

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**NOVEMBER 7TH, 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 – 19 )

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

**Fiscal Impact**

| From/To | Acct No.         | Description             | Amount |
|---------|------------------|-------------------------|--------|
| From    | 0100-0509-004510 | Facility Maint & Repair | 800    |
| To      | 0100-0509-003005 | Office Furniture        | 800    |

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

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount     |
|---------|------------------|---------------------------|------------|
| From    | 0100.0475.004902 | Co Atty Leg Supp          | \$5,000.00 |
| To      | 0100.0475.004232 | Training, Conf., Seminars | \$5,000.00 |

7. Discuss and consider approving a line item transfer for Juvenile Services.

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount      |
|---------|------------------|------------------------------|-------------|
| From    | 0100-0560-001105 | SO/Salary LE                 | \$71,762.34 |
| From    | 0100-0560-002010 | SO/FICA                      | \$5,645.87  |
| From    | 0100-0560-002020 | SO/Retirement                | \$10,288.03 |
| To      | 0100-0576-001105 | Juvenile Services/Salary LE  | \$71,762.34 |
| To      | 0100-0576-002010 | Juvenile Services/FICA       | \$5,645.87  |
| To      | 0100-0576-002020 | Juvenile Services/Retirement | \$10,288.03 |

8. Discuss and consider approving a line item transfer for Sheriff's Office.

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount      |
|---------|------------------|------------------------------|-------------|
| From    | 0100-0576-001105 | Juvenile Services/Salary LE  | \$53,320.54 |
| From    | 0100-0576-002010 | Juvenile Services/FICA       | \$4,079.02  |
| From    | 0100-0576-002020 | Juvenile Services/Retirement | \$7,432.88  |
| To      | 0100-0560-001105 | SO/Salary LE                 | \$53,320.54 |
| To      | 0100-0560-002010 | SO/FICA                      | \$4,079.02  |
| To      | 0100-0560-002020 | SO/Retirement                | \$7,432.88  |

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

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount     |
|---------|------------------|--------------------|------------|
| From    | 0200-0210-003597 | Roadway Rehab      | \$3,000.00 |
| To      | 0200-0210-004419 | Property Insurance | \$3,000.00 |

10. Discuss, consider and take appropriate action on a line item transfer for Elections Office.

**Fiscal Impact**

| From/To | Acct No.         | Description       | Amount  |
|---------|------------------|-------------------|---------|
| From    | 0100-0492-004251 | Election Supplies | 1500.00 |
| To      | 0100-0492-004610 | Rent              | 1500.00 |

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

**Fiscal Impact**

| From/To | Acct No.         | Description         | Amount    |
|---------|------------------|---------------------|-----------|
| From    | 0100.0510.003001 | Small equipment     | \$1264.65 |
| From    | 0100.0510.004542 | Grounds Maintenance | \$421.55  |
| To      | 0100.0510.004414 | Vehicle Insurance   | \$1686.20 |

12. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (10) Chairs, (1) Podium, (2) Lamps, (1) Desk, (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) 2017 Taurus Police Interceptor (see attached lists) pursuant to Tx. Local Gov't code 263.152.
15. Consider and take action on approving Judge John B. McMaster's bond.
16. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreements regarding off-duty contracting of County Sheriff Deputies with:
  - a. Celebration Church (Traffic control and security during various church services)
  - b. Westside Church of Christ (Visual presence at church located at 3300 FM1431 in Round Rock)
17. Discuss, consider and take any appropriate action regarding approval of formal License & Use Agreement to allow the Georgetown Palace Theatre access and use of public parking at the Williamson County Criminal Justice Facility Parking Garage as deemed in the public interest of county residents.
18. Discuss, consider, and take appropriate action on approval of the revised plat for the Star Ranch Sec 4 Block A subdivision - Pct 4
19. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 4B subdivision - Pct 3

## **REGULAR AGENDA**

20. Discuss, consider and take appropriate action to recognize Julie Lahr, Community Health Provide with the Mobile Outreach Team as the national recipient of 2017 "First Responder Caring Award".
21. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
22. Discuss, consider and take appropriate action on approving line item transfer for 2006 Certificates of Obligation from 2006 CO Non-Departmental (P147) of \$4,219.19 and Reporting Courthouse (P402) of \$131,697.69 to Georgetown Annex Building (P325).
23. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of \$47,221.90 for CR 258, a Road Bond project in Commissioner Pct. 2. Project: P256. Funding Source: Road Bonds.
24. 10:00 AM – Hold Public Hearing 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 establish 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.

25. Discuss, consider and take appropriate action on setting 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 establish 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 allocating the 1,075 votes allotted to Williamson County for Williamson Central Appraisal District Board of Directors.
27. Discuss, consider and take appropriate action on approving the position classification and salary for the new District Attorney's Office position number 1796, that was approved during the FY 2018 budget process.
28. Discuss, consider, and take appropriate action on approving agreement for Planned Maintenance for County Facilities/Generators with Clifford Power Systems, Inc., for the term commencing upon Commissioners Court approval through 30 September 2018 for the not-to-exceed amount of \$44,031.47, pursuant to TIPS Cooperative contract 1042816.
29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Shavings for Expo Center under IFB # 1711-201.
30. Discuss, consider and take appropriate action on authorizing the purchase of 18 Police Interceptors with Caldwell Country Chevrolet, pursuant to Buyboard contract # 521-16, for the amount of \$919,242.00 to support the operations of the Williamson County Sheriff's Office.
31. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Emergency Medical Services (EMS).

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount       |
|---------|------------------|--------------------|--------------|
|         | 0100.0540.004712 | Joint Facility Use | \$120,000.00 |

32. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to add a budget line item for Vehicle Insurance Deductible for Mobile Outreach Team.

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount  |
|---------|------------------|------------------------------|---------|
| To:     | 0100-0341-004415 | Vehicle Insurance Deductible | 1000.00 |

**EXECUTIVE SESSION**

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074***

***(Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

33. 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
34. 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.

- 35.** 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 United 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.)
  - t) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
  - u) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
- 36.** 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).
- 37.** 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)

38. Discuss and take appropriate action concerning economic development.
39. Discuss and take appropriate action on real estate.
40. 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 United 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.)
  - t) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
  - u) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
41. 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.
42. Comments from Commissioners.

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:** 11/07/2017

Line Item Transfer

**Submitted By:** Gina Wrehsnig, Infrastructure

**Department:** Infrastructure

**Division:** Building Maintenance

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Need funds for additional seat cushions for the Courthouse.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>      | <b>Amount</b> |
|----------------|------------------|-------------------------|---------------|
| From           | 0100-0509-004510 | Facility Maint & Repair | 800           |
| To             | 0100-0509-003005 | Office Furniture        | 800           |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Facilities Maintenance (Originator)  
Budget Office  
Form Started By: Gina Wrehsnig  
Final Approval Date: 10/31/2017

**Reviewed By**

Wendy Coco  
Gina Wrehsnig  
Ashlie Koenig

**Date**

10/31/2017 02:58 PM  
10/31/2017 03:00 PM  
10/31/2017 03:23 PM  
Started On: 10/31/2017 11:07 AM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 11/07/2017

Line Item Transfer

**Submitted For:** D. Hobbs

**Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

**Fiscal Impact**

| From/To | Acct No.         | Description               | Amount     |
|---------|------------------|---------------------------|------------|
| From    | 0100.0475.004902 | Co Atty Leg Supp          | \$5,000.00 |
| To      | 0100.0475.004232 | Training, Conf., Seminars | \$5,000.00 |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Budget Office  
 Form Started By: Stephanie Lloyd  
 Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco  
 Ashlie Koenig

**Date**

11/02/2017 08:28 AM  
 11/02/2017 08:48 AM  
 Started On: 11/01/2017 04:04 PM

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 11/07/2017

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss and consider approving a line item transfer for Juvenile Services.

**Background**

Moving funding based on approval of item #27 on the 10/31/17 Agenda to transfer PCN 1260 from the Sheriff's office to Juvenile Services.

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount      |
|---------|------------------|------------------------------|-------------|
| From    | 0100-0560-001105 | SO/Salary LE                 | \$71,762.34 |
| From    | 0100-0560-002010 | SO/FICA                      | \$5,645.87  |
| From    | 0100-0560-002020 | SO/Retirement                | \$10,288.03 |
| To      | 0100-0576-001105 | Juvenile Services/Salary LE  | \$71,762.34 |
| To      | 0100-0576-002010 | Juvenile Services/FICA       | \$5,645.87  |
| To      | 0100-0576-002020 | Juvenile Services/Retirement | \$10,288.03 |

**Attachments**

No file(s) attached.

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Ashlie Koenig  
Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM  
Started On: 11/02/2017 08:59 AM

**Commissioners Court - Regular Session**

**8.**

**Meeting Date:** 11/07/2017

Line Item Transfer

**Submitted By:** Ashlie Koenig, Budget Office

**Department:** Budget Office

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss and consider approving a line item transfer for Sheriff's Office.

**Background**

Moving funding based on approval of item #28 on the 10/31/17 Agenda to transfer PCN 1061 from Juvenile Services to Sheriff's Office.

**Fiscal Impact**

| From/To | Acct No.         | Description                  | Amount      |
|---------|------------------|------------------------------|-------------|
| From    | 0100-0576-001105 | Juvenile Services/Salary LE  | \$53,320.54 |
| From    | 0100-0576-002010 | Juvenile Services/FICA       | \$4,079.02  |
| From    | 0100-0576-002020 | Juvenile Services/Retirement | \$7,432.88  |
| To      | 0100-0560-001105 | SO/Salary LE                 | \$53,320.54 |
| To      | 0100-0560-002010 | SO/FICA                      | \$4,079.02  |
| To      | 0100-0560-002020 | SO/Retirement                | \$7,432.88  |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Ashlie Koenig  
Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM  
Started On: 11/02/2017 09:17 AM

**Commissioners Court - Regular Session**

9.

**Meeting Date:** 11/07/2017

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

**Submitted For:** Terron Evertson

**Submitted By:** Daribel Texidor, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

This transfer is at the request of the Auditor's Office for annual costs associated property insurance.

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**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b> | <b>Amount</b> |
|----------------|------------------|--------------------|---------------|
| From           | 0200-0210-003597 | Roadway Rehab      | \$3,000.00    |
| To             | 0200-0210-004419 | Property Insurance | \$3,000.00    |

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Daribel Texidor

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

11/02/2017 09:39 AM

11/02/2017 09:55 AM

Started On: 11/02/2017 09:14 AM

**Commissioners Court - Regular Session**

10.

**Meeting Date:** 11/07/2017

Line item transfer for elections

**Submitted For:** Chris Davis

**Submitted By:** Jenifer Favreau, Elections

**Department:** Elections

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

Shortfall of funds for rental fees for election polling locations.

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**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b> | <b>Amount</b> |
|----------------|------------------|--------------------|---------------|
| From           | 0100-0492-004251 | Election Supplies  | 1500.00       |
| To             | 0100-0492-004610 | Rent               | 1500.00       |

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 11/03/2017

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

11/02/2017 11:22 AM

11/03/2017 09:55 AM

Started On: 11/02/2017 11:06 AM

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 11/07/2017

Line item transfer for Parks Department

**Submitted For:** Randy Bell

**Submitted By:** Randy Bell, Parks

**Department:** Parks

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

Transfer necessary for FY 18 vehicle insurance.

**Fiscal Impact**

| From/To | Acct No.         | Description         | Amount    |
|---------|------------------|---------------------|-----------|
| From    | 0100.0510.003001 | Small equipment     | \$1264.65 |
| From    | 0100.0510.004542 | Grounds Maintenance | \$421.55  |
| To      | 0100.0510.004414 | Vehicle Insurance   | \$1686.20 |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Randy Bell

Final Approval Date: 11/03/2017

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

11/02/2017 11:51 AM

11/03/2017 09:55 AM

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

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 11/07/2017

Compensation Items

**Submitted For:** Tara Raymore

**Submitted By:** Kristy Sutton, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

**Fiscal Impact**

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

**Attachments**

Comp Item

LIT Merit 2nd Cycle

**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kristy Sutton

Final Approval Date: 11/02/2017

**Reviewed By**

Tara Raymore

Wendy Coco

**Date**

11/02/2017 10:59 AM

11/02/2017 11:44 AM

Started On: 11/02/2017 10:35 AM

| Department       | PCN  | EE ID  | Budget Amount | *Requested Amount | Change Amount | % Change | Reason for Change  | Earliest Oracle Effective Date |
|------------------|------|--------|---------------|-------------------|---------------|----------|--|--------------------------------|
| Sheriff's Office | 1241 | Vacant | \$41,811.70   | \$34,798.72       | -\$7,012.98   | -16.77%  | Decrease vacant position salary  | 11/3/2017                      |
| Sheriff's Office | 1228 | Vacant | \$44,987.02   | \$52,000.00       | \$7,012.98    | 15.59%   | Increase vacant position salary from PCN 1241 to accommodate internal transfer | 11/3/2017                      |
| Corrections      | 0553 | Vacant | \$45,452.94   | \$38,897.31       | -\$6,555.63   | -14.42%  | Decrease vacant position salary  | 11/3/2017                      |
| Corrections      | 0536 | Vacant | \$47,521.50   | \$40,872.25       | -\$6,649.25   | -13.99%  | Decrease vacant position salary  | 11/3/2017                      |
| Corrections      | 0619 | Vacant | \$47,627.06   | \$60,831.94       | \$13,204.88   | 27.73%   | Increase vacant position salary from PCN 0553 & 0536 to accommodate tenure     | 11/3/2017                      |

\*Amount may vary slightly due to Oracle rounding

|        |      |      |        | (TO)     | (FROM)   |
|--------|------|------|--------|----------|----------|
| entity | fund | dept | object | dr       | cr       |
| 01     | 0100 | 0214 | 001100 | 1045.70  |          |
| 01     | 0100 | 0214 | 001130 |          | 1045.70  |
| 01     | 0100 | 0551 | 001100 | 1591.82  |          |
| 01     | 0100 | 0551 | 001130 |          | 1591.82  |
| 01     | 0100 | 0400 | 001100 | 1567.02  |          |
| 01     | 0100 | 8001 | 001130 |          | 1567.02  |
| 01     | 0100 | 0497 | 001100 | 2916.42  |          |
| 01     | 0100 | 0497 | 001130 |          | 2916.42  |
| 01     | 0882 | 0882 | 001100 | 20519.88 |          |
| 01     | 0882 | 0882 | 001130 |          | 20519.88 |
| 01     | 0100 | 0576 | 001100 | 5427.45  |          |
| 01     | 0100 | 0576 | 001130 |          | 5427.45  |
| 01     | 0100 | 0503 | 001100 | 407.75   |          |
| 01     | 0100 | 0503 | 001130 |          | 407.75   |
|        |      |      |        | 33068.29 | 33068.29 |

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 11/07/2017

Asset Auction 11/01/2017

**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 (10) Chairs, (1) Podium, (2) Lamps, (1) Desk, (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**Background**

**Fiscal Impact**

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

**Attachments**

[Asset Auction 1](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM

Started On: 11/02/2017 08:52 AM

# Williamson County Asset Status Change Form

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

TRANSFER bet ween county departments  
 SALE at the earliest auction \*  
 TRADE-IN for new assets of similar type for the county

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


**Asset List:**

| Quantity | Description<br>(year, make, model, etc.)                | Manufacturer ID#<br>(serial, service tag, or VIN) | County Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|---|---|-------------|---|
| 1        | Blk desk chair  |   |             | Non-Working                                   |
| 7        | Blk (faux leather peeling) misc. desk/conf. room chairs |   |             | Working                                       |
| 1        | faux wood podium  |   |             | Non-Working                                   |
| 1        | desk lamp   |   |             | Working                                       |
| 1        | floor lamp  |   |             | Working                                       |

**Parties involved:**

**FROM** (Transferor Department): URS

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

Print Name: Terron Evertson  
 Signature:   
 Date: \_\_\_\_\_

**Contact Person:**  
 Print Name: Lydia Linden  
 Phone Number: 512-943-3330

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

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

Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RECEIVED**  
**Contact Person:**  
 Print Name: \_\_\_\_\_  
 Date: OCT 24 2017  
 Phone Number: \_\_\_\_\_  
**AUDITOR'S OFFICE**  
**WILLIAMSON COUNTY, TEXAS**

\* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate thls (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 Commisloner'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<br>(year, make, model, etc.) | Manufacturer ID#<br>(serial, service tag, or VIN) | County Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|--|---|-------------|---|
| 1        | Misc. chair orange & chrome              |   |             | Working                                       |
| 1        | Misc hair chrome and brown cloth         |   |             | Working                                       |
|          |  |   |             |   |
|          |  |   |             |   |

**Parties involved:**

**FROM** (Transferor Department): URS

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

**Contact Person:**

Terron Evertson  
 Print Name  
Terron Evertson  
 Signature

Lydia Linden  
 Print Name  
512-943-3330  
 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**

Print Name  
 Signature

Print Name **OCT 24 2017**  
 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<br>(year, make, model, etc.)                   | Manufacturer ID#<br>(serial, service tag, or VIN) | County Tag# | Condition of Assets<br>(Working, Non-Working) |
|----------|--|---|-------------|---|
| 1        | office desk with attached right return, credenza and hutch | unknown   | NA          | Non-Working                                   |
|          |  |   |             |   |
|          |  |   |             |   |
|          |  |   |             |   |
|          |  |   |             |   |

**Parties involved:**

**FROM** (Transferor Department): 425th District Court office

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

Judge Betsy Lambeth  
 \_\_\_\_\_  
 Print Name  
  
 \_\_\_\_\_  
 Signature

**Contact Person:**

Marlys Tidrick  
 \_\_\_\_\_  
 Print Name  
 512-943-33  
 \_\_\_\_\_  
 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.)

