A	X	X	X	X	X	X
Architect's proposed staff experience/qualifications - Experience/Qualifications with similar facility components - Experience in Central Texas or similar conditions.	<b>30</b>	30 = Significantly exceeds requirements 20 = Exceeds requirements 10 = Meets all requirements 5 = Marginally meets requirements 1 = Does not meet requirements	10	10	5	10	10	10
Structural Experience/Qualifications - Experience/Qualifications with similar facility components - Experience in Central Texas or similar conditions	<b>15</b>	15 = Significantly exceeds requirements 12 = Exceeds requirements 9 = Meets all requirements 6 = Marginally meets requirements 1 = Does not meet requirements	9	9	9	9	9	9
HVAC and Electrical Experience - Experience/Qualifications with similar facility components - Experience in Central Texas	<b>15</b>	15 = Significantly exceeds requirements 12 = Exceeds requirements 9 = Meets all requirements 6 = Marginally meets requirements 1 = Does not meet requirements	12	12	12	12	12	6
Project Manager Experience/Qualifications (The project manager is the individual that will be at all meetings with the County staff and is in daily responsible charge of the project). - Experience/Qualifications with similar facility components - Experience in Central Texas or similar conditions.	<b>15</b>	15 = Significantly exceeded requirements 12 = Exceeded requirements 9 = Met all requirements or 9 = No Past Experience 6 = Marginally met requirements 1 = Did not meet requirements	9	12	9	9	12	12
<b>TOTAL</b>	<b>75</b>	<b>TOTAL</b>	<b>40</b>	<b>43</b>	<b>35</b>	<b>40</b>	<b>43</b>	<b>37</b>

Voting Member  
.. ..

Signature

Interview - Juvenile Justice Center Expansion Architectural/Engineering Services  
RFQ 1702-146  
June 12, 2017

Mandatory Criteria	Maximum Score Points	HRO Architects	BLGY Architecture	KGA Architecture	PGAL
Architect's (staff assigned to project) experience with projects of similar scope	25	10	15	10	15
Architect's Project Teams current work load and availability for project	15	5	15	15	15
Architect's (staff assigned to project) history/background with government projects and programming	15	5	15	10	15
MEP engineer (in house or sub) ability to design an economical to install and maintain HVAC system	15	15	15	15	15
Structural engineer's experience	15	10	15	15	15
Understanding of Project	15	10	15	10	10
<b>TOTAL</b>	<b>100</b>	<b>55</b>	<b>90</b>	<b>75</b>	<b>85</b>

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 10/31/2017

Economic Development

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

**Information**

**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site
- f) Texas State Gold Depository
- g) Project New World
- h) Coop District Development
- i) Project Amazon
- j) Project Valero

**Background**

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM

Started On: 10/26/2017 09:04 AM

**Commissioners Court - Regular Session**

**35.**

**Meeting Date:** 10/31/2017

Executive Session

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**Information**

**Agenda Item**

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

**A. Real Estate Owned by Third Parties**

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for right-of-way for N. Mays St. Extension
- b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- c) Discuss the acquisition of real property for CR 176 at RM 2243
- d) Discuss the acquisition of real property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: CR 101
- f) Discuss the acquisition of real property: CR 111
- g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
- h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
- i) Discuss the acquisition of real property for County Facilities.
- j) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
- k) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
- l) Discuss the acquisition of a drainage easement for CR 108.
- m) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
- n) Discuss the acquisition of real property for CR 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 acquisition of Real Estate for Tower Site.

**B. Property or Real Estate owned by Williamson County**

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of 183 A excess right of way
- c) Discuss proposed sale of real estate of Blue Springs Blvd
- d) Discuss transfer of right of way for Westinghouse Rd. to the City of Georgetown.
- e) Discuss wastewater easements in Berry Springs Park
- f) Discuss Development Agreement with Ashby Capital Investments, LLC
- g) Discuss sale of County property on Ronald Reagan Blvd.
- h) Discuss abandonment of County property on CR 123.
- i) Discuss possible sale or exchange of property at 350 Exchange Boulevard, Hutto, Texas
- j) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- k) Discuss possible sale/disposition of a portion of CR 117.
- l) Discuss possible sale or exchange of property to LCRA.

- m) Discuss sale of property adjacent to Blue Springs Boulevard, Georgetown, Texas.
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2017

**Reviewed By**

Wendy Coco

**Date**

10/26/2017 10:23 AM

Started On: 10/26/2017 09:03 AM