

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**NOVEMBER 21ST, 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 – 15 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$49,000
To	0100-0509-004509	Facilities/Fac. Enhancement	\$49,000

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.3010	Computer Equipment	\$8,469.22
To	0100.0554.3010	Computer Equipment	\$8,469.22

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

8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
9. Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$1500 from Celebration Church pursuant to Tex. Gov't Code 81.032.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (8) Desks, (1) Credenza, (1) File shelf, (1) Bookcase, (20) Chairs, (1) Barcode Scanner, (2) Easels, (1) Computer, (1) Mouse, (1) Scanner, (1) Printer, (2) Pictures with frames, (1) Table, (1) Microwave, (1) Vacuum, (1) TV, (1) Hard drive, (1) Monitor stand, (1) Chair mat, (1) File cabinet, and (6) Light poles (see attached lists) pursuant to Tx. Local Gov't Code 263.152.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Bulletin Board, (1) Shelving Unit, (2) 4-Drawer file cabinets, (2) Office Chairs, (1) Bookshelf, (1) Desk w/return and Upper Storage Unit (see attached lists) pursuant to Tx. Local Govt Code 263.152.
12. Consider approving property tax refunds over \$2,500.00 for the month of October 2017 for the Williamson County Tax Assessor/Collector.
13. Consider approving property tax collections for the month of October 2017 for the Williamson County Tax Assessor/Collector.
14. Discuss, consider and take appropriate action approving Motor Vehicle Bills of Sale for four vehicles being transferred from the Williamson County & Cities Health District to Williamson County for operation and use in Williamson County's Onsite Sewage Facility regulation within Williamson County, Texas.
15. Discuss, consider and take appropriate action on Work Authorization No. 6 in the amount of \$50,000 to expire on November 30, 2018 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations for Williamson County Road and Bridge.

## **REGULAR AGENDA**

16. Discuss, consider and take appropriate action on recognizing November as Pancreatic Cancer and Prostate Cancer Awareness month.
17. Receive and acknowledge the November 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
18. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
19. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order # 21 from Flintco LLC in the amount of (\$325,637.50) for receiving contingency and buyout savings credits and for additional close-out scopes of work. This change order work is being funded by the Construction Managers Contingency. The change order credits are being funded by the Construction Managers Contingency, Owners Construction Contingency and Buyout Savings.



20. Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$550,000 from 2013 Road Non-Departmental (P290) to CR 305 @ IH35 Phase 1 (P306) of \$450,000 and Bagdad Road @ CR 278 of \$100,000.
21. Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra, Section 10 Phase 3 - Pct 3
22. Discuss, consider and take appropriate action regarding a request by Judge Kennon to allocate Room 106 of the Justice Center for use by the Sheriff's Office.
23. Discuss, consider and take appropriate action on a Resolution for the TXDOT Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System in regards to the CR 456 truss bridge in Copeland.
24. Discuss, consider and take appropriate action on an Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System with TXDOT in regards to the CR 456 truss bridge in Copeland.
25. Discuss, consider and take appropriate action on a Real Estate Contract with NSJS Limited Partnership for right of way needed on the SH 29 @ D.B. Wood Rd. project (Parcel 4) Funding source Road Bond P237
26. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements relating to the CR 305 Project. Road Bond Funding Source P306
27. Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD. for right of way needed on the CR 110 Middle project (Parcel 6M). Road Bond Funding Source P261
28. Discuss, consider and take appropriate action on a Real Estate Contract with Timothy L. Kennedy for right of way needed on the CR 176 @ RM 2243 project. (Parcel 2) Road Bond Funding Source P241
29. Discuss, consider and take appropriate action on a Chapter 381 Economic Development Program and Agreement with Lone Star Tangible Assets LP.
30. Discuss, consider and take appropriate action in relation to an Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 submitted by the Applicant, Lealco, Inc., to the Texas Commission on Environmental Quality.
31. Discuss, consider, and take appropriate action on reappointing Paulette McConchie, Rochelle Hall-Schwartz, and Rebecca O' Bryan Lieb to the Williamson County Child Welfare Board for the next three year term.
32. Discuss, consider, and take appropriate action on appointing Joy Alexander and Delia Cruz to the Williamson County Child Welfare Board for the three year term from October 2017 through September 2020.
33. Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. to complete hardware refresh of the NICE recording platform for integration and compatibility with the new CISCO VoIP phone platform. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).