Tony Hill  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Signature

**Contact Person:**

Tony Hill  
 \_\_\_\_\_  
 Print Name  
 +1 (512) 943-3314  
 \_\_\_\_\_  
 Date Phone Number

RECEIVED

OCT 24 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 \_\_\_\_\_

**Commissioners Court - Regular Session**

14.

**Meeting Date:** 11/07/2017

Asset Transfer 11/07/2017

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

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

**Background**

**Fiscal Impact**

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

**Attachments**

Asset Transfer 1

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM

Started On: 11/02/2017 09:26 AM

## Vehicle Status Change

|  |  |
|--|--|
| Reason for Status Change   | TRANSFER (complete Receiving Department section) |
| Department   | 560 - Sheriffs Office                            |
| County VIN/Serial Number   | 1FAHP2MK9HG108941                                |
| Equipment/Door Number  | SA1773   |
| License Plate  | JPX8969  |
| Year   | 2017   |
| Make   | FORD   |
| Model  | TAURUS - POLICE INTERCEPTOR                      |
| Elected Official/Department Head/Authorized Staff Digital Signature  | ✔ Hoby Smith 9/21/2017 4:55 PM                   |
| Department Transfer  |  |
| Receiving Department   | 570 - Jail                                       |
| Receiving Department Signature   | ✔ Chris Watts 9/26/2017 4:11 PM                  |
| Budget Office Signature Acknowledgement  | ✔ Ashlie Koenig 10/17/2017 8:17 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 9:16 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 10/27/2017 1:51 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 10/27/2017 4:22 PM              |
| To be completed by Purchasing Department   |  |
| Purchasing Department Signature Acknowledgement  | ✔ Jayme Jasso 11/2/2017 9:19 AM                  |
| Receiving Department   | 570 - Jail                                       |

Human Resources

Created by Williamson County Technology Services

**Commissioners Court - Regular Session**

15.

**Meeting Date:** 11/07/2017

Bond Approval

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

**Department:** County Court At Law #4

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Consider and take action on approving Judge John B. McMaster's bond.

**Background**

This is a bond renewal for the 2018-19 year

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**Fiscal Impact**

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

**Attachments**

bond

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Sharrion Threadgill

Final Approval Date: 10/30/2017

**Reviewed By**

Wendy Coco

**Date**

10/30/2017 01:00 PM

Started On: 10/30/2017 11:07 AM

Bond No. 90 LE 9010 4



OFFICIAL BOND AND OATH  
STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, JOHN B MCMASTER of \_\_\_\_\_  
*Principal*

1409 VINE ST GEORGETOWN TX 78626  
*Street Address City State zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto WILLIAMSON COUNTY

in the penal sum of FIVE THOUSAND AND NO/100 Dollars

(\$ 5,000.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 6TH day of OCTOBER, 2017.

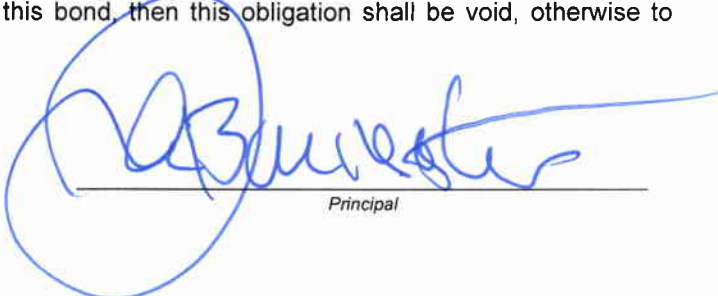
THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of JUDGE

\_\_\_\_\_ for a term of ONE YEAR

\_\_\_\_\_ beginning on JANUARY 3, 2018 and

ending on JANUARY 3, 2019.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

  
\_\_\_\_\_  
*Principal*

STATE FARM FIRE AND CASUALTY COMPANY

By:   
\_\_\_\_\_  
*Attorney-in-fact*



The within bond and the Surety thereon are hereby approved this \_\_\_\_\_ day of \_\_\_\_\_.

OATH OF OFFICE

STATE OF Texas

SS

COUNTY OF Williamson

John B. McMaster

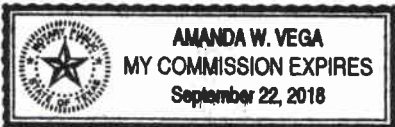
Principal (print name)

being

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the duties of the office/position to which he/she has been appointed while he/she shall hold said office.

[Signature]  
Signature of Principal  
Sworn to by said John B. McMaster  
Principal (print name)



before me, and subscribed in my presence this

30 day of October A.D. 2017

[Signature]  
Notary Public

Commission Date

Notary Seal

# Power of Attorney

## STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Eugina Brant, Amanda J. Clifton, Pamela Chancellor, Julie Fehrman, Kim Filter, Mark Fink, Julie Freed, Matthew J. Gibbons, Jay W. Hendren, John R. Horton, Jeanette Hughes, Jerry Jacek, Susan K. Johnson, Connie S. Knox, Leann Lemmel, Christine Macdonnell, Lori McDowell, Thomas P. Miller, Melissa L. Morris, Vicki Redman, Suzanne M. Robertson, Alice Schuler, Heidi Simmons, Heidi Stevens, Steven M. Straub, Perry Tracy, Kathy J. Walker, Karen Weber, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 5<sup>th</sup> day of September, 2017, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 5<sup>th</sup> day of September, 2017.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.



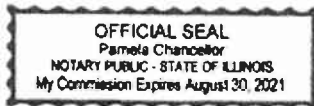
STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton

John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 5<sup>th</sup> day of September, 2017, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Pamela Chancellor  
Notary Public

My commission expires August 30, 2021

### CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 6TH day of OCTOBER, 2017



Susan K. Johnson  
Susan K. Johnson - Assistant Treasurer

**Commissioners Court - Regular Session**

16.

**Meeting Date:** 11/07/2017

Vehicle Reimbursement Agreements 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 Agreements regarding off-duty contracting of County Sheriff Deputies with:

- a. Celebration Church (Traffic control and security during various church services)
- b. Westside Church of Christ (Visual presence at church located at 3300 FM1431 in Round Rock)

**Background**

These agreements give permission for Celebration Church and Westside Church of Christ 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 |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

- Celebration Church
- Westside Church of Christ

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Starla Hall  
 Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 08:28 AM  
 Started On: 10/31/2017 02:47 PM

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 1st, 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: Celebration Church

Signature: 

Printed Name: Sheryle Knorre

Title: Executive Director

Date: October, 2017

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: 

Date: 10/31/17, 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

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 24, 2017, 20 17 and shall terminate on September 30, 20 18. 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: Westside Church of Christ

Signature: *John D. Keese*

Printed Name: John D. Keese

Title: Deacon: Safety & Security

Date: October 24, 2017

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: *RC*

Date: 10/30/17, 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**

17.

**Meeting Date:** 11/07/2017

License & Use Agreement for Georgetown Palace Theatre

**Submitted By:** Stanley Springerley, County Judge

**Department:** County Judge

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding approval of formal License & Use Agreement to allow the Georgetown Palace Theatre access and use of public parking at the Williamson County Criminal Justice Facility Parking Garage as deemed in the public interest of county residents.

**Background**

The Palace Theatre previously had a “proclamation” for use of the county’s public parking; however, the city permitting process requires a formal “agreement” (for them to construct a new facility). The only agreement the county can give them (without bidding) is a fully *revocable* “license agreement” (assuming there is a finding it is all in the “public interest”). Of course, Williamson County reserves a superior right to use the parking whenever it is deemed necessary for governmental operations.

**Fiscal Impact**

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

**Attachments**

[Use Agreement](#)

[Background Email](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Stanley Springerley

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 08:28 AM

Started On: 11/01/2017 11:55 AM

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**LICENSE & USE AGREEMENT**  
**(Williamson County Criminal Justice Facility Parking Garage)**

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This License & Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the Georgetown Palace Theatre, Inc., which is the party named as user on the execution page of this Agreement ("Agency").

**RECITALS**

**WHEREAS**, County owns and has the right to use the area or real property in the City of Georgetown, Williamson County, Texas, described as Williamson County Criminal Justice Facility Parking Garage, located at 4<sup>th</sup> and Rock St, Georgetown, Texas ("Exhibit A");

**WHEREAS**, Agency desires to use the area or real property described in Exhibit A for its own purposes;

**WHEREAS**, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

**WHEREAS**, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

**WHEREAS**, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the use of property to ensure they are used on an authorized public purpose;

**WHEREAS**, the Agency has agreed to accept the use on and subject to the terms herein set forth; and

**WHEREAS**, this License and Use Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## **AGREEMENT**

**NOW THEREFORE**, and in consideration of the following promises, covenants, and conditions, the County and Agency (the “Parties”) agree as follows:

1.        USE:

In exchange for the services offered by Agency for the benefit of local communities, including but not limited to: 1) educational and training services for local youth in performing arts; 2) historic preservation efforts through education and preserving the historic Palace Theatre building; 3) contribute to the economic viability of downtown Georgetown by drawing tourists and the local community to the downtown area; and 4) when available, provide a non-partisan venue to the community for meetings, lectures and performances, the County does hereby grant, subject to the terms and provisions hereof, to Agency permission to use the area specified in Exhibit A (the “Authorized Area”), for the use described in Exhibit A hereto, and no other purpose (the “Permitted Use”).

2.        CANCELLATION:

Agency’s cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License. Furthermore, in the event Agency fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, County shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

3.        PROOF OF NON-PROFIT STATUS: Agency has provided proof of status as a 501(c) non-profit corporate entity (“Exhibit B”).

4.        INTERRUPTION OR TERMINATION OF PERMITTED USE:

County shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of County, such act is necessary in the interests of public safety.

5.        ASSUMPTION OF RISK:

Agency, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Agency or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct. Agency assumes full responsibility for any property damage or injury which may occur to Agency, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct.

6. **INDEMNIFICATION:**

Agency shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and Agency agrees to indemnify, defend, and hold harmless County and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by Agency or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the Agency or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the Agency or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the Agency hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of Agency or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to Agency or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by Agency or its agents, contractors, employees, patrons,

**performers or guests as a result of the actions or omissions of any Indemnified Person.**

7. STATUTES/PERMITS:

Agency hereby acknowledges that County requires compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Property.

8. NON-DISCRIMINATION:

The Agency shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

9. LEGAL RECOURSE:

In the event the Agency violates any of the terms or conditions of this Agreement after notice and a reasonable opportunity to cure, County shall have, in addition to any other legal recourse, the right to terminate this and obtain possession of the entire Property, and to remove and exclude the Agency there from, with notice to the Agency.

10. COMPLIANCE WITH LAW:

Agency, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

11. NO SUBLETTING AND ASSIGNMENT:

Agency shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the County.

12. FORCE MAJEURE:

In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil

commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

13. CANCELLATION BY County:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the Agency is found to have provided false or misleading information to County, (b) if County finds that the use or proposed use will be detrimental to the health, safety or morals of County or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify County of cancellation of any date or dates covered by the Agreement, (e) if Agency defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to Agency's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by County or (h) upon thirty (30) days' written notice to Agency.

14. GOVERNING LAW, VENUE:

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.

15. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. 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.

17. INDEMNIFICATION BY COUNTY:

Agency acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Agency.

18. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Agency: Set forth below on Agency's execution herein below

County: Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main St.  
Georgetown, Texas 78626

19. COUNTY'S RIGHT TO AUDIT:

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

20. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE County HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON County COMMISSIONERS COURT.

21. RETURN OF AGREEMENT

Agency's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that Agency's intends to use of the Authorized Area, accompanied by proof of non-profit status in good standing and other conditions then due or this Agreement will be deemed null and void.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**AS ACCEPTED AND EXECUTED:**

**County:**

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

DATED \_\_\_\_\_, 20\_\_\_\_

**Agency:**

The Georgetown Palace Theatre, Inc.  
Company / Organization

Authorized Signer: \_\_\_\_\_

Printed Name: Arturo D. Rodriguez, Jr.

Representative Capacity: President

DATED Oct 31, 2017

Contact Person: EXECUTIVE DIRECTOR

Address: Georgetown Palace  
3103 Austin Ave  
Georgetown, TX 78626

Phone No.: 512-869-7169

## EXHIBIT A

### DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to Agency, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

**Date(s):** From - \_\_\_\_\_, 201\_\_

To – September 30, 2022 (5 year initial term)

**Hours:** 5:00 a.m. to 12:00 a.m.

**Permitted Use (Description of Use):** Temporary access and parking privileges from Williamson County for parking of 29 vehicles up to a maximum of 175 vehicles (primarily only during special events or during summer months) and during reasonable daytime and evening hours of usual operations.

**Authorized Area (Location):** Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas.

# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

|   |   |
|---|---|
| Name of purchaser, firm or agency<br><b>Georgetown Palace Theatre, Inc.</b> |   |
| Address (Street & number, P.O. Box or Route number)<br><b>PO Box 1516</b>   | Phone (Area code and number)<br><b>512-869-7469</b> |
| City, State, ZIP code<br><b>Georgetown, Texas 78627</b>                     |   |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser claims this exemption for the following reason:

**Georgetown Palace Theatre, Inc. is a 501 (c) (3) Not-for-Profit Organization**  
**Fed. Taxpayer ID #74-2589396**  
**State Taxpayer ID # 3-01142-809d-9**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

|             |           |       |      |
|-------------|-----------|-------|------|
| sign here ▶ | Purchaser | Title | Date |
|             |           |       |      |

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

**From:** [Michael Davis](#)  
**To:** [Stanley Springerley](#)  
**Subject:** FW: Project Number AE-2016-025: Reviewed Item Requires Attention  
**Date:** Tuesday, October 31, 2017 9:19:07 AM

---

So the city has approved the admin exception for the parking. I will bring by three signed copies of the agreement this afternoon.

Thanks,

Michael

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**From:** Art Rodriguez [mailto:[art@georgetownpalace.com](mailto:art@georgetownpalace.com)]  
**Sent:** Tuesday, October 31, 2017 7:56 AM  
**To:** Michael Davis <[michael\\_davis1@verizon.net](mailto:michael_davis1@verizon.net)>  
**Subject:** Fwd: Project Number AE-2016-025: Reviewed Item Requires Attention

Sent from my iPhone

Begin forwarded message:

**From:** [no-reply@mygovernmentonline.org](mailto:no-reply@mygovernmentonline.org)  
**Date:** October 30, 2017 at 3:11:55 PM CDT  
**To:** [art@georgetownpalace.com](mailto:art@georgetownpalace.com)  
**Subject:** Project Number AE-2016-025: Reviewed Item Requires Attention

**Notification from [MyPermitNow.org](http://MyPermitNow.org)**

To see the details of this message, log on to the customer portal at [MyPermitNow.org](http://MyPermitNow.org)

**Completed Requirement**

City of Georgetown Permitting has completed a Action Letter Sent to Applicant requirement for [Permit AE-2016-025](#) at Palace Theater, Smith Performance Center, 206 W. 2nd Rock Street Georgetown TX 78626 on 10/30/2017 3:11:51 PM.



The following comments were provided at the time the requirement was completed:

Good afternoon, The City of Georgetown has reviewed and approved an Administrative Exception for an Alternative Parking Plan (AE-2016-025 ) for the Palace Theater-Smith Performance Center. If you have any questions or concerns, please let me know. Sincerely, Nat Waggoner 512.930.3584

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 11/07/2017

Discuss consider and take appropriate action on approval of the revised plat for the Star Ranch Sec 4 Block A 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 revised plat for the Star Ranch Sec 4 Block A subdivision - Pct 4

**Background**

This is a revised plat of the Star Ranch Section 4 development. It consists of four commercial lots and no new public roads.

**Fiscal Impact**

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

**Attachments**

Star Ranch Sec 4 Replat

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 11/02/2017

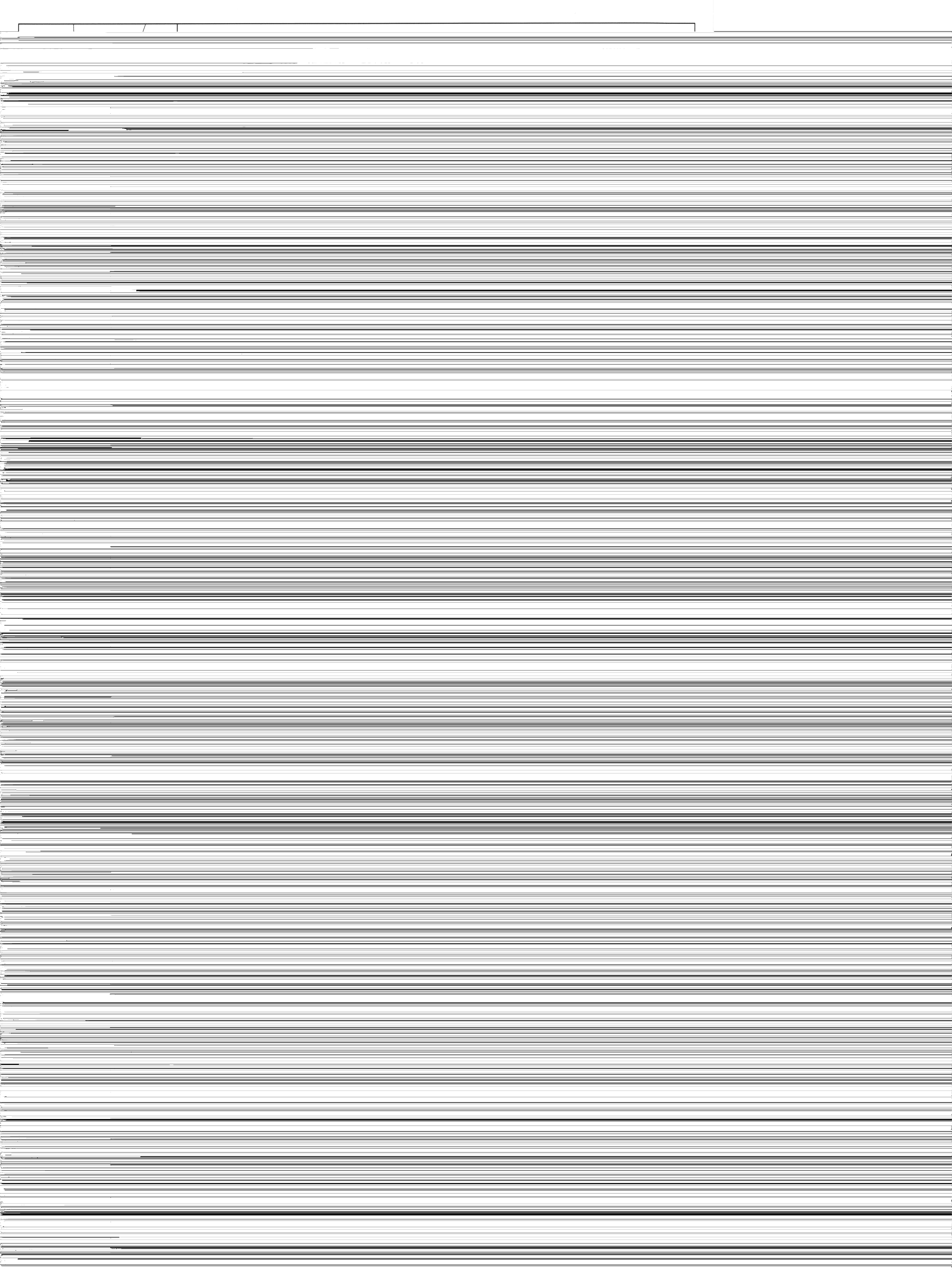
**Reviewed By**

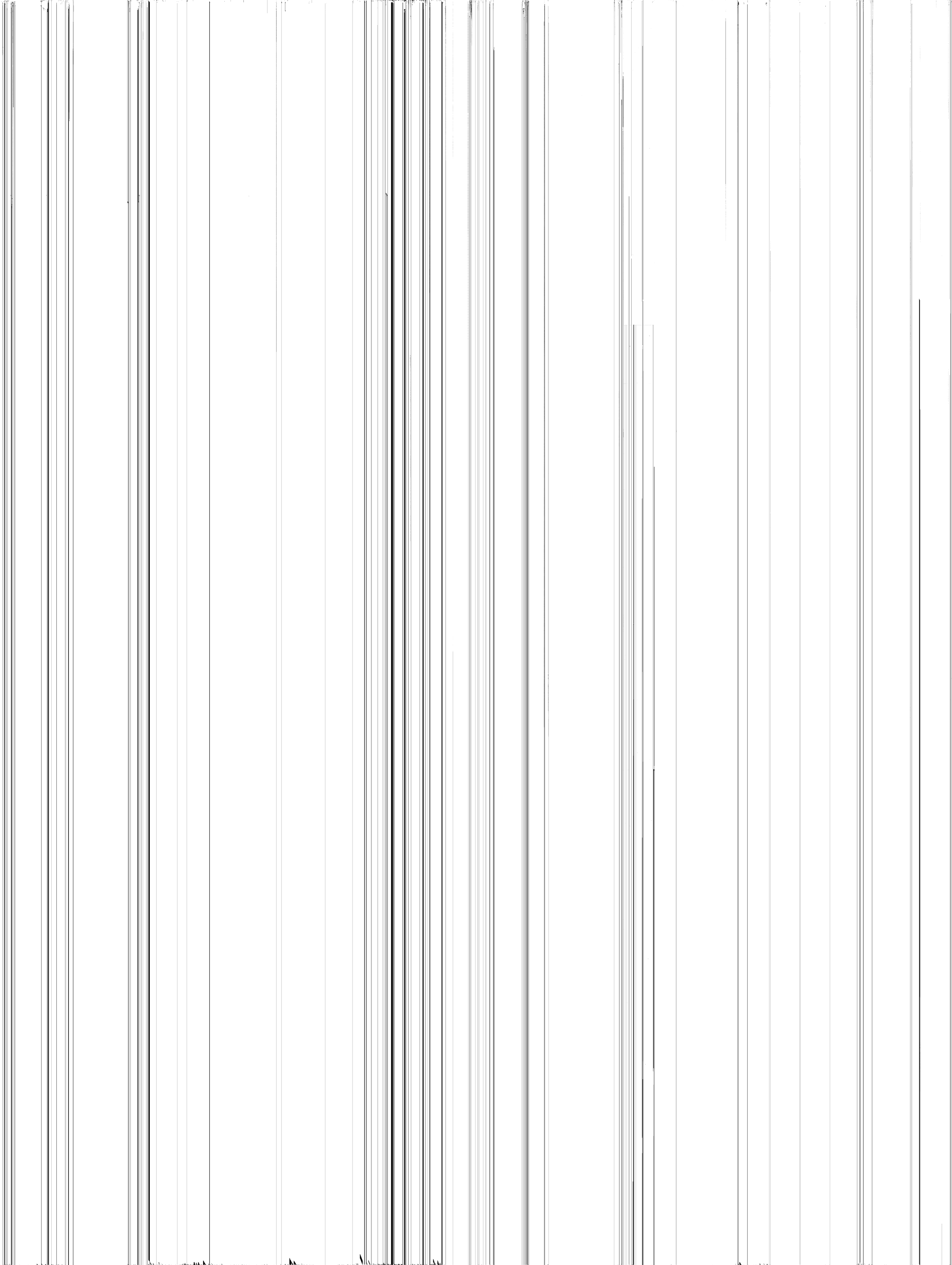
Wendy Coco

**Date**

11/02/2017 09:39 AM

Started On: 11/02/2017 09:31 AM





**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 11/07/2017

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Sec 4B subdivision - Pct 3

**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 final plat for the Highlands at Mayfield Ranch Sec 4B subdivision - Pct 3

**Background**

This is the next section of the Highlands at Mayfield Ranch development. It consists of 67 single family lots and 2,466 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$34,293 has been posted with the County to cover the cost of the remaining construction.

**Fiscal Impact**

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

**Attachments**

Highlands at Mayfield Ranch Sec 4B

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 11/02/2017

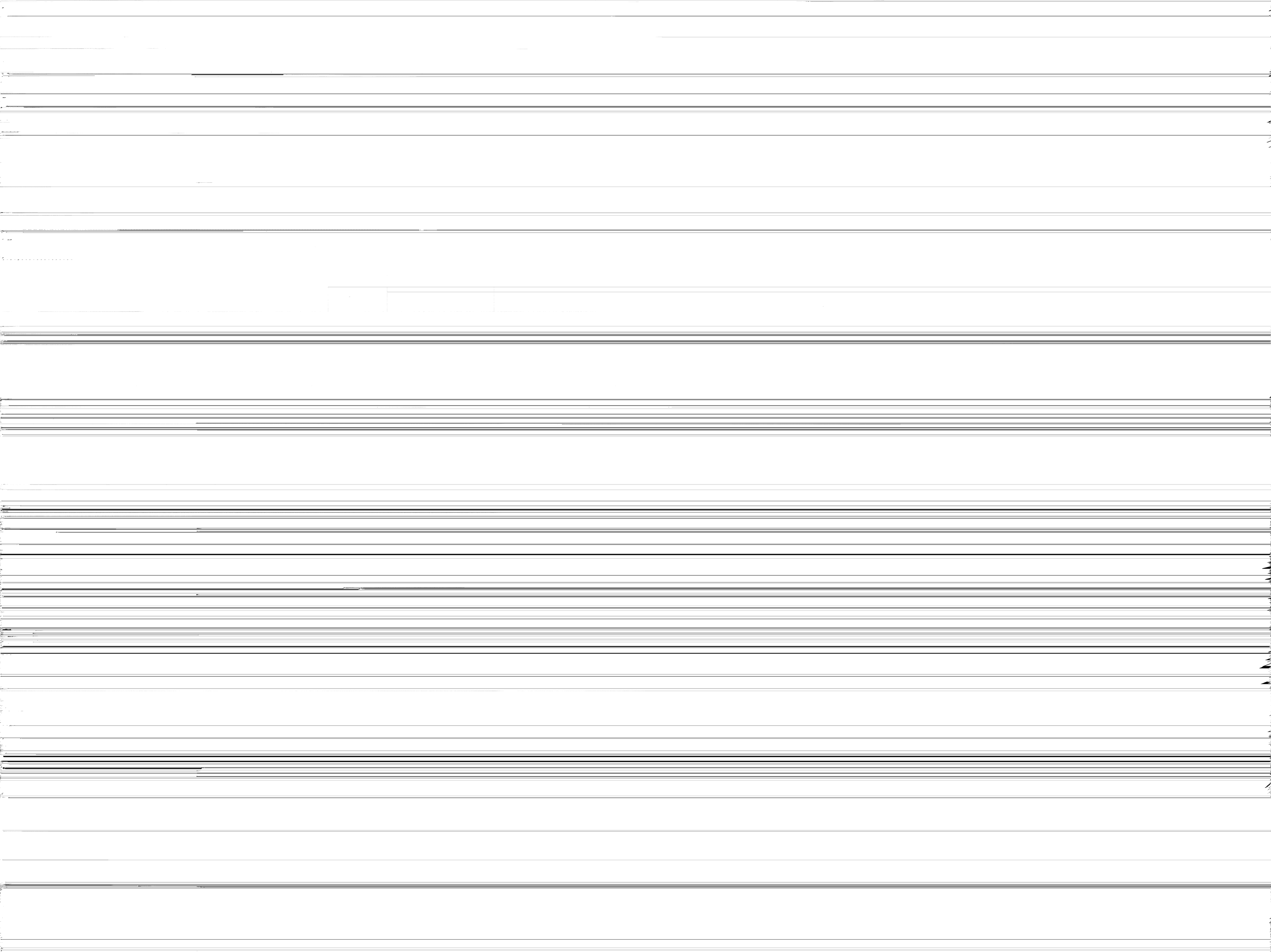
**Reviewed By**

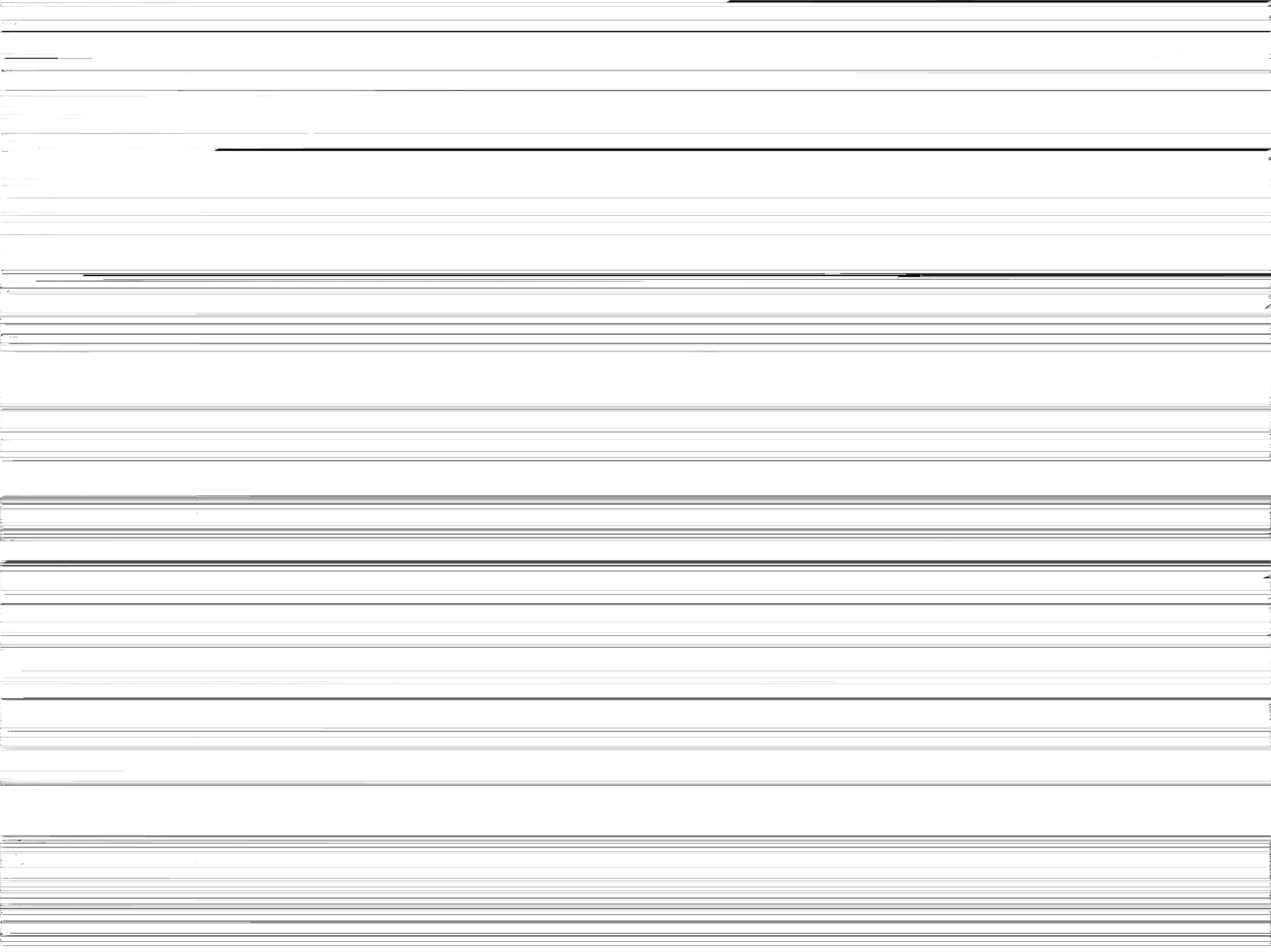
Wendy Coco

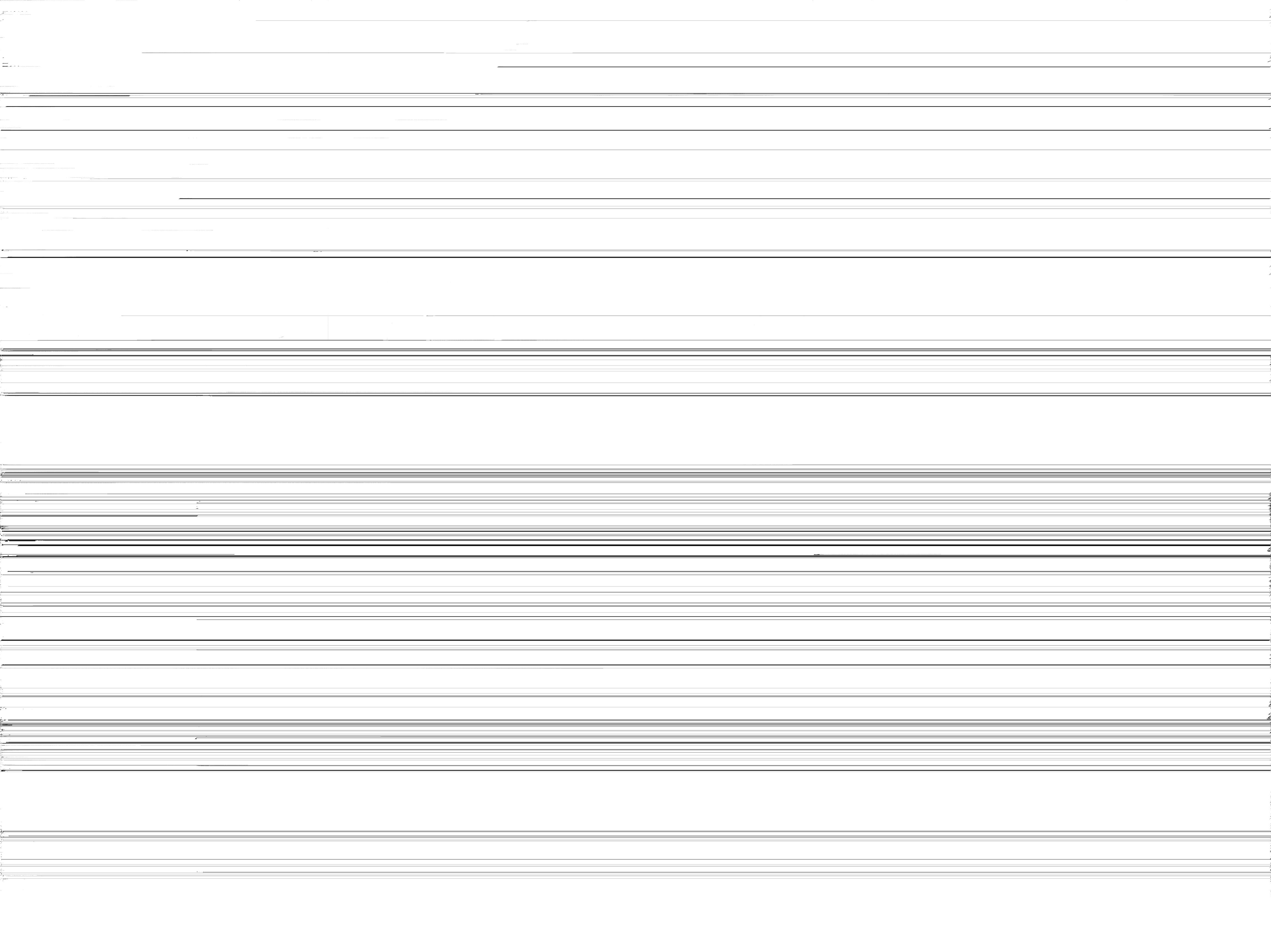
**Date**

11/02/2017 09:41 AM

Started On: 11/02/2017 09:38 AM







**Commissioners Court - Regular Session**

**20.**

**Meeting Date:** 11/07/2017

Recognize Julie Lahr as recipient of "First Responder Caring Award"

**Submitted For:** Annie Burwell

**Submitted By:** Jeanne Williby, Outreach

**Department:** Outreach

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to recognize Julie Lahr, Community Health Provide with the Mobile Outreach Team as the national recipient of 2017 "First Responder Caring Award".