34. Discuss, consider and take appropriate action on approving Catherine Roberts as the Williamson County representative for both Region 49, 700 MHz Regional Public Safety and the 800 MHz (NPSPAC) Regional Public Safety committee position.
35. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for the Sale of Home at Berry Springs Park and Preserve under RFP # 1711-202.
36. Discuss, consider and take appropriate action on approving second extension of contract #1510-018 - Fuel, for renewal option period 12/01/2017 - 11/30/2018 for the same contract terms and conditions, with Triple S Fuels, a Division of Texas Enterprises, Inc.
37. Discuss, consider and take appropriate action on approving the Williamson County Pollution Liability coverage with AIG - Storage Tank Third Party Liability, TankGuard Warranty for Policy Number PLC000168373 for the term of 12/18/17 - 12/18/18.
38. Discuss, consider and take appropriate action on authorizing Knight Security Systems to perform installation of access card readers and video surveillance systems relating to the North Campus Project pursuant to DIR contract # DIR-TSO-3430, for a total cost of \$121,671.26, and authorizing the execution of the service agreement.

#### **EXECUTIVE SESSION**

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

39. 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
40. 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 SH 29 @ DB Wood.
- 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.
- n) Discuss the Interlocal Agreement with BRA for CR 305
- o) Discuss a TXDOT AFA for the CR 456 truss bridge in Copeland.
- p) Discuss the Inner Loop Maintenance Facility drainage easements and deed to the City of Georgetown

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

- 41.** 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. Hurdsmen 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) Williamson County Sheriff's Office Training Center construction issues.
- r) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
- t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
- u) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
- v) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas

- 42.** 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).
- 43.** 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)

- 44.** Discuss and take appropriate action concerning economic development.
- 45.** Discuss and take appropriate action concerning real estate.
- 46.** 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 419<sup>th</sup> 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) Williamson County Sheriff's Office Training Center construction issues.
- r) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232
- t) Medical subrogation lien settlement offer related to covered person in County's health benefits plan.
- u) Proposed Interlocal Agreement with ESD #2 relating to EMS Housing
- v) Cause No. D-1-GN-005913, City of Cedar Park, Texas and Burleson Ranch v. Public Utility Commission of Texas, District Court of Travis County, Texas

- 47. 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.
- 48. Comments from Commissioners.

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Dan A. Gattis, County Judge

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

**Commissioners Court - Regular Session****5.****Meeting Date:** 11/21/2017

Line Item Transfer

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

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**Information****Agenda Item**

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

**Background**

On the November 14, 2017 agenda, item #37 was approved by the Court to create conference room space and provide for a single controlled entrance for the District Attorney's Office. This funding will cover the approved item.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$49,000
To	0100-0509-004509	Facilities/Fac. Enhancement	\$49,000

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 11/14/2017

**Reviewed By**

Wendy Coco

**Date**

11/14/2017 03:11 PM

Started On: 11/14/2017 01:48 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 11/21/2017

Line Item Transfer For County Sheriff

**Submitted For:** Robert Chody**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

The line item transfer is needed in order to pay for 2 CF-31 Toughbook computers that were originally requested by Constable Pct 4's Office. Constable Pct. 4's Office determined that they would rather have the CF-33 Toughbook but were unable to return the original computers. The Sheriff's Office was in the process of obtaining quotes for replacement computers when we were advised there were computers at Constable Pct 4's office.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0560.3010	Computer Equipment	\$8,469.22
To	0100.0554.3010	Computer Equipment	\$8,469.22