**Background**

ORANGEBURG, N.Y. — [Dynarex](#), a leading medical products brand and provider of disposable medical products, is acknowledging its appreciation for and commitment to first responders through the 2017 “First Responder Caring Award.” Dynarex would like to recognize a first responder or department who in 2017, has demonstrated the essence of caring or compassion, which can include personnel in EMT, EMS, paramedic, police or fire. The company wants to hear from the first responder community with unique and newsworthy stories of heroism, exceptional community service, acts of compassion or demonstration of caring and commitment to others. A panel of independent judges from the first responder community including Sean Caffrey of National EMS Management Association, Gary Wingrove of The Paramedic Foundation and a representative of Lisbon-Mount Vernon Ambulance Service, as well as representatives from Dynarex, including CEO Zalman Tenenbaum and Clinical Advocate Janette Ostrander, will select four regional winners (West Coast, South, East Coast and Central States/Midwest) and one national grand prize winner. Dynarex will award \$5,000 in medical supplies to the national winner and \$1,000 in medical supplies to each of the four regional semi-finalists, which can be donated by the winner to their unit or to a worthy 501c3 nonprofit of their choice.

The submission should include background/history on the first responder and/or their EMS department and information on why the individual or unit/department should receive Dynarex’s “First Responder Caring Award.” Inclusion of photos, video or news clips is encouraged. Winners will be announced on October 18th, 2017 at the EMS World Expo Show at the Las Vegas Convention Center. Essay criteria and submission information can be found at [www.dynarex.com/firstresponderpromo.php](http://www.dynarex.com/firstresponderpromo.php).

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.  
Form Started By: Jeanne Williby  
Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 08:33 AM  
Started On: 11/01/2017 03:23 PM

**Commissioners Court - Regular Session**

**21.**

**Meeting Date:** 11/07/2017

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:** Infrastructure

**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: 10/27/2017

**Reviewed By**

Wendy Coco

**Date**

10/27/2017 09:36 AM

Started On: 10/26/2017 05:09 PM

**Commissioners Court - Regular Session**

22.

**Meeting Date:** 11/07/2017

2006 Certificates of Obligation Budget Transfer

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving line item transfer for 2006 Certificates of Obligation from 2006 CO Non-Departmental (P147) of \$4,219.19 and Reporting Courthouse (P402) of \$131,697.69 to Georgetown Annex Building (P325).

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 10/30/2017

**Reviewed By**

Wendy Coco

**Date**

10/30/2017 10:21 AM

Started On: 10/27/2017 11:48 AM

**Commissioners Court - Regular Session**

**23.**

**Meeting Date:** 11/07/2017

1603-062 CR 158 Change Order No. 08

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of \$47,221.90 for CR 258, a Road Bond project in Commissioner Pct. 2. Project: P256. Funding Source: Road Bonds.

**Background**

This Change Order pays the Contractor for the installation of a culvert pipe at Driveway 25 which was necessary to prevent ponding water in the ROW between driveways 24 and 25. This Change Order also addresses additional work to repair erosion damage throughout the project. In early August, the project received a 7-inch rain storm event that occurred in a short period of time. The storm caused severe erosion damage to the north side of the project between Sunny Slope and Ronald Reagan Blvd.

This Change Order also adds 2 months of Barricades to Item 502. The Contractor could only work in limited areas of the project where no utility conflicts existed, 2 months prior to issuance of the full Notice to Proceed (NTP). This mitigated the impact of the utility delays to the construction schedule. Lastly, this Change Order pays the Contractor for demolition and removal of an existing sign at San Gabriel Oaks that was requested by the County.

**Fiscal Impact**

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

**Attachments**

1603-062 CR 258 CO No 08

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 08:51 AM

Started On: 10/31/2017 05:04 PM

Received

Received

RECEIVED  
OCT 26 2017  
BY: PST

OCT 25 2017

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

HNTB Corporation  
Round Rock

HNTB Corporation  
Round Rock

- 1. CONTRACTOR: Chasco Constructors
- 2. Change Order Work Limits: Sta. 69+25 to Sta. 161+70
- 3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
- 4. Reasons: 2E, 2F, 6C, 3F (3 Max. - In order of importance - Primary first)

Project: 1603-062  
 Roadway: CR 258  
 CSJ Number: \_\_\_\_\_

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9).** This Change Order compensates the Contractor for the installation of a culvert pipe at Driveway 25, necessary to prevent ponding water in the ROW. **2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature.** A 7"+ rain event necessitated storm damage repairs throughout the project. **6C: Untimely ROW/Utilities. Utilities not clear.** This item reimburses the Contractor for two (2) additional months of barricades needed while utilities were in conflict.. **3F: County Convenience.** **Additional work desired by the County.** This item reimburses the Contractor for demolition and removal of a sign on the ROW.

- 6. Work to be performed in accordance with Items: See Attached.
- 7. New or revised plan sheet(s) are attached and numbered: 19, 116, 117, 131, 246, 247
- 8. New Special Provisions/Specifications to the contract are attached:  Yes  No
- 9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

|  |  |
|--|--|
| <p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>10-25-17</u></p> <p>By <u>Cory Westfall Chasco</u></p> <p>Typed/Printed Name <u>Cory Westfall</u></p> <p>Typed/Printed Title <u>PM</u></p> | <p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$47,221.90</u></p> |
|--|--|

RECOMMENDED FOR EXECUTION:

[Signature] P.E. 10/25/17  
 Project Manager Date

N/A  
 Design Engineer Date

[Signature] 10/25/17  
 Program Manager Date

Design Engineer's Seal:

see plan sheet

|                                |          |   |
|--------------------------------|----------|---|
| County Commissioner Precinct 1 |          | Date                                      |
| <input type="checkbox"/>       | APPROVED | <input type="checkbox"/> REQUEST APPROVAL |
| County Commissioner Precinct 2 |          | Date                                      |
| <input type="checkbox"/>       | APPROVED | <input type="checkbox"/> REQUEST APPROVAL |
| County Commissioner Precinct 3 |          | Date                                      |
| <input type="checkbox"/>       | APPROVED | <input type="checkbox"/> REQUEST APPROVAL |
| County Commissioner Precinct 4 |          | Date                                      |
| <input type="checkbox"/>       | APPROVED | <input type="checkbox"/> REQUEST APPROVAL |
| County Judge                   |          | Date                                      |
| <input type="checkbox"/>       | APPROVED |   |

## WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Project # 1603-062

TABLE A: Force Account Work and Materials Placed into Stock

|  | LABOR | HOURLY RATE |  | HOURLY RATE |
|--|-------|-------------|--|-------------|
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |
|  |       |             |  |             |

TABLE B: Contract Items:

| ITEM          | DESCRIPTION                             | UNIT | UNIT PRICE  | ORIGINAL + PREVIOUSLY REVISED |              | ADD or (DEDUCT) | NEW       |              | OVERRUN/<br>UNDERRUN |
|---------------|---|------|-------------|-------------------------------|--------------|-----------------|-----------|--------------|----------------------|
|               |   |      |             | QUANTITY                      | ITEM COST    | QUANTITY        | QUANTITY  | ITEM COST    |                      |
| 110-6001      | EXCAVATION (ROADWAY)                    | CY   | \$9.00      | 34,118.00                     | \$307,062.00 | 7.00            | 34,125.00 | \$307,125.00 | \$63.00              |
| 160-WC01      | FURNISH AND PLACE TOPSOIL               | SY   | \$1.25      | 75,812.00                     | \$94,765.00  | 1,500.00        | 77,312.00 | \$96,640.00  | \$1,875.00           |
| 164-WC05      | SEEDING FOR EROSN CONTROL (TY 5)        | SY   | \$0.30      | 75,812.00                     | \$22,743.60  | 5,045.00        | 80,857.00 | \$24,257.10  | \$1,513.50           |
| 432-6010      | RIP RAP (CONC) (CLB) (5IN)              | CY   | \$380.00    | 277.00                        | \$105,260.00 | 19.50           | 296.50    | \$112,670.00 | \$7,410.00           |
| 460-6009      | CMP AR (GAL STL DES 2)                  | LF   | \$60.00     | 421.00                        | \$25,260.00  | 28.00           | 449.00    | \$26,940.00  | \$1,680.00           |
| 467-6525      | SET (TYII) (DES 2) (CMP) (6:1) P        | EA   | \$800.00    | 28.00                         | \$22,400.00  | 2.00            | 30.00     | \$24,000.00  | \$1,600.00           |
| 502-WC01      | BARRICADES, SIGNS, AND TRAFFIC HANDLING | MO   | \$5,000.00  | 12.00                         | \$60,000.00  | 2.00            | 14.00     | \$70,000.00  | \$10,000.00          |
| 999-WC06      | SURVEY & GRADING DRWY 25                | LS   | \$3,635.15  | 0.00                          | \$0.00       | 1.00            | 1.00      | \$3,635.15   | \$3,635.15           |
| 999-WC07      | DEMO SAN GAB SIGN                       | LS   | \$394.45    | 0.00                          | \$0.00       | 1.00            | 1.00      | \$394.45     | \$394.45             |
| 999-WC08      | FLOOD REMEDIATION                       | LS   | \$19,050.80 | 0.00                          | \$0.00       | 1.00            | 1.00      | \$19,050.80  | \$19,050.80          |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
|               |   |      |             |                               |              |                 |           |              |                      |
| <b>TOTALS</b> |   |      |             |                               | \$637,490.60 |                 |           | \$684,712.50 | \$47,221.90          |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258**

**Williamson County Project No. 1603-062**

**Change Order No. 8**

**Reason for Change**

This Change Order documents payment to the Contractor for various items of work that include additional pipe at a driveway, various project repairs from storm damage, additional monthly barricades and removal of a sign on the right of way.

This Change Order pays the Contractor for the installation of a culvert pipe at Driveway 25, which was necessary to prevent ponding water on the ROW between driveways 24 and 25. Additional quantities for excavation, corrugated metal pipe, and safety end treatments were paid by overrunning existing items. Item 999-WC06 is being added to pay the Contractor for additional survey that was used to resolve the ponding issue and additional grading to tie the new culvert pipe on each side of the driveway.

This Change Order pays the Contractor for additional work to repair erosion damage throughout the project. In early August, the project received a 7-inch rain storm event that occurred in a short period of time. The storm caused severe erosion damage to the north side of the project between Sunny Slope and Ronald Reagan Blvd. Additional quantities for topsoil, seeding and concrete riprap were paid by overrunning existing items. The additional concrete rip rap was placed in various locations to prevent additional erosion in the future. Item 999-WC08 Flood Remediation, is being added to pay the Contractor for removal of excess silt from the box culverts, removing and replacing soil retention blanket that washed downstream, and replacing/regrading topsoil. The cost of this item was determined by tracking actual time for labor and equipment used by the Contractor.

This Change Order also adds 2 months of Barricades to Item 502. The Contractor could work in limited areas of the project where no utility conflicts existed, 2 months prior to issuance of the full NTP. This mitigated the impact of the utility delays to the construction schedule.

Lastly, this Change Order pays the Contractor for demolition and removal of an existing sign at San Gabriel Oaks that was requested by Williamson County. Removal of the sign was included in the right of way acquisition agreement.

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

| ITEM     | DESCRIPTION              | QTY | UNIT |
|----------|--------------------------|-----|------|
| 999-WC06 | SURVEY & GRADING DRWY 25 | 1   | LS   |
| 999-WC07 | DEMO SAN GABRIEL SIGN    | 1   | LS   |
| 999-WC08 | FLOOD REMEDIATION        | 1   | LS   |

This Change Order results in a net increase of \$47,221.90 to the Contract amount, for an adjusted Contract total of \$6,076,664.61. The original Contract amount was \$5,808,856.58. As a result of this and all Change Orders to-date, \$267,808.03 has been added to the Contract, resulting in a 4.6% net increase in the Contract cost. No additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

999-WC04



P.O. Box 1057  
Round Rock, TX 78680  
(512) 244-0600

August 4, 2017

TO: Mr. Steven Shull  
HNTB Corporation  
101 E. Old Settlers Blvd. Ste. 100  
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)  
Solicitation No. 1603-062  
Chasco Job No. 16051  
CP-014R2 Driveway #25 Modifications

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to complete the Driveway #25 Modifications, see attached.

Changes per attached Chasco CP No. 014R2 Pricing Sheet dated 8-4-2017: ~~\$3,808.00~~ <sup>3635.15</sup>

<sup>\$3635.15</sup> If approved, this change will result in a change to the Contract Amount by the sum of ~~\$3,808.00~~. This work is in progress as directed to maintain the project schedule. An additional 2 days are requested to complete this change. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

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

Date

CHASCO CONSTRUCTORS

Cory Westfall, LEED AP  
Project Manager

cc: File: 16051-107-02-CP 014R2  
Dave Esper  
Dawn Haggard



Item 999-WC06

**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

04 August 2017

Chasco CP No: CP-014R2  
Eng. PR #: RFI 009

Prepared by: Cory Westfall

Description: Driveway #25 grading modifications including CMP and SET work.

| ITEM             | Cost code | DESCRIPTION                        | Qty | Unit | LABOR             |                  | MATERIALS |       | SUBCONTRACT |       | TOTAL                      |
|------------------|-----------|------------------------------------|-----|------|-------------------|------------------|-----------|-------|-------------|-------|----------------------------|
|                  |           |                                    |     |      | UNIT              | TOTAL            | UNIT      | TOTAL | UNIT        | TOTAL |                            |
| 1                | 50-1275   | Regrade Ditch Line                 | 57  | lf   | 28.00             | \$1,596          | 0.00      | \$0   |             |       | \$1,596                    |
| 2                | 50-1275   | Additional Base                    | 14  | cy   |                   |                  | 0.00      | \$0   |             |       | \$0                        |
| 3                | 50-1275   | CMP AR (GAL STL DES 2)             | 28  | lf   |                   |                  | 0.00      | \$0   |             |       | \$0                        |
| 4                | 50-1275   | SET (TY II) (DES 2) (CMP) (6:1)    | 2   | ea   |                   |                  | 0.00      | \$0   |             |       | \$0                        |
| 5                | 50-1275   | Mobilization of Equipment (Roller) | 1   | ea   | <del>900.00</del> | <del>\$900</del> |           |       |             | 750   | <del>\$900</del>           |
| 7                | 50-1275   | Survey                             | 1   | ea   | 750.00            | \$750            |           |       |             |       | \$750                      |
| 8                | 50-1275   | CAD                                | 1   | ea   | 65.00             | \$65             |           |       |             |       | \$65                       |
| <b>SUBTOTALS</b> |           |                                    |     |      |                   | \$3,311          | 0.00      | \$0   | 0.00        | \$0   | 3161<br><del>\$3,311</del> |

Further description:  
Items without a dollar amount identified above will be paid under existing items in the contract.

|                            |        |                |
|----------------------------|--------|----------------|
| Overhead                   | 0.00%  | \$0            |
| Sales Tax Materials (only) | 0.00%  | \$0            |
| <b>SUBTOTAL</b>            |        | <b>\$3,311</b> |
| Fee (Less items 3 & 4)     | 15.00% | \$497          |
| <b>SUBTOTAL</b>            |        | <b>\$3,808</b> |
| Insurance                  | 0.00%  | \$0            |
| P&P Bond                   | 0.00%  | \$0            |
| <b>GRAND TOTAL</b>         |        | <b>\$3,808</b> |

Handwritten notes: 3161, 474.15, and a boxed total of 3635.15.

999-WC07



P.O. Box 1057  
Round Rock, TX 78680  
(512) 244-0600

August 4, 2017

TO: Mr. Steven Shull  
HNTB Corporation  
101 E. Old Settlers Blvd. Ste. 100  
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)  
Solicitation No. 1603-062  
Chasco Job No. 16051  
CP-016 San Gabriel Oaks Sign Demo

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to complete the San Gabriel Oaks Sign Demo, see attached.