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Peggy Braun

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/15/2017 04:41 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 11/21/2017

Compensation Items

**Submitted For:** Tara Raymore**Submitted By:** Kristy Sutton, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Comp ItemMerit LIT 11.21.17FY18 Merit C4

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**Form Review****Inbox**

Human Resources (Originator)  
County Judge Exec Asst.  
Form Started By: Kristy Sutton  
Final Approval Date: 11/16/2017

**Reviewed By**

Tammy Fennell  
Wendy Coco

**Date**

11/16/2017 11:50 AM  
11/16/2017 12:06 PM  
Started On: 11/16/2017 11:15 AM



Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Earliest Oracle Effective Date
Juvenile Services	1129	Vacant	\$38,766.27	\$37,401.83	-\$1,364.44	-3.52%	Decrease vacant position salary	11/21/2017
Juvenile Services	1068	Vacant	\$34,453.16	\$35,817.60	\$1,364.44	3.96%	Increase vacant position salary from PCN 1129 to accommodate external hire	11/21/2017
Juvenile Services	1129	Vacant	\$37,401.83	\$36,037.39	-\$1,364.44	-3.65%	Decrease vacant position salary	11/21/2017
Juvenile Services	1739	Vacant	\$34,453.16	\$35,817.60	\$1,364.44	3.96%	Increase vacant position salary from PCN 1129 to accommodate external hire	11/21/2017
District Clerk	0757	14305	\$39,910.10	\$35,124.42	-\$4,785.68	-11.99%	Decrease position surplus salary	11/17/2017
District Clerk	1800	Vacant	\$30,307.16	\$32,700.00	\$2,392.84	7.90%	Increase vacant position salary from PCN 0757 to accommodate internal transfer	11/17/2017
District Clerk	1799	Vacant	\$30,307.16	\$32,700.00	\$2,392.84	7.90%	Increase vacant position salary from PCN 0757 to accommodate internal transfer	11/17/2017
District Clerk	0751	Vacant	\$37,783.87	\$34,309.58	-\$3,474.29	-9.20%	Decrease vacant position salary	11/17/2017
District Clerk	1798	Vacant	\$30,307.16	\$33,781.45	\$3,474.29	11.46%	Increase vacant position salary from PCN 0751 to accommodate internal transfer	11/17/2017
Road and Bridge	1529	Vacant	33,500.00	33,835.00	335.00	1.00%	Correction due to COLA allocation.	11/17/2017

\*Amount may vary slightly due to Oracle rounding

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	8006	001130		37561.91
01	0100	8006	002010		2873.49
01	0100	8006	002020		5236.13
01	0100	0509	001100	37561.91	
01	0100	0509	002010	2873.49	
01	0100	0509	002020	5236.13	
01	0100	0576	001130		514.13
01	0100	0576	001100	514.13	
01	0200	0210	001130		169328.53
01	0200	0210	001100	169328.53	