Changes per attached Chasco CP No. 016 Pricing Sheet dated 8-4-2017: ~~\$395.00~~  
\$394.45

If approved, this change will result in a change to the Contract Amount by the sum of \$395.00. This work is in progress as directed to maintain the project schedule. An additional 0 days are requested to complete this change. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

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

CHASCO CONSTRUCTORS

Cory Westfall, LEED AP  
Project Manager

cc: File: 16051-107-02-CP 016  
Dave Esper  
Dawn Haggard



TEXAS TRUCKING COMPANY, INC.  
3900 SHELL ROAD  
GEORGETOWN, TEXAS 78628  
(512) 930-0293  
FAX (512) 930-0298  
QUALIFIED D.B.E. & H.U.B

DATE: April 7, 2016  
CUSTOMER: Chasco Constructors  
P.O. Box 1057  
Round Rock, TX 78680  
JOB: Williamson County CR 258  
CONTROL NO. Ronald Reagan to Sunset Ridge Liberty Hill, TX  
PROJECT NO.

| HAULING: | BASE & FILL            | BID            |
|----------|------------------------|----------------|
|          |                        | Trailer Rates  |
| FROM:    | Central Texas Stone    | \$4.25 Per Ton |
| FROM:    | Alamo Cement           | \$4.50 Per Ton |
| FROM:    | Cap Ag Seward Junction | \$2.50 Per Ton |
| FROM:    | Texas Crushed Stone GT | \$4.60 Per Ton |
| FROM:    | Texas Crushed Stone RR | \$4.25 Per Ton |
| FROM:    | ME Ruby                | \$4.80 Per Ton |
| FROM:    | IA Florence Quarry     | \$4.25 Per Ton |

Haul Off

|     |                      |                              |
|-----|----------------------|------------------------------|
| TO: | CLS Excavation       | \$66.00 Per Load             |
| TO: | Kevin Copeland       | \$137.00 Per Load            |
| TO: | Georgetown Recycling | \$45.00 Fee \$96.00 Per Load |

ALL RATES FOR END DUMP AND BELLY DUMPS ONLY.

TRI-AXLE HOURLY RATE \$70.00 per hour  
TRAILER HOURLY RATE \$80.00 per hour  
MINIMUM CHARGE 5 HOURS PER TRUCK PER DAY.

**ALL HAUL RATES ARE SUBJECT TO ADJUSTMENT IF FUEL PRICES GO ABOVE \$3.25 PER GALLON**

**PAYMENT IS DUE ON THE 15TH AND 30TH OF EACH MONTH.**  
PRICES ARE GOOD FOR 60 DAYS FROM THE ABOVE DATE WITHOUT A WRITTEN CONTRACT

**Felix H. Gonzales**  
**Estimator**  
[felix@texasruckingco.com](mailto:felix@texasruckingco.com)



P.O. Box 1057  
Round Rock, TX 78680  
(512) 244-0600

September 13, 2017

TO: Mr. Steven Shull  
HNTB Corporation  
101 E. Old Settlers Blvd. Ste. 100  
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)  
Solicitation No. 1603-062  
Chasco Job No. 16051  
CP-017 August Flood Remediation T&M

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to complete the August Flood Remediation work, see attached.

Changes per attached Chasco CP No. 017 Pricing Sheet dated 9-13-2017: ~~\$23,662.35~~ ~~\$19,466.98~~ \$19,050.80

If approved, this change will result in a change to the Contract Amount by the sum of ~~\$23,662.35~~ ~~\$19,069.13~~ ~~\$19,466.98~~. This work is in progress as directed to maintain the project schedule. An additional **13** days are requested to complete this change. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

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

Date

CHASCO CONSTRUCTORS

Cory Westfall, LEED AP  
Project Manager

cc: File: 16051-107-02-CP 017  
Dave Esper  
Dawn Haggard



999-WC08



**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

14 August 2017

Chasco CP No: CP-017  
Eng. PR #: N/A

Prepared by: Cory Westfall

Description: Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |          | MATERIALS |       | SUBCONTRACT |        | TOTAL       |
|------------------|-----------|---------------------------------|-------|------|-------|----------|-----------|-------|-------------|--------|-------------|
|                  |           |                                 |       |      | UNIT  | TOTAL    | UNIT      | TOTAL | UNIT        | TOTAL  |             |
| 1                |           | Foreman (Dave Esper)            | 2.8   | hrs  | 59.50 | \$357.00 |           |       |             |        | \$ 357.00   |
| 2                |           | Operator (Martin Perez)         | 8     | hrs  | 19.00 | \$152.00 |           |       |             |        | \$ 152.00   |
| 3                |           | Operator (Everardo Trejo)       | 4     | hrs  | 14.50 | \$58.00  |           |       |             |        | \$ 58.00    |
| 4                |           | Laborer (Juan Carlos Rodriguez) | 8     | hrs  | 13.00 | \$104.00 |           |       |             |        | \$ 104.00   |
| 5                |           | Laborer (Marvin Villator)       | 8     | hrs  | 14.00 | \$112.00 |           |       |             |        | \$ 112.00   |
| 6                |           | Labor Subtotal                  |       |      |       |          |           |       |             | 529    | \$ 783.00   |
| 7                |           | Labor Burden                    | 23.25 | %    |       |          |           |       |             | 125.38 | \$ 182.05   |
| 8                |           | Water Truck (807163)            |       | hrs  |       |          |           |       |             |        |             |
| 9                |           | Wheel Loader(151300)            | 8     | hrs  |       |          |           |       | 57.07       |        | \$ 456.56   |
| 10               |           | Dozer (311611)                  |       | hrs  |       |          |           |       |             |        |             |
| 11               |           | Skid Steer (152230)             | 8     | hrs  |       |          |           |       | 32.29       |        | \$ 258.32   |
| <b>SUBTOTALS</b> |           |                                 |       |      |       | \$783.00 | 0.00      | \$0   | 0.00        | \$0    | \$ 1,679.93 |

Further description:

|                            |        |            |             |
|----------------------------|--------|------------|-------------|
| Overhead                   | 0.00%  | \$ 1386.20 | \$ 1386.59  |
| Sales Tax Materials (only) | 0.00%  |            | \$ 1,679.93 |
| <b>SUBTOTAL</b>            |        |            | \$ 1,679.93 |
| Insurance                  | 0.00%  |            | \$ 16.00    |
| P&P Bond                   | 1.00%  |            | \$ 16.80    |
| <b>SUBTOTAL</b>            |        |            | \$ 1,606.73 |
| FEE                        | 15.00% | 240.99     | \$ 254.51   |
| <b>GRAND TOTAL</b>         |        | 308.80     | \$ 1,951.24 |

**\$1600.76** (circled in red)  
**\$1610.53** (boxed in blue)

999-WC08



**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

15 August 2017

Chasco CP No: CP-017  
Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |           | MATERIALS |       | SUBCONTRACT |       | TOTAL       |
|------------------|-----------|---------------------------------|-------|------|-------|-----------|-----------|-------|-------------|-------|-------------|
|                  |           |                                 |       |      | UNIT  | TOTAL     | UNIT      | TOTAL | UNIT        | TOTAL |             |
| 1                |           | Foreman (Dave Esper)            | 2     | hrs  | 59.50 | \$ 357.00 |           |       |             |       | \$ 357.00   |
| 2                |           | Operator (Martin Perez)         | 8     | hrs  | 19.00 | \$ 152.00 |           |       |             |       | \$ 152.00   |
| 3                |           | Operator (Everardo Trejo)       | 2     | hrs  | 14.50 | \$ 29.00  |           |       |             |       | \$ 29.00    |
| 4                |           | Laborer (Juan Carlos Rodriguez) | 8     | hrs  | 13.00 | \$ 104.00 |           |       |             |       | \$ 104.00   |
| 5                |           | Laborer (Marvin Villator)       | 8     | hrs  | 14.00 | \$ 112.00 |           |       |             |       | \$ 112.00   |
| 6                |           | Labor Subtotal                  |       |      |       |           |           |       | 510         |       | \$ 754.00   |
| 7                |           | Labor Burden                    | 23.25 | %    |       |           |           |       | 118.58      |       | \$ 175.31   |
| 8                |           | Water Truck (807163)            |       | hrs  |       |           |           |       |             |       |             |
| 9                |           | Wheel Loader(151300)            | 8     | hrs  |       |           |           |       | 57.07       |       | \$ 456.56   |
| 10               |           | Dozer (311611)                  |       | hrs  |       |           |           |       |             |       |             |
| 11               |           | Skid Steer (152230)             | 8     | hrs  |       |           |           |       | 32.29       |       | \$ 258.32   |
| <b>SUBTOTALS</b> |           |                                 |       |      |       | \$ 754.00 | 0.00      | \$0   | 0.00        | \$0   | \$ 1,644.19 |

Further description:

|                            |        |    |          |
|----------------------------|--------|----|----------|
| Overhead                   | 0.00%  | \$ |          |
| Sales Tax Materials (only) | 0.00%  | \$ | 1350.85  |
| <b>SUBTOTAL</b>            |        | \$ | 1,644.19 |
| Insurance                  | 0.00%  | \$ |          |
| P&P Bond                   | 1.00%  | \$ | 16.44    |
| <b>SUBTOTAL</b>            |        | \$ | 1,660.63 |
| FEE                        | 15.00% | \$ | 249.09   |
| <b>GRAND TOTAL</b>         |        | \$ | 1,909.72 |

113  
119  
514  
49.97  
13.43  
1356.89  
203.55  
1364.36  
204.65  
\$1560.54  
\$1569.01



**Change Proposal Pricing Sheet**

CR 258 Road Widening

Chasco Project No: 16051

16 August 2017

Chasco CP No: CP-017  
 Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty    | Unit | LABOR |          | MATERIALS |       | SUBCONTRACT |       | TOTAL   |           |
|------------------|-----------|---------------------------------|--------|------|-------|----------|-----------|-------|-------------|-------|---------|-----------|
|                  |           |                                 |        |      | UNIT  | TOTAL    | UNIT      | TOTAL | UNIT        | TOTAL |         |           |
|                  |           |                                 |        |      |       | 56.50    | HT        | 113   |             |       | 113     | HT        |
| 1                |           | Foreman (Dave Esper)            | 2      | hrs  | 59.50 | \$357.00 |           |       |             |       |         | \$357.00  |
| 2                |           | Operator (Martin Perez)         | 8      | hrs  | 19.00 | \$152.00 |           |       |             |       |         | \$152.00  |
| 3                |           | Operator (Everardo Trejo)       | 3.5    | hrs  | 14.50 | \$50.75  |           |       |             |       |         | \$50.75   |
| 4                |           | Laborer (Juan Carlos Rodriguez) | 8      | hrs  | 13.00 | \$104.00 |           |       |             |       |         | \$104.00  |
| 5                |           | Laborer (Marvin Villator)       | 8      | hrs  | 14.00 | \$112.00 |           |       |             |       |         | \$112.00  |
| 6                |           | Labor Subtotal                  |        |      |       |          |           |       |             |       | 531.75  | \$775.75  |
| 7                |           | Labor Burden                    | 23.25% | %    |       |          |           |       |             |       | 123.63  | \$180.38  |
| 8                |           | Water Truck (807163)            |        | hrs  |       |          |           |       |             |       |         |           |
| 9                |           | Wheel Loader(151300)            | 8      | hrs  |       |          |           |       |             | 57.07 |         | \$456.56  |
| 10               |           | Dozer (311611)                  |        | hrs  |       |          |           |       |             |       |         |           |
| 11               |           | Skid Steer (152230)             | 8      | hrs  |       |          |           |       |             | 32.29 |         | \$258.32  |
| <b>SUBTOTALS</b> |           |                                 |        |      |       | \$775.75 | 0.00      | \$0   | 0.00        |       | 1370.26 | \$1377.66 |

Further description:

|                            |        |            |
|----------------------------|--------|------------|
| Overhead                   | 0.00%  | \$0.00     |
| Sales Tax Materials (only) | 0.00%  | \$0.00     |
| <b>SUBTOTAL</b>            |        | 1370.26    |
| Insurance                  | 0.00%  | \$0.00     |
| P&P Bond                   | 1.00%  | 13.10      |
| <b>SUBTOTAL</b>            |        | 1383.96    |
| FEE                        | 15.00% | 207.59     |
| <b>GRAND TOTAL</b>         |        | \$1,591.55 |

**\$1591.55**      **\$1600.15**











**Change Proposal Pricing Sheet**

CR 258 Road Widening

Chasco Project No: 16051

23 August 2017

Chasco CP No: CP-017  
 Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |                | MATERIALS |       | SUBCONTRACT |                | TOTAL      |
|------------------|-----------|---------------------------------|-------|------|-------|----------------|-----------|-------|-------------|----------------|------------|
|                  |           |                                 |       |      | UNIT  | TOTAL          | UNIT      | TOTAL | UNIT        | TOTAL          |            |
|                  |           |                                 |       |      | 56.50 | <del>113</del> |           |       | 113         | <del>113</del> |            |
| 1                |           | Foreman (Dave Esper)            | 2     | hrs  | 59.50 | \$367.00       |           |       |             |                | \$367.00   |
| 2                |           | Operator (Martin Perez)         | 10    | hrs  | 19.00 | \$190.00       |           |       |             |                | \$190.00   |
| 3                |           | Operator (Everardo Trejo)       | 6     | hrs  | 14.50 | \$87.00        |           |       |             |                | \$87.00    |
| 4                |           | Laborer (Juan Carlos Rodriguez) |       | hrs  | 13.00 | \$0.00         |           |       |             |                | \$0.00     |
| 5                |           | Laborer (Marvin Villator)       |       | hrs  | 14.00 | \$0.00         |           |       |             |                | \$0.00     |
| 6                |           | Labor Subtotal                  |       |      |       |                |           |       | 390         |                | \$634.00   |
| 7                |           | Labor Burden                    | 23.25 | %    |       |                |           |       | 90.68       |                | \$147.41   |
| 8                |           | Water Truck (807163)            |       | hrs  |       |                |           |       |             |                |            |
| 9                |           | Wheel Loader(151300)            | 8     | hrs  |       |                |           |       | 57.07       |                | \$456.56   |
| 10               |           | Dozer (311611)                  |       | hrs  |       |                |           |       |             |                |            |
| 11               |           | Skid Steer (152230)             | 10    | hrs  |       |                |           |       | 32.29       |                | \$322.90   |
| 12               |           | Mini Excavator (132299)         |       | hrs  |       |                |           |       |             |                |            |
| <b>SUBTOTALS</b> |           |                                 |       |      |       | \$634.00       | 0.00      | \$0   | 0.00        | \$0            | \$1,560.87 |

Further description:

|                            |        |                   |
|----------------------------|--------|-------------------|
| Overhead                   | 0.00%  | \$0.00            |
| Sales Tax Materials (only) | 0.00%  | \$0.00            |
| <b>SUBTOTAL</b>            |        | <b>\$1,560.87</b> |
| Insurance                  | 0.00%  | \$0.00            |
| P&P Bond                   | 1.00%  | \$15.61           |
| <b>SUBTOTAL</b>            |        | <b>\$1,576.47</b> |
| <b>FEE</b>                 | 15.00% | \$236.47          |
| <b>GRAND TOTAL</b>         |        | <b>\$1,812.94</b> |

**\$1463.65**      **\$1535.91**

~~1267.53~~  
~~12.68~~  
 1280.21 ✓  
~~192.03~~ ✓  
 1472.24 ✓

1535.91  
 1472.24  
 -----  
 = 63.67

999-WC08



**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

24 August 2017

Chasco CP No: CP-017  
Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |                | MATERIALS |       | SUBCONTRACT |         | TOTAL          |
|------------------|-----------|---------------------------------|-------|------|-------|----------------|-----------|-------|-------------|---------|----------------|
|                  |           |                                 |       |      | UNIT  | TOTAL          | UNIT      | TOTAL | UNIT        | TOTAL   |                |
|                  |           |                                 |       |      | 56.50 | <del>113</del> |           |       |             | 113     | <del>113</del> |
| 1                |           | Foreman (Dave Esper)            | 2.7   | hrs  | 59.50 | \$416.50       |           |       |             |         | \$416.50       |
| 2                |           | Operator (Martin Perez)         | 10    | hrs  | 19.00 | \$190.00       |           |       |             |         | \$190.00       |
| 3                |           | Operator (Everardo Trejo)       | 10    | hrs  | 14.50 | \$145.00       |           |       |             |         | \$145.00       |
| 4                |           | Laborer (Juan Carlos Rodriguez) |       | hrs  | 13.00 | \$0.00         |           |       |             |         | \$0.00         |
| 5                |           | Laborer (Marvin Villator)       |       | hrs  | 14.00 | \$0.00         |           |       |             |         | \$0.00         |
| 6                |           | Labor Subtotal                  |       |      |       |                |           |       |             | 448     | \$751.50       |
| 7                |           | Labor Burden                    | 23.25 | %    |       |                |           |       |             | 104.16  | \$174.72       |
| 8                |           | Water Truck (807163)            |       | hrs  |       |                |           |       |             |         |                |
| 9                |           | Wheel Loader(151300)            | 8     | hrs  |       |                |           |       | 57.07       |         | \$456.56       |
| 10               |           | Dozer (311611)                  |       | hrs  |       |                |           |       |             |         |                |
| 11               |           | Skid Steer (152230)             | 10    | hrs  |       |                |           |       | 32.29       |         | \$322.90       |
| 12               |           | Mini Excavator (132299)         |       | hrs  |       |                |           |       |             |         |                |
| <b>SUBTOTALS</b> |           |                                 |       |      |       | \$751.50       | 0.00      | \$0   | 0.00        | 1331.62 | 1331.62        |