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date
Building Maintenance	Office Adm Bldg.0247.001100.	13361	\$45,440.36	\$900.00	1.98	\$46,340.36	MERIT	11/17/2017
Building Maintenance	Contract Coordinator I.0224.001100.	4507	\$58,395.74	\$2,900.04	4.97	\$61,295.78	MERIT	11/17/2017
Building Maintenance	HVAC Tech II.0226.001100.	12081	\$42,696.37	\$849.99	1.99	\$43,546.36	MERIT	11/17/2017
Building Maintenance	Electrician Journeyman I.0244.001100.	13462	\$53,821.33	\$1,900.00	3.53	\$55,721.33	MERIT	11/17/2017
Building Maintenance	Master Electrician.1724.001100.	13360	\$64,683.71	\$2,000.01	3.09	\$66,683.72	MERIT	11/17/2017
Building Maintenance	Access Control Tech II.0234.001100.	13369	\$35,713.64	\$1,785.68	5.00	\$37,499.32	MERIT	11/17/2017
Building Maintenance	General Maint Tech I.0240.001100.	11311	\$35,462.54	\$1,230.01	3.47	\$36,692.55	MERIT	11/17/2017
Building Maintenance	General Maint Tech II.0229.001100.	13018	\$36,706.63	\$1,799.99	4.90	\$38,506.62	MERIT	11/17/2017
Building Maintenance	Jail Maintenance Tech II.0237.001100.	5630	\$38,359.17	\$1,140.01	2.97	\$39,499.18	MERIT	11/17/2017
Building Maintenance	Jail Maintenance Supervisor I.0227.001100.	12676	\$44,137.86	\$2,200.01	4.98	\$46,337.87	MERIT	11/17/2017
Building Maintenance	Projects Manager IV.1725.001100.	13445	\$68,971.24	\$2,730.00	3.96	\$71,701.24	MERIT	11/17/2017
Building Maintenance	HVAC Tech II.0246.001100.	13156	\$38,582.02	\$1,700.00	4.41	\$40,282.03	MERIT	11/17/2017
Building Maintenance	Operations III.0231.001100.	3713	\$53,843.57	\$1,499.99	2.79	\$55,343.56	MERIT	11/17/2017
Building Maintenance	Project Manager II.0228.001100.	5038	\$60,702.98	\$2,200.12	3.62	\$62,903.10	MERIT	11/17/2017
Building Maintenance	Jail Maint Tech I.0241.001100.	14094	\$33,428.30	\$1,600.00	4.79	\$35,028.30	MERIT	11/17/2017
Building Maintenance	HVAC Tech II.0225.001100.	13440	\$39,087.05	\$1,160.00	2.97	\$40,247.04	MERIT	11/17/2017
Building Maintenance	Access Control Spvr I.0230.001100.	5013	\$51,303.49	\$1,400.01	2.73	\$52,703.50	MERIT	11/17/2017
Building Maintenance	General Maint Tech I.0238.001100.	13208	\$35,242.15	\$1,750.01	4.97	\$36,992.16	MERIT	11/17/2017
Building Maintenance	Jail Maintenance Tech II.0233.001100.	5874	\$38,456.81	\$1,141.00	2.97	\$39,597.81	MERIT	11/17/2017
Building Maintenance	Jail Maintenance Tech I.0235.001100.	13465	\$33,434.21	\$1,650.00	4.94	\$35,084.21	MERIT	11/17/2017
Building Maintenance	HVAC Supervisor I.1630.001100.	4673	\$59,711.08	\$2,900.04	4.86	\$62,611.12	MERIT	11/17/2017
Building Maintenance	General Maintenance Tech II.0232.001100.	10097	\$37,862.03	\$1,125.01	2.97	\$38,987.04	MERIT	11/17/2017
Juvenile Services	Juv Detn Super.1137.001100.	5472	\$51,414.19	\$514.13	1.00	\$51,928.32	MERIT	11/17/2017
Unified Road Systems	Operator I.1519.001100.	14346	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Operator II.1530.001100.	13012	\$36,663.06	\$1,100.01	3.00	\$37,763.07	MERIT	11/17/2017
Unified Road Systems	Senior Engineer I.1606.001100.	12593	\$100,313.20	\$4,000.10	3.99	\$104,313.30	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1594.001100.	5884	\$45,951.36	\$1,499.99	3.26	\$47,451.35	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1583.001100.	11669	\$43,238.69	\$1,900.00	4.39	\$45,138.68	MERIT	11/17/2017
Unified Road Systems	Senior Engineer I.1498.001100.	14072	\$95,950.14	\$1,799.98	1.88	\$97,750.12	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1534.001100.	12208	\$36,360.02	\$1,799.99	4.95	\$38,160.01	MERIT	11/17/2017
Unified Road Systems	Engineer II.1508.001100.	14130	\$85,850.18	\$4,200.04	4.89	\$90,050.22	MERIT	11/17/2017
Unified Road Systems	Operator V R&B.1601.001100.	3313	\$48,926.03	\$2,200.00	4.50	\$51,126.03	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1538.001100.	12009	\$36,729.78	\$1,199.99	3.27	\$37,929.78	MERIT	11/17/2017