454 ✓  
105.56 ✓

Further description:

|                            |        |         |
|----------------------------|--------|---------|
| Overhead                   | 0.00%  | \$0.00  |
| Sales Tax Materials (only) | 0.00%  | \$0.00  |
| <b>SUBTOTAL</b>            |        | 1331.62 |
| Insurance                  | 0.00%  | \$0.00  |
| P&P Bond                   | 1.00%  | 13.32   |
| <b>SUBTOTAL</b>            |        | 1344.94 |
| FEE                        | 15.00% | 201.74  |
| <b>GRAND TOTAL</b>         |        | 1546.68 |

~~1331.62~~ ✓  
~~\$1,705.68~~ ✓  
~~1331.62~~ ✓  
~~\$1,722.74~~ ✓  
~~1352.41~~ ✓  
~~\$258.41~~ ✓  
~~202.86~~ ✓  
~~\$1,981.15~~ ✓

**\$1546.68**      **\$1555.27**

999-WB08



**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

25 August 2017

Chasco CP No: CP-017  
Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |          | MATERIALS |       | SUBCONTRACT |          |            |
|------|-----------|---------------------------------|-------|------|-------|----------|-----------|-------|-------------|----------|------------|
|      |           |                                 |       |      | UNIT  | TOTAL    | UNIT      | TOTAL | UNIT        | TOTAL    |            |
|      |           |                                 |       |      | 13    | 114      |           |       | 113         | 114      |            |
| 1    |           | Foreman (Dave Esper)            | 2     | hrs  | 59.60 | \$416.50 |           |       |             | \$416.50 |            |
| 2    |           | Operator (Martin Perez)         | 10    | hrs  | 28.50 | \$285.00 | 19.00     |       | 190         | \$285.00 |            |
| 3    |           | Operator (Everardo Trejo)       | 10    | hrs  | 21.75 | \$217.50 | 14.50     |       | 145         | \$217.50 |            |
| 4    |           | Laborer (Juan Carlos Rodriguez) |       | hrs  | 13.00 | \$0.00   |           |       |             | \$0.00   |            |
| 5    |           | Laborer (Marvin Villator)       |       | hrs  | 14.00 | \$0.00   |           |       |             | \$0.00   |            |
| 6    |           | Labor Subtotal                  |       |      |       |          |           |       | 454.00      | \$919.00 |            |
| 7    |           | Labor Burden                    | 23.25 | %    |       |          |           |       | 105.60      | \$213.67 |            |
|      |           |                                 |       |      |       |          |           |       |             | 559.67   |            |
| 8    |           | Water Truck (807163)            |       | hrs  |       |          |           |       |             |          |            |
| 9    |           | Wheel Loader(151300)            | 8     | hrs  |       |          |           |       | 57.07       | \$456.56 |            |
| 10   |           | Dozer (311611)                  |       | hrs  |       |          |           |       |             |          |            |
| 11   |           | Skid Steer (152230)             | 10    | hrs  |       |          |           |       | 32.29       | \$322.90 |            |
| 12   |           | Mini Excavator (132299)         |       | hrs  |       |          |           |       |             |          |            |
|      |           |                                 |       |      |       |          |           |       |             | 1339.00  |            |
|      |           |                                 |       |      |       |          |           |       |             | 1545.46  |            |
|      |           | <b>SUBTOTALS</b>                |       |      |       | \$919.00 | 0.00      | \$0   | 0.00        | \$0      | \$1,912.13 |

190.00  
145.00

621.50  
144.50

Further description:

|                            |        |            |
|----------------------------|--------|------------|
| Overhead                   | 0.00%  | \$0.00     |
| Sales Tax Materials (only) | 0.00%  | \$0.00     |
| <b>SUBTOTAL</b>            |        | \$1,912.13 |
| Insurance                  | 0.00%  | \$0.00     |
| P&P Bond                   | 1.00%  | \$19.12    |
| <b>SUBTOTAL</b>            |        | \$1,931.25 |
| FEE                        | 15.00% | \$289.69   |
| <b>GRAND TOTAL</b>         |        | \$2,220.94 |

113  
190  
145  

---

448  
x .2325  

---

104.16

448  
+104.16  

---

552.16

552.16  
456.56  
322.90  

---

1331.62  
x .01  

---

13.32

1344.95  
x .15  

---

201.74  
1344.95  

---

**1546.69**

13.34  
1352.45  
201.91  
1545.46  
15.45  
1560.91  
234.14

**\$1795.05**  
**\$1555.32**

999-WC08



**Change Proposal Pricing Sheet**

CR 258 Road Widening  
Chasco Project No: 16051

29 August 2017

Chasco CP No: CP-017  
Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |          | MATERIALS |       | SUBCONTRACT |        | TOTAL    |
|------------------|-----------|---------------------------------|-------|------|-------|----------|-----------|-------|-------------|--------|----------|
|                  |           |                                 |       |      | UNIT  | TOTAL    | UNIT      | TOTAL | UNIT        | TOTAL  |          |
| 1                |           | Foreman (Dave Esper)            | 27    | hrs  | 56.50 | \$416.50 |           |       |             | 113    | \$416.50 |
| 2                |           | Operator (Martin Perez)         | 5     | hrs  | 19.00 | \$95.00  |           |       |             |        | \$95.00  |
| 3                |           | Operator (Everardo Trejo)       | 5     | hrs  | 14.50 | \$72.50  |           |       |             |        | \$72.50  |
| 4                |           | Laborer (Juan Carlos Rodriguez) |       | hrs  | 13.00 | \$0.00   |           |       |             |        | \$0.00   |
| 5                |           | Laborer (Marvin Villator)       |       | hrs  | 14.00 | \$0.00   |           |       |             |        | \$0.00   |
| 6                |           | Labor Subtotal                  |       |      |       |          |           |       |             | 280.50 | \$584.00 |
| 7                |           | Labor Burden                    | 23.25 | %    |       |          |           |       |             | 65.92  | \$135.78 |
| 8                |           | Water Truck (807163)            |       | hrs  |       |          |           |       |             |        |          |
| 9                |           | Wheel Loader(151300)            | 4     | hrs  |       |          |           |       | 57.07       |        | \$228.28 |
| 10               |           | Dozer (311611)                  |       | hrs  |       |          |           |       |             |        |          |
| 11               |           | 152230                          | 4     | hrs  |       |          |           |       | 32.29       |        | \$129.16 |
| 12               |           | Mini Excavator (132299)         |       | hrs  |       |          |           |       |             |        |          |
| <b>SUBTOTALS</b> |           |                                 |       |      |       | \$584.00 | 0.00      | \$0   | 0.00        | 703.16 | \$710.53 |

Further description:

|                            |        |                              |
|----------------------------|--------|------------------------------|
| Overhead                   | 0.00%  | \$0.00                       |
| Sales Tax Materials (only) | 0.00%  | \$0.00                       |
| <b>SUBTOTAL</b>            |        | 703.16 - \$1,077.22 = 710.53 |
| Insurance                  | 0.00%  | \$0.00                       |
| P&P Bond                   | 1.00%  | 7.03 = 7.11                  |
| <b>SUBTOTAL</b>            |        | \$1,087.09 = 717.66          |
| FEE                        | 15.00% | 710.19 = 106.53              |
| <b>GRAND TOTAL</b>         |        | \$1,251.19 = 825.24          |

**\$816.72** ✓  
**\$825.24** ✓

999-WC08



**Change Proposal Pricing Sheet**

CR 258 Road Widening

Chasco Project No: 16051

29 August 2017

Chasco CP No: CP-017  
 Eng. PR #: N/A

Prepared by: Cory Westfall

**Description:** Flood remediation due to storms over the weekend (approximately 7" of rain). See attached pictures and backup.

| ITEM             | Cost code | DESCRIPTION                     | Qty   | Unit | LABOR |          | MATERIALS |       | SUBCONTRACT |       |       |          |
|------------------|-----------|---------------------------------|-------|------|-------|----------|-----------|-------|-------------|-------|-------|----------|
|                  |           |                                 |       |      | UNIT  | TOTAL    | UNIT      | TOTAL | UNIT        | TOTAL | TOTAL |          |
|                  |           |                                 |       |      |       | 56.50    | 113       |       |             |       |       | 113      |
| 1                |           | Foreman (Dave Esper)            | 2     | hrs  | 59.50 | \$119.00 |           |       |             |       |       | \$119.00 |
| 2                |           | Operator (Martin Perez)         | 2     | hrs  | 19.00 | \$38.00  |           |       |             |       |       | \$38.00  |
| 3                |           | Operator (Everardo Trejo)       |       | hrs  | 14.50 | \$0.00   |           |       |             |       |       | \$0.00   |
| 4                |           | Laborer (Juan Carlos Rodriguez) |       | hrs  | 13.00 | \$0.00   |           |       |             |       |       | \$0.00   |
| 5                |           | Laborer (Marvin Villator)       |       | hrs  | 14.00 | \$0.00   |           |       |             |       |       | \$0.00   |
| 6                |           | Labor Subtotal                  |       |      |       |          |           |       |             |       | 151   | \$157.00 |
| 7                |           | Labor Burden                    | 23.25 | %    |       |          |           |       |             |       | 35.12 | \$36.50  |
| 8                |           | Water Truck (807163)            |       | hrs  |       |          |           |       |             |       |       |          |
| 9                |           | Wheel Loader(151300)            |       | hrs  |       |          |           |       |             |       |       |          |
| 10               |           | Dozer (311611)                  |       | hrs  |       |          |           |       |             |       |       |          |
| 11               |           | Skid Steer (152230)             | 2     | hrs  |       |          |           |       |             | 32.29 |       | \$64.58  |
| 12               |           | Mini Excavator (132299)         |       | hrs  |       |          |           |       |             |       |       |          |
| <b>SUBTOTALS</b> |           |                                 |       |      |       |          | \$157.00  | 0.00  | \$0         | 0.00  | \$0   | \$250.70 |

Further description:

|                            |        |        |
|----------------------------|--------|--------|
| Overhead                   | 0.00%  | \$0.00 |
| Sales Tax Materials (only) | 0.00%  | \$0.00 |
| <b>SUBTOTAL</b>            |        | 250.70 |
| Insurance                  | 0.00%  | \$0.00 |
| P&P Bond                   | 1.00%  | 2.51   |
| <b>SUBTOTAL</b>            |        | 253.21 |
| <b>FEE</b>                 | 15.00% | 37.98  |
| <b>GRAND TOTAL</b>         |        | 291.19 |

**\$291.19**















**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 11/07/2017

LPPF Public Hearing

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

10:00 AM – Hold Public Hearing 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 establish 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**

This Public Hearing was advertised in the Williamson County Sun on Wednesday, November 1, 2017 in accordance with Chapter 292B of the Texas Health & Safety Code.

Pursuant to Chapter 292B of the Texas Health & Safety Code, as amended, the Commissioners Court will conduct a Public Hearing to discuss 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 pursuant to Chapter 292B of the Texas Health & Safety Code. Representatives of local nonpublic hospitals wishing to be heard on these matters may appear before the Commissioners Court at the public meeting. The public hearing will be held in conjunction with the regular public meeting of the Williamson County Commissioners Court. At the public meeting, the Williamson County Commissioners Court may discuss, consider, and take appropriate action to approve a 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 pursuant to Chapter 292B of the Texas Health & Safety Code.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

| <b>Inbox</b>                    | <b>Reviewed By</b> | <b>Date</b>                     |
|---------------------------------|--------------------|---------------------------------|
| County Judge Exec Asst.         | Wendy Coco         | 10/27/2017 09:36 AM             |
| Hal Hawes (Originator)          | Hal Hawes          | 10/27/2017 01:42 PM             |
| Form Started By: Hal Hawes      |                    | Started On: 10/27/2017 09:29 AM |
| Final Approval Date: 10/27/2017 |                    |                                 |

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 11/07/2017

LPPF Rate FY 2018

**Submitted For:** Dan Gattis

**Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on setting 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 establish 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**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Hal Hawes (Originator)

Form Started By: Hal Hawes

Final Approval Date: 10/27/2017

**Reviewed By**

Wendy Coco

Hal Hawes

**Date**

10/27/2017 11:33 AM

10/27/2017 01:42 PM

Started On: 10/27/2017 09:37 AM

**Commissioners Court - Regular Session**

**26.**

**Meeting Date:** 11/07/2017

wcad votes

**Submitted For:** Dan Gattis

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on allocating the 1,075 votes allotted to Williamson County for Williamson Central Appraisal District Board of Directors.

**Background**

A few weeks ago, the Williamson County Commissioners Court nominated Jon Jewett for consideration to be added to the Official Ballot. The Williamson Central Appraisal District would like a separate motion to be passed for the votes to be allocated to the chosen individuals(s).

**Fiscal Impact**

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

**Attachments**

ballot

**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Rebecca Clemons  
Final Approval Date: 10/31/2017

**Reviewed By**

Wendy Coco

**Date**

10/31/2017 07:59 AM  
Started On: 10/30/2017 03:33 PM



"We will provide quality service with the highest standards of professionalism, integrity and respect. We will uphold these standards while providing an accurate, fair and cost-effective appraisal roll in compliance with the laws of the State of Texas."

October 24, 2017

Dan Gattis Sr., County Judge  
Williamson County / RFM  
710 S. Main St Suite 101  
Georgetown, TX 78626-5701

Dear Judge Gattis Sr.:

Enclosed is the official ballot listing all nominees timely submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code.

***The ballot lists the total number of votes available for your unit to cast. Please note, you may distribute these votes amongst the listed candidates at your discretion.***

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser **before December 15, 2017.**

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford  
Chief Appraiser

ARL/cam

Enclosures

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Board of Directors Harry Gibbs, Chairman  
Deborah Hunt, Vice-Chairman  
Cecilia M. Crowley, Secretary  
Rufus Honeycutt  
Charles Chadwell  
Larry Gaddes

Chief Appraiser Alvin Lankford  
[alvinl@wcad.org](mailto:alvinl@wcad.org)

# Williamson Central Appraisal District

## Board of Directors Nominees

### Official Ballot 2017

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates name.

ENTITY Williamson County / RFM NUMBER OF VOTES 1075

CHADWELL, CHARLES

\_\_\_\_\_

GIBBS, HARRY

\_\_\_\_\_

HISLE, DON

\_\_\_\_\_

HONEYCUTT, RUFUS

\_\_\_\_\_

JEWETT, JON

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 11/07/2017

DA Position Classification

**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 the position classification and salary for the new District Attorney's Office position number 1796, that was approved during the FY 2018 budget process.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 11:44 AM

Started On: 11/02/2017 09:23 AM

**Commissioners Court - Regular Session**

**28.**

**Meeting Date:** 11/07/2017

Planned Maintenance for County Facilities/Generators with Clifford Power Systems

**Submitted For:** Randy Barker

**Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement for Planned Maintenance for County Facilities/Generators with Clifford Power Systems, Inc., for the term commencing upon Commissioners Court approval through 30 September 2018 for the not-to-exceed amount of \$44,031.47, pursuant to TIPS Cooperative contract 1042816.

**Background**

This agreement is a Planned Maintenance Agreement with Williamson County for the facilities that are listed on Exhibit A. This agreement shall renew automatically unless cancelled per terms defined in the Williamson County Services Contract.

**Fiscal Impact**

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

**Attachments**

Planned Maintenance with Clifford Power Systems

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 11/02/2017

**Reviewed By**

Kerstin Hancock  
Wendy Coco

**Date**

11/02/2017 08:46 AM  
11/02/2017 08:51 AM  
Started On: 11/01/2017 11:27 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
PLANNED MAINTENANCE  
FOR COUNTY FACILITIES/GENERATORS  
(Clifford Power Systems, Inc.)  
(TIP Cooperative #1042816)**

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

I.

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

- A. As described in the attached **Statement of Work/Planned Maintenance Agreement, dated October 12, 2017 and marked Exhibit "A,"** which is incorporated herein as if copied in full.

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

II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for the current fiscal year until September 30, 2018 or when terminated pursuant to paragraph X below.