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date
Unified Road Systems	Operator II R&B.1560.001100.	11130	\$37,723.00	\$1,199.99	3.18	\$38,923.00	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1552.001100.	13329	\$36,562.03	\$1,820.00	4.98	\$38,382.03	MERIT	11/17/2017
Unified Road Systems	Foreman R&B.1509.001100.	5839	\$57,974.80	\$1,400.10	2.42	\$59,374.90	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1582.001100.	10651	\$41,078.65	\$1,199.99	2.92	\$42,278.64	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1671.001100.	13461	\$39,087.03	\$1,900.00	4.86	\$40,987.02	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1559.001100.	4399	\$37,788.67	\$1,889.43	5.00	\$39,678.10	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1602.001100.	13495	\$35,350.04	\$1,199.99	3.39	\$36,550.03	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1702.001100.	13184	\$36,562.03	\$1,199.99	3.28	\$37,762.03	MERIT	11/17/2017
Unified Road Systems	Foreman I.1499.001100.	12709	\$51,510.16	\$1,199.90	2.33	\$52,710.06	MERIT	11/17/2017
Unified Road Systems	Admin Tech III.1586.001100.	13133	\$46,595.37	\$2,300.00	4.94	\$48,895.37	MERIT	11/17/2017
Unified Road Systems	Operator I.1510.001100.	14185	\$33,835.03	\$1,199.99	3.55	\$35,035.02	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1599.001100.	13411	\$36,562.03	\$1,400.01	3.83	\$37,962.04	MERIT	11/17/2017
Unified Road Systems	Operator III.1556.001100.	10726	\$39,041.08	\$1,900.00	4.87	\$40,941.08	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1592.001100.	13708	\$32,825.04	\$1,641.24	5.00	\$34,466.29	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1581.001100.	3033	\$43,054.86	\$1,400.01	3.25	\$44,454.86	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1621.001100.	5903	\$36,360.02	\$1,818.00	5.00	\$38,178.03	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1535.001100.	14324	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1561.001100.	13785	\$35,350.04	\$1,199.99	3.39	\$36,550.03	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1591.001100.	14103	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1580.001100.	1538	\$45,370.67	\$1,199.99	2.64	\$46,570.66	MERIT	11/17/2017
Unified Road Systems	PT Technical Trainer.9996.001101.	2758	\$44,987.03	\$499.99	1.11	\$45,487.02	MERIT	11/17/2017
Unified Road Systems	Sr Foreman R&B.1607.001100.	1640	\$65,066.56	\$1,400.10	2.15	\$66,466.66	MERIT	11/17/2017
Unified Road Systems	Admin Tech III.1500.001100.	13449	\$46,929.33	\$1,499.99	3.20	\$48,429.33	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1657.001100.	13223	\$35,855.04	\$1,499.99	4.18	\$37,355.03	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1521.001100.	13802	\$36,360.02	\$1,799.99	4.95	\$38,160.01	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1554.001100.	11187	\$36,487.80	\$1,000.00	2.74	\$37,487.80	MERIT	11/17/2017
Unified Road Systems	Foreman R&B.1507.001100.	10905	\$57,974.80	\$1,499.94	2.59	\$59,474.74	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1553.001100.	11475	\$41,237.60	\$1,300.00	3.15	\$42,537.60	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1564.001100.	14390	\$33,835.03	\$1,199.99	3.55	\$35,035.02	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1531.001100.	11322	\$37,133.80	\$1,199.99	3.23	\$38,333.80	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1673.001100.	13911	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Senior Engineer I.1658.001100.	13001	\$97,768.32	\$1,900.08	1.94	\$99,668.40	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1656.001100.	13337	\$35,350.04	\$1,767.50	5.00	\$37,117.54	MERIT	11/17/2017