III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amounts under this agreement are \$44,031.47 for related goods and services. Only services that are needed will be ordered pursuant to the attached Exhibit "A." The not-to-exceed amount may only be revised by an addendum or change order and must be approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

| <b>Type of Coverage</b>   | <b>Limits of Liability</b> |
|---------------------------|----------------------------|
| a. Worker's Compensation  | Statutory                  |
| b. Employer's Liability   |                            |
| Bodily Injury by Accident | \$500,000 Ea. Accident     |
| Bodily Injury by Disease  | \$500,000 Ea. Employee     |
| Bodily Injury by Disease  | \$500,000 Policy Limit     |

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE   | PER PERSON  | PER OCCURRENCE |
|--|-------------|----------------|
| Comprehensive General Liability<br><i>(including premises, completed operations and contractual)</i> | \$1,000,000 | \$1,000,000    |
| Aggregate policy limits:   |             | \$2,000,000    |

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE                           | PER PERSON  | PER OCCURRENCE     |
|------------------------------------|-------------|--------------------|
| Bodily injury<br>(including death) | \$1,000,000 | \$1,000,000        |
| Property damage                    | \$1,000,000 | \$1,000,000        |
| Aggregate policy limits            |             | No aggregate limit |

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

**V.**

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

- A. As described in the attached Statement of Work/Planned Maintenance Agreement, dated October 12, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and**
- B. Insurance certificates evidencing required coverages.**

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

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII

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

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

## VIII.

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

## IX.

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

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

## XI.

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

## XII.

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

## XIII.

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

## XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any

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

**XV.**

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

**XVI.**

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

**XVII.**

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

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

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

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

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

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

**CANDACE JAYNES**  
\_\_\_\_\_  
Printed Name

Date:

Date: 10-27-17

Exhibit "A"  
Statement of Work/Quotation



**\*TIPS APPROVED CONTRACT \***

**PLANNED MAINTENANCE (PM) AGREEMENT**

Clifford Power Systems, Inc. ("CPS") agrees to provide Williamson County ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 3101 SE Inner Loop City: Georgetown ST: TX ZIP: 78626

**EQUIPMENT**

| Generator    | Model                 | Serial        | KW   | Location            | Quarterly PM Services | Load Bank  |
|--------------|-----------------------|---------------|------|---------------------|-----------------------|------------|
| Baldor       |                       | P0508290007   | 180  | Round Rock          | \$2,020.76            | \$817.02   |
| Onan         | GGFB-3388565          | B000062477    | 35   | Central Maintenance | \$1,335.51            | \$579.45   |
| Generac      | 2254270400            | 2066635       | 200  | Juvenile            | \$2,020.76            | \$817.02   |
| Cummins      | DQFAD-1206664         | F120358177    | 1000 | ESOC                | \$4,195.21            | \$1,756.44 |
| Generac      | SD0400KG22125D18HPYY3 | 9159996       | 400  | South Jail          | \$2,328.48            | \$1,044.48 |
| Onan         | DFLE-5583568          | K020442322    | 1500 | North Jail          | \$4,746.31            | \$2,567.34 |
| Gillette     | SPD-330-3-2E          | AH2-201       | 30   | Historic Jail       | \$1,524.17            | \$615.72   |
| Sentry Pro   | 200MI30P-120          | 108148 01     | 109  | Georgetown Health   | \$1,747.60            | \$701.86   |
| Baldor       | IDLC-150-JD           | M07D206910-02 | 150  | Taylor              | \$1,747.60            | \$701.86   |
| Shindaiwa    | DGK45C                | 71041         | 36   | Cedar Park          | \$1,335.51            | \$579.45   |
| Cummins/Onan | C35 D6                | TBD           | 35   | Texas Ave Building  | \$1,335.51            | \$579.45   |
| Kohler       | 15REOZK               | TBD           | 15   | N Campus Building G | \$1,031.00            | \$437.00   |
| Kohler       | 80REOZJF              | TBD           | 80   | N Campus Building H | \$1,335.51            | \$579.45   |

This agreement will be in accordance to the following terms and conditions, for a period of one (1) year, ending September 30, 2018.

In consideration of the agreements herein contained:

- Customer agrees to: Remit the annual amount of \$26,703.93 for the PM services performed by CPS, plus the cost of any additional options chosen below that are performed by CPS. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
- CPS agrees to: Perform PM inspections of Equipment 4 times per year at approximate 3 month intervals. Work to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

**INCLUDED PM ITEMS**

|  |   |
|--|---|
| A. Oil change once per year.   | B. Oil filter change at time of oil change.                                 |
| C. Fuel filter change (if applicable) once per year.   | D. Oil analysis will be done (by outside laboratory) at time of oil change. |
| E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of \$1.00 per gallon will be assessed. |   |

**OPTIONAL PM SERVICE & APPLICABLE CHARGES**

|  |   |
|--|---|
| F. Perform 2 Hour Load Bank Test at the time of PM visit on (13) units.<br>\$ <u>11,776.54</u> cost<br>Performed Annually <input type="checkbox"/> Accept <input type="checkbox"/> Decline<br>Initial Appropriate Line | G. Perform annual fuel contamination & quality testing on (13) units.<br>\$ <u>5,551.00</u> cost<br>Performed Annually <input type="checkbox"/> Accept <input type="checkbox"/> Decline<br>Initial Appropriate Line |
|--|---|

- Customer authorizes: CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$ 500 (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer authorizes: CPS to perform a Diesel Fuel Top Off Service for an amount not exceed \$ 600 (\$600 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be charged at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work: For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
- Failures of new parts installed by CPS: Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part(s).
- Renewal: This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
- This agreement may be cancelled by either party: With a ninety (90) day written notification.
- Limitation of Liability: Clifford Power Systems, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

**Commissioners Court - Regular Session**

**29.**

**Meeting Date:** 11/07/2017

Advertisement Approval IFB 1711 201 Shaving For Expo

**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 Shavings for Expo Center under IFB # 1711-201.

**Background**

Williamson County is seeking qualified vendors to provide bagged flaked and pellet pine shavings for bedding and livestock stall at the Expo Center. The Expo Center is located at 5350 Bill Pickett Trail Taylor, TX 76574

**Fiscal Impact**

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

**Attachments**

Bid Packet

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 11/02/2017

**Reviewed By**

Kerstin Hancock  
Wendy Coco

**Date**

11/02/2017 08:45 AM  
11/02/2017 08:51 AM  
Started On: 11/01/2017 04:13 PM

## **Solicitation 1711-201**

### **Shavings for Expo Center**

### **Bid Designation: Public**



**Williamson County, Texas**

## Bid 1711-201 Shavings for Expo Center

Bid Number 1711-201  
 Bid Title Shavings for Expo Center  
 Bid Start Date In Held  
 Bid End Date Nov 28, 2017 3:00:00 PM CST  
 Question & Answer End Date Nov 24, 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 vendors to provide bagged flaked and pellet pine shavings for bedding and livestock stall at the Expo Center. The Expo Center is located at 5350 Bill Pickett Trail Taylor, TX 76574**

### Item Response Form

Item 1711-201-01-01 - 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 1711-201 Shavings for Expo Center**

**BIDS MUST BE RECEIVED ON OR BEFORE:  
Nov 28, 2017 3:00:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:  
Nov 28, 2017 3:00:00 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.

### 3.11 REJECTION OR ACCEPTANCE.

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>

### 3.12 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.

### 3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 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 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 (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](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.

## **Scope Description**

### **Bagged Shavings**

Approx. lbs/bag:

# of bags/pallet

Compressed volumn ft<sup>3</sup>

Expanded or loose volume ft<sup>3</sup>

Moisture %

Number pallets per truck

Price per bag

Total price per truck load delivered

### **Bagged Pellets**

Approx. lbs/bag:

# of bags/pallet

Compressed volumn ft<sup>3</sup>

Expanded or loose volume ft<sup>3</sup>

Moisture %

Pellet size

Number of pallets per truck

Price per bag delivered

## 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<br/>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><br><b>For vendor or other person doing business with local governmental entity</b> |   | <b>Form</b><br><b>CIQ</b><br><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><br/>(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?<br/> <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?<br/> <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?<br/> <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:

## 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:

|                      |   |
|----------------------|---|
| <input type="text"/> | 5 |
|                      | 6 |

## Question and Answers for Bid #1711-201 - Shavings for Expo Center

### Overall Bid Questions

There are no questions associated with this bid.

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 11/07/2017

Purchahse of Police package vehicles for SO, fy18

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the purchase of 18 Police Interceptors with Caldwell Country Chevrolet, pursuant to Buyboard contract # 521-16, for the amount of \$919,242.00 to support the operations of the Williamson County Sheriff's Office.

**Background**

See attached quote for details.

**Fiscal Impact**

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

**Attachments**

[Car 1](#)

[Car 2](#)

[Car 3](#)

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 11:51 AM

Started On: 11/02/2017 11:31 AM

**CALDWELL COUNTRY**

**CHEVROLET & FORD**

**BUYBOARD BID 521-16**

End User: WILLIAMSON COUNTY

Caldwell Rep: MICHAEL WILEY

Contact: PAUL SWISHER

Phone/fax: 254-773-8824 / 254-773-8808

Phone/email: 512-943-3373 / pswisher@wilco.org

Date: Monday, October 23, 2017

Product Description: CHEVROLET TAHOE PPV

email: mwiley@caldwellcountry.com

A. Bid Series: 462

A. Base Price: \$ **31,435.00**

**B. Published Options [Itemize each below]**

| Code   | Options                      | Bid Price | Code | Options                 | Bid Price    |
|--------|------------------------------|-----------|------|-------------------------|--------------|
| C15706 | 2018 POLICE UTILITY 4X2      | INCL      | 7X6  | DRIVER SIDE SPOTLIGHT   | \$ 465.00    |
|        | 5.3L FFV V8; 6-SPD AUTOMATIC | INCL      | UTQ  | CONTENT THEFT DISABLE   | \$ 47.00     |
|        | CLOTH BUCKETS NO CONSOLE     | INCL      |      |                         |              |
|        | VINYL 2ND ROW SEAT           | INCL      | CAP  | CAPQ31798 EQUIPMENT PKG | \$ 18,222.00 |
|        | RUBBER FLOOR                 | INCL      |      |                         |              |
|        | FRONT AND REAR A/C           | INCL      |      |                         |              |
|        | AM/FM/CD BLUETOOTH           | INCL      |      |                         |              |
|        | CRUISE CONTROL               | INCL      |      |                         |              |
|        | POWER WINDOWS AND LOCKS      | INCL      |      |                         |              |
|        | DUAL BATTERIES               | INCL      |      |                         |              |
|        | LOCKING REAR DIFFERENTIAL    | INCL      |      |                         |              |

Total of B. Published Options: \$ **18,734.00**

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

| Options | Bid Price | Options                       | Bid Price |
|---------|-----------|-------------------------------|-----------|
|         |           | BLACK                         | COLOR     |
|         |           |                               |           |
|         |           | WITH INSTALLATION 90-120 DAYS | DELIVERY  |
|         |           | ESTIMATED                     |           |
|         |           |                               |           |

Total of C. Unpublished Options: \$ **-**

|   |                |               |
|---|----------------|---------------|
| D. Pre-delivery Inspection:                                     |                | \$ -          |
| E. Texas State Inspection:                                      |                | \$ -          |
| F. Manufacturer Destination/Delivery:                           |                |               |
| G. Floor Plan Interest (for in-stock and/or equipped vehicles): |                | \$ 900.00     |
| H. Lot Insurance (for in-stock and/or equipped vehicles):       |                | \$ -          |
| I. Contract Price Adjustment:                                   |                | \$ -          |
| J. Additional Delivery Charge:                                  | <u>0</u> miles | \$ -          |
| K. Subtotal:  |                | \$ 51,069.00  |
| L. Quantity Ordered <u>18</u> x K =                             |                | \$ 919,242.00 |
| M. Trade in:  |                | \$ -          |
| N. BUYBOARD FEE PER PURCHASE ORDER                              |                | \$ -          |
| O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE                       |                | \$ 919,242.00 |

**CALDWELL COUNTRY**

**CHEVROLET & FORD**

**BUYBOARD BID 521-16**

End User: WILLIAMSON COUNTY

Caldwell Rep: MICHAEL WILEY

Contact: PAUL SWISHER

Phone/fax: 254-773-8824 / 254-773-8808

Phone/email: 512-943-3373 / pswisher@wilco.org

Date: Monday, October 23, 2017

Product Description: CHEVROLET TAHOE PPV

email: mwiley@caldwellcountry.com

A. Bid Series: 462

A. Base Price: \$ **31,435.00**

**B. Published Options [Itemize each below]**

| Code                                  | Options                      | Bid Price | Code | Options                 | Bid Price           |
|---------------------------------------|------------------------------|-----------|------|-------------------------|---------------------|
| C15706                                | 2018 POLICE UTILITY 4X2      | INCL      |      |                         |                     |
|                                       | 5.3L FFV V8; 6-SPD AUTOMATIC | INCL      | UTQ  | CONTENT THEFT DISABLE   | \$ 47.00            |
|                                       | CLOTH BUCKETS NO CONSOLE     | INCL      |      |                         |                     |
|                                       | VINYL 2ND ROW SEAT           | INCL      | CAP  | CAPQ32068 EQUIPMENT PKG | \$ 19,970.55        |
|                                       | RUBBER FLOOR                 | INCL      |      |                         |                     |
|                                       | FRONT AND REAR A/C           | INCL      |      |                         |                     |
|                                       | AM/FM/CD BLUETOOTH           | INCL      |      |                         |                     |
|                                       | CRUISE CONTROL               | INCL      |      |                         |                     |
|                                       | POWER WINDOWS AND LOCKS      | INCL      |      |                         |                     |
|                                       | DUAL BATTERIES               | INCL      |      |                         |                     |
|                                       | LOCKING REAR DIFFERENTIAL    | INCL      |      |                         |                     |
| <b>Total of B. Published Options:</b> |                              |           |      |                         | <b>\$ 20,017.55</b> |

**C. Unpublished Options [Itemize each below, not to exceed 25%]**

\$= 0.0 %

| Options                                 | Bid Price | Options                       | Bid Price   |
|---|-----------|-------------------------------|-------------|
|   |           | TUNGSTEN METALLIC             | COLOR       |
|   |           |                               |             |
|   |           | WITH INSTALLATION 90-120 DAYS | DELIVERY    |
|   |           | ESTIMATED                     |             |
|   |           |                               |             |
| <b>Total of C. Unpublished Options:</b> |           |                               | <b>\$ -</b> |

D. Pre-delivery Inspection:

\$ -

E. Texas State Inspection:

\$ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ 900.00

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles

\$ -

K. Subtotal:

\$ 52,352.55

L. Quantity Ordered 1 x K =

\$ 52,352.55

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ 52,752.55



# CAP FLEET UPFITTERS

## Quote

CAP Fleet Upfitters, LLC  
4715 S General Bruce Drive  
Temple, TX 76502  
Phone: 254-773-1959

Date 10/23/2017  
Quote # CAPQ31798

Name / Address  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Ship to:  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Salesperson: Joe Hildebrand  
Email : joe@capfleetupfitters.com  
VIN :  
End User: WILLIAMSON COUNTY

Year : 2018  
Make : Chevrolet  
Model : Tahoe

Notes

WILLIAMSON CO. PATROL TAHOES (18)

| Part #          | Qty | Description   | Unit Price  | Total       |
|-----------------|-----|---|-------------|-------------|
|                 |     | TRAFFIC QTY. 18   |             |             |
| P46SLC          | 1   | PAR-46 SUPER-LED SPOT LT 12V  | \$ 132.02   | \$ 132.02   |
| VALR51S-TX2     | 1   | VALOR 51" LIGHTBAR WITH SSP3000B, ESC100C, AND  | \$ 2,671.42 | \$ 2,671.42 |
| SSP3000B        | 1   | SMARTSIREN PLATINUM 3000 SIREN/CONTROLLER   | \$ 0.00     | \$ 0.00     |
| ES100C          | 1   | FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING. 100W   | \$ 0.00     | \$ 0.00     |
| ESB-U           | 1   | FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET   | \$ 0.00     | \$ 0.00     |
| HKB-LPCHGR11    | 1   | HOOK MOUNT FOR FEDERAL LIGHTBAR   | \$ 0.00     | \$ 0.00     |
| MPS620U-BR      | 2   | MICRO PULSE LIGHTHEAD RED/BLUE  | \$ 78.00    | \$ 156.00   |
|                 |     | NOTES: UNDER LIFT GATE  |             |             |
| MPS1220U-BR     | 4   | MICROPULSE ULTRA 12 DUAL COLOR SURFACE MOUNT RED/BLUE   | \$ 114.00   | \$ 456.00   |
|                 |     | NOTES: 2 IN EA. SIDE CARGO GLASS  |             |             |
| MPSM12-DL       | 2   | MPS1220 SIDE BY SIDE L BRACKET  | \$ 12.00    | \$ 24.00    |
| FHL-CHG         | 1   | HEADLIGHT FLASHER 2017 TAHOE  | \$ 47.63    | \$ 47.63    |
| FHL-TAIL        | 1   | FLASHER,REAR,ALTERNATING  | \$ 44.10    | \$ 44.10    |
| 38537           | 1   | Rear Window Guards, Black, Chevrolet Tahoe, 2015-2016   | \$ 162.16   | \$ 162.16   |
| 475-0865        | 1   | Space Creator - High Security/High Visibility (includes Center HSEP ONLY), GM/CHEVY Tahoe PPV/Silverado | \$ 538.32   | \$ 538.32   |
|                 |     | HSEP - 2P (VP9 BDRH Only), GM/CHEVY Tahoe 15+   |             |             |
| 475-0888        | 1   | Standard Transport Seat w/ 7 Ga. Steel Screen Window  | \$ 77.83    | \$ 77.83    |
| S5705T15OSB     | 1   | Cargo Barrier, and Outboard Seat Belts  | \$ 1,150.00 | \$ 1,150.00 |
| FBHKSA16ZSN1K2  | 1   | FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD-MON. BLK-THRU-HOLE-WIFI/WIFI/GPS ANT. CENTER                 | \$ 4,915.50 | \$ 4,915.50 |
|                 |     | CAMERA, REAR SEAT, IR KIT, NO INTEGRATED  |             |             |
| MVD-IR-CAM4     | 1   | Back up battery and crash sensor kit assembly for use   | \$ 295.50   | \$ 295.50   |
| CBS-KA          | 1   | with Flashback DVRs.  | \$ 235.00   | \$ 235.00   |
| C-VS-2000-TAH-2 | 1   | HAVIS VEH. SPEC. 2015+ TAHOE CONSOLE 20" LONG, 12.5" WIDE   | \$ 395.79   | \$ 395.79   |
| C-CUP2-I-A06    | 1   | Dual 6? angled Internal cup holders   | \$ 26.66    | \$ 26.66    |
| C-ARM-102       | 1   | Side mount armrest  | \$ 44.09    | \$ 44.09    |
| C-HDM-204       | 1   | 8.5" Heavy Duty Telescoping Pole, side mount, short   | \$ 109.40   | \$ 109.40   |
| C-MD-119        | 1   | ACTADP,HDM,SLIDE,TS,SP  | \$ 192.28   | \$ 192.28   |
| DS-PAN-112      | 1   | Docking station: Panasonic Toughbook 30/31  | \$ 660.20   | \$ 660.20   |
| GK10342UHKSVC   | 1   | Dual T-Rail Mount 2 Universal XL , Handcuff Key Override  | \$ 329.24   | \$ 329.24   |
| PBX04           | 1   | Tahoe Push Bumper   | \$ 287.28   | \$ 287.28   |



# CAP FLEET UPFITTERS

## Quote

CAP Fleet Upfitters, LLC  
4715 S General Bruce Drive  
Temple, TX 76502  
Phone: 254-773-1959

Date: 10/23/2017  
Quote #: CAPQ31798

Name / Address  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Ship to:  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Salesperson: Joe Hildebrand  
Email: joe@capfleetupfitters.com  
VIN:  
End User: WILLIAMSON COUNTY

Year: 2018  
Make: Chevrolet  
Model: Tahoe

**Notes**

WILLIAMSON CO. PATROL TAHOES (18)

| Part #      | Qty | Description  | Unit Price  | Total       |
|-------------|-----|--|-------------|-------------|
| PBX-PIT04   | 1   | Pit Bar for Bumper Tahoe   | \$ 287.28   | \$ 287.28   |
| PBX-TC4L-4  | 1   | Four Light Top Channel for Tahoe   | \$ 14.44    | \$ 14.44    |
| PBXW-TAH15  | 1   | Push Bumper Wing Wrap  | \$ 162.00   | \$ 162.00   |
| MPS620U-RW  | 2   | MICROPULSE 620 ULTRA 12 LED DUAL COLOR<br>LIGHTHEAD 6 RED/6 WHITE<br>NOTES: PUSH BAR TOP RAIL        | \$ 78.00    | \$ 156.00   |
| MPS620U-BW  | 2   | MICROPULSE 620 ULTRA 12 LED DUAL COLOR<br>LIGHTHEAD 6 BLUE/6 WHITE<br>NOTES: PUSH BAR TOP RAIL       | \$ 78.00    | \$ 156.00   |
| 416900-RB   | 2   | Dual Color Corner LED with in-line flasher Red/Blue<br>NOTES: MOUNTED EACH SIDE OF P/B               | \$ 64.09    | \$ 128.18   |
| RUMBLER-3   | 1   | RUMBLER  | \$ 411.01   | \$ 411.01   |
| RB-TAH15    | 1   | MOUNTING BRKT FOR RUMBLER  | \$ 29.40    | \$ 29.40    |
| MPS1220U-BR | 2   | MICROPULSE ULTRA 12 DUAL COLOR SURFACE<br>MOUNT RED/BLUE<br>NOTES: MOUNTED EA. SIDE OF REAR LIC. PLT | \$ 114.00   | \$ 228.00   |
| 20602       | 1   | SL-20L WITH 12V DC NICD  | \$ 105.67   | \$ 105.67   |
| 75812       | 1   | STINGER DS LED WITH DC   | \$ 97.60    | \$ 97.60    |
| P47-301     | 1   | COPBOX PATROL CARGO BOX 47"X16"X30"  | \$ 1,596.00 | \$ 1,596.00 |
| TINT        | 1   | TINT, FRONT WINDOWS ONLY   | \$ 75.00    | \$ 75.00    |
| INSTALL     | 1   | Installation   |             |             |
| LABOR       | 1   | LABOR<br>NOTES: run customer supplied antennas and coax for<br>radio and Cradlepoint                 | \$ 1,350.00 | \$ 1,350.00 |
| SSUPPLY     | 1   | SHOP SUPPLIES  | \$ 85.00    | \$ 85.00    |
| CAPHARNESS  | 1   | CAP FLEET WRING HARNESS  | \$ 130.00   | \$ 130.00   |
| SHIP        | 1   | SHIPPING & HANDLING  | \$ 230.00   | \$ 230.00   |
| DEALER      | 1   | DEALER PREP  | \$ 0.00     | \$ 0.00     |
| INSPECT     | 1   | ALL CAP FLEET INSTALLATIONS COME WITH AGENCY<br>LIFETIME WARRANTY                                    | \$ 30.00    | \$ 30.00    |



# CAP FLEET UPFITTERS

## Quote

CAP Fleet Upfitters, LLC  
4715 S General Bruce Drive  
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Phone: 254-773-1959

Date 10/23/2017  
Quote # CAPQ31798

Name / Address  
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PO BOX 27  
CALDWELL, TX 78836

Ship to:  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836


Salesperson: Joe Hildebrand  
Email : joe@capfleetupfitters.com  
VIN :  
End User: WILLIAMSON COUNTY

Year : 2018  
Make : Chevrolet  
Model : Tahoe

### Notes

WILLIAMSON CO. PATROL TAHOES (18)

**APPROVED FOR PAYMENT  
L.E. BUREAU CHIEF, ROY FIKAC**

  
\_\_\_\_\_  
SIGNATURE

10/26/17  
\_\_\_\_\_  
DATE

|              |                     |
|--------------|---------------------|
| Subtotal     | \$ 18,222.00        |
| Tax          | \$ 0.00             |
| <b>Grand</b> | <b>\$ 18,222.00</b> |

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

[WWW.CAPFLEETUPFITTERS.COM](http://WWW.CAPFLEETUPFITTERS.COM)



# Quote

CAP Fleet Upfitters, LLC  
 4715 S General Bruce Drive  
 Temple, TX 76502  
 Phone: 254-773-1959

Date: 10/23/2017  
 Quote #: CAPQ32068

Name / Address  
 CALDWELL COUNTRY CHEVROLET  
 PO BOX 27  
 CALDWELL, TX 78836

Ship to:  
 CALDWELL COUNTRY CHEVROLET  
 PO BOX 27  
 CALDWELL, TX 78836

Salesperson: Joe Hildebrand  
 Email: joe@capfleetupfitters.com  
 VIN:  
 End User: WILLIAMSON COUNTY

Year: 2018  
 Make: Chevrolet  
 Model: Tahoe

**Notes**

**INTERDICTION K9 TAHOE (GUN METAL GRAY) NO SPOTLIGHT**

| Part #         | Qty | Description   | Unit Price  | Total       |
|----------------|-----|---|-------------|-------------|
|                |     | INTERDICTION K9   |             |             |
| EZ1T           | 1   | Ray Allen Chevy Tahoe K9 Transport Insert<br>NOTES: EZ1T-2015   | \$ 1,989.20 | \$ 1,989.20 |
| F3-D           | 1   | K9 DEPLOYMENT AND HEAT ALARM SYSTEM WITH  | \$ 1,025.00 | \$ 1,025.00 |
| PBX04          | 1   | Tahoe Push Bumper   | \$ 287.28   | \$ 287.28   |
| PBX-TC4L-4     | 1   | Four Light Top Channel for Tahoe  | \$ 14.44    | \$ 14.44    |
| MPS620U-RW     | 2   | MICROPULSE 620 ULTRA 12 LED DUAL COLOR<br>LIGHthead 6 RED/ 6 WHITE<br>NOTES: FRONT DRIVER SIDE OF PUSH BUMPER         | \$ 78.00    | \$ 156.00   |
| MPS620U-BW     | 2   | MICROPULSE 620 ULTRA 12 LED DUAL COLOR<br>LIGHthead 6 BLUE/6 WHITE<br>NOTES: FRONT PASSENGER SIDE OF PUSH BUMPER      | \$ 78.00    | \$ 156.00   |
| MPS620U-BR     | 2   | MICRO PULSE LIGHthead RED/BLUE<br>NOTES: SIDE MIRRORS   | \$ 78.00    | \$ 156.00   |
| MPSM6U-SPACRKT | 2   | MPS6U, (4) 5-DEGREE SPACER WEDGES   | \$ 15.26    | \$ 30.52    |
| 416900-RB      | 2   | Dual Color Corner LED with in-line flasher Red/Blue<br>NOTES: 1 EACH SIDE OF PUSH BUMPER                              | \$ 64.09    | \$ 128.18   |
| MPS620U-BR     | 6   | MICRO PULSE LIGHthead RED/BLUE<br>NOTES: RUNNING BOARDS (3) EACH SIDE   | \$ 78.00    | \$ 468.00   |
| SIFZS-3076932  | 1   | "Split" Front Headliner, (4) 4" Red/White LED reflectors, (4)<br>4" Blue/White LED reflectors, w/out interface module | \$ 652.70   | \$ 652.70   |
| FHL-CHG        | 1   | HEADLIGHT FLASHER 2017 TAHOE  | \$ 47.63    | \$ 47.63    |
| FHL-TAIL       | 1   | FLASHER,REAR,ALTERNATING  | \$ 44.10    | \$ 44.10    |
| 416900-RB      | 2   | Dual Color Corner LED with in-line flasher Red/Blue<br>NOTES: REVERSE TAILLIGHT INSERTS                               | \$ 64.09    | \$ 128.18   |
| MPS1220U-BR    | 4   | MICROPULSE ULTRA 12 DUAL COLOR SURFACE<br>MOUNT RED/BLUE<br>NOTES: 2 IN EA. SIDE CARGO GLASS                          | \$ 114.00   | \$ 456.00   |
| MPSM12-DL      | 2   | MPS1220 SIDE BY SIDE L BRACKET  | \$ 12.00    | \$ 24.00    |
| SSP3000B       | 1   | SMARTSIREN PLATINUM 3000 SIREN/CONTROLLER   | \$ 885.00   | \$ 885.00   |
| ES100C         | 1   | FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE<br>HOUSING. 100W  | \$ 180.00   | \$ 180.00   |
| ESB-U          | 1   | FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET   | \$ 23.52    | \$ 23.52    |
| RUMBLER-3      | 1   | RUMBLER   | \$ 411.01   | \$ 411.01   |
| RB-TAH15       | 1   | MOUNTING BRKT FOR RUMBLER   | \$ 29.40    | \$ 29.40    |
| MPS620U-BR     | 2   | MICRO PULSE LIGHthead RED/BLUE<br>NOTES: UNDER SIDE OF REAR LIFT GATE   | \$ 78.00    | \$ 156.00   |



# CAP FLEET UP FITTERS

## Quote

CAP Fleet Upfitters, LLC  
4715 S General Bruce Drive  
Temple, TX 76502  
Phone: 254-773-1959

Date: 10/23/2017  
Quote #: CAPQ32068

Name / Address  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Ship to:  
CALDWELL COUNTRY CHEVROLET  
PO BOX 27  
CALDWELL, TX 78836

Salesperson: Joe Hildebrand  
Email: joe@capfleetupfitters.com  
VIN:  
End User: WILLIAMSON COUNTY

Year: 2018  
Make: Chevrolet  
Model: Tahoe

### Notes

INTERDICTION K9 TAHOE (GUN METAL GRAY) NO SPOTLIGHT

| Part #              | Qty | Description  | Unit Price  | Total       |
|---------------------|-----|--|-------------|-------------|
| MPS1220U-BR         | 2   | MICROPULSE ULTRA 12 DUAL COLOR SURFACE MOUNT RED/BLUE<br>NOTES: BOTH SIDES OF REAR LICENSE PLATE             | \$ 114.00   | \$ 228.00   |
| CNSM8R-2654681      | 1   | CN SIGNAL MASTER 8 HEAD REAR DUO<br>NOTES: R/A - B/A   | \$ 685.70   | \$ 685.70   |
| CNSM-UM             | 1   | KIT UNIV MNT, CN SML   | \$ 30.00    | \$ 30.00    |
| OPC-CTU-20-47-36-DY | 1   | Custom Chevy Tahoe Drawer Unit with stacked drawer configuration 20"H x 47"W x 36"D                          | \$ 1,753.00 | \$ 1,753.00 |
| FBHKS16ZSN1K2       | 1   | FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD, MON, BLK-THRU-HOLE-WIFI/WIF/GPS ANT, CENTER CONSOLE/OH           | \$ 4,915.50 | \$ 4,915.50 |
| MVD-IR-CAM4         | 1   | CAMERA, REAR SEAT, IR KIT, NO INTEGRATED   | \$ 295.50   | \$ 295.50   |
| GBS-KA              | 1   | Back up battery and crash sensor kit assembly for use with Flashback DVRs.                                   | \$ 235.00   | \$ 235.00   |
| 20602               | 1   | SL-20L WITH 12V DC NICD  | \$ 105.67   | \$ 105.67   |
| 75812               | 1   | STINGER DS LED WITH DC   | \$ 97.60    | \$ 97.60    |
| C-VS-2000-TAH-2     | 1   | HAVIS VEH. SPEC. 2015+ TAHOE CONSOLE 20" LONG, 12.5" WIDE  | \$ 395.79   | \$ 395.79   |
| C-CUP2-I-A06        | 1   | Dual 6? angled Internal cup holders  | \$ 26.66    | \$ 26.66    |
| C-ARM-102           | 1   | Side mount armrest   | \$ 44.09    | \$ 44.09    |
| C-HDM-204           | 1   | 8.5" Heavy Duty Telescoping Pole, side mount, short  | \$ 109.40   | \$ 109.40   |
| C-MD-119            | 1   | ACTADP, HDM, SLIDE, TS, SP   | \$ 200.28   | \$ 200.28   |
| DS-PAN-112          | 1   | Docking station: Panasonic Toughbook 30/31   | \$ 660.20   | \$ 660.20   |
| TINT3               | 1   | TINT, ALL WINDOWS, LIMO<br>NOTES: front 2 windows at 15% only<br>visor tint across front window<br>rest limo | \$ 265.00   | \$ 265.00   |
| INSTALL             | 1   | Installation   |             |             |
| LABOR               | 1   | LABOR<br>NOTES: no antennas roof mounted; L3 antenna mount to  | \$ 1,850.00 | \$ 1,850.00 |
| SSUPPLY             | 1   | SHOP SUPPLIES  | \$ 85.00    | \$ 85.00    |
| CAPHARNASS          | 1   | CAP FLEET WIRING HARNESS   | \$ 130.00   | \$ 130.00   |
| SHIP                | 1   | SHIPPING & HANDLING  | \$ 380.00   | \$ 380.00   |
| DEALER              | 1   | DEALER PREP  | \$ 0.00     | \$ 0.00     |
| INSPECT             | 1   | ALL CAP FLEET INSTALLATIONS COME WITH AGENCY LIFETIME WARRANTY   | \$ 30.00    | \$ 30.00    |



# CAP FLEET UPFITTERS

## Quote

CAP Fleet Upfitters, LLC  
4715 S General Bruce Drive  
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Salesperson: Joe Hildebrand  
Email : joe@capfleetupfitters.com  
VIN :  
End User: WILLIAMSON COUNTY

Year : 2018  
Make : Chevrolet  
Model : Tahoe

### Notes

INTERDICTION K9 TAHOE (GUN METAL GRAY) NO SPOTLIGHT

**APPROVED FOR PAYMENT**  
**L.E. BUREAU CHIEF, ROY FIKAC**

SIGNATURE

10/26/17

DATE

|              |                     |
|--------------|---------------------|
| Subtotal     | \$ 19,970.55        |
| Tax          | \$ 0.00             |
| <b>Grand</b> | <b>\$ 19,970.55</b> |

This quote is good for 30 days from date of quote.

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

[WWW.CAPFLEETUPFITTERS.COM](http://WWW.CAPFLEETUPFITTERS.COM)

**Commissioners Court - Regular Session**

**31.**

**Meeting Date:** 11/07/2017

EMS Budget Amendment 11-07-2017

**Submitted For:** Melanie Denny

**Submitted By:** Angela Schmidt, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Emergency Medical Services (EMS).

**Background**

EMS is moving a station to Round Rock at 2721 Sam Bass Rd, Fire Station No. 9. The County will pay the City of Round Rock up to \$120,000.00 for construction costs to make the necessary improvements for an ambulance bay. To fund the construction costs, the County received in FY 2017 from Williamson County ESD #1 a payment in the amount of \$128,333.33 for the termination of the agreement between ESD #1 and the County as requested by ESD #1. The prior year reimbursement provides the funding for the construction costs of the new station.

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b> | <b>Amount</b> |
|----------------|------------------|--------------------|---------------|
|                | 0100.0540.004712 | Joint Facility Use | \$120,000.00  |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Angela Schmidt

Final Approval Date: 10/31/2017

**Reviewed By**

Wendy Coco

**Date**

10/31/2017 07:59 AM

Started On: 10/30/2017 04:54 PM

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 11/07/2017

Budget Amendment request for Mobile Outreach Team

**Submitted For:** Annie Burwell

**Submitted By:** Jeanne Williby, Outreach

**Department:** Outreach

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment to add a budget line item for Vehicle Insurance Deductible for Mobile Outreach Team.

**Background**

**Fiscal Impact**

| <b>From/To</b> | <b>Acct No.</b>  | <b>Description</b>           | <b>Amount</b> |
|----------------|------------------|------------------------------|---------------|
| To:            | 0100-0341-004415 | Vehicle Insurance Deductible | 1000.00       |

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 08:28 AM

Started On: 11/01/2017 03:40 PM

**Commissioners Court - Regular Session**

**33.**

**Meeting Date:** 11/07/2017

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 |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM

Started On: 11/02/2017 09:21 AM

**Commissioners Court - Regular Session**

34.

**Meeting Date:** 11/07/2017

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 |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/02/2017

**Reviewed By**

Wendy Coco

**Date**

11/02/2017 09:39 AM

Started On: 11/02/2017 09:20 AM