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date
Unified Road Systems	Senior Engineer I.1609.001100.	13720	\$98,777.90	\$2,999.88	3.04	\$101,777.78	MERIT	11/17/2017
Unified Road Systems	Supervising Inspector II.1611.001100.	13399	\$91,303.94	\$2,499.90	2.74	\$93,803.84	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1578.001100.	3022	\$40,330.24	\$1,199.99	2.98	\$41,530.24	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1577.001100.	10998	\$40,330.24	\$1,199.99	2.98	\$41,530.24	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1537.001100.	12014	\$35,350.04	\$1,767.50	5.00	\$37,117.54	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1598.001100.	13343	\$36,562.03	\$1,199.99	3.28	\$37,762.03	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1528.001100.	11236	\$36,527.80	\$1,199.99	3.29	\$37,727.79	MERIT	11/17/2017
Unified Road Systems	Operator V R&B.1597.001100.	1456	\$52,388.77	\$1,400.01	2.67	\$53,788.78	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1548.001100.	5607	\$35,350.04	\$1,300.00	3.68	\$36,650.04	MERIT	11/17/2017
Unified Road Systems	Senior Engineer I.1604.001100.	12382	\$110,690.58	\$3,500.12	3.16	\$114,190.70	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1576.001100.	4966	\$41,836.27	\$1,900.00	4.54	\$43,736.26	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1575.001100.	4031	\$41,634.28	\$1,199.99	2.88	\$42,834.27	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1574.001100.	4472	\$41,230.28	\$1,400.01	3.40	\$42,630.29	MERIT	11/17/2017
Unified Road Systems	Foreman R&B.1506.001100.	4802	\$58,014.06	\$1,199.90	2.07	\$59,213.96	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1551.001100.	11393	\$41,596.67	\$1,900.00	4.57	\$43,496.67	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1579.001100.	3968	\$41,501.95	\$1,199.99	2.89	\$42,701.94	MERIT	11/17/2017
Unified Road Systems	Inspector II Co Engineer.1622.001100.	13389	\$55,045.06	\$1,650.00	3.00	\$56,695.06	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1568.001100.	1291	\$37,451.61	\$1,199.99	3.20	\$38,651.60	MERIT	11/17/2017
Unified Road Systems	Inspector II.1511.001100.	5532	\$59,773.79	\$1,700.00	2.84	\$61,473.80	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1549.001100.	12353	\$42,148.60	\$1,199.99	2.85	\$43,348.59	MERIT	11/17/2017
Unified Road Systems	Asst Director R&B.1495.001100.	4100	\$83,968.04	\$2,499.90	2.98	\$86,467.94	MERIT	11/17/2017
Unified Road Systems	Operator II.1562.001100.	13409	\$36,562.03	\$1,799.99	4.92	\$38,362.02	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1571.001100.	10491	\$40,683.76	\$1,199.99	2.95	\$41,883.75	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1590.001100.	3397	\$44,400.20	\$1,199.99	2.70	\$45,600.19	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1589.001100.	3227	\$45,193.51	\$1,199.99	2.66	\$46,393.51	MERIT	11/17/2017
Unified Road Systems	Operator IV.1570.001100.	11668	\$45,217.85	\$1,199.99	2.65	\$46,417.84	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1520.001100.	13410	\$36,562.03	\$1,199.99	3.28	\$37,762.03	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1675.001100.	13919	\$34,340.03	\$1,717.00	5.00	\$36,057.03	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1527.001100.	11542	\$40,602.08	\$1,900.00	4.68	\$42,502.08	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1526.001100.	12529	\$35,673.23	\$1,400.01	3.92	\$37,073.23	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1525.001100.	5087	\$36,372.23	\$1,199.99	3.30	\$37,572.23	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1547.001100.	5063	\$41,303.39	\$1,400.01	3.39	\$42,703.40	MERIT	11/17/2017
Unified Road Systems	Operator V R&B.1587.001100.	3328	\$48,269.56	\$1,199.99	2.49	\$49,469.56	MERIT	11/17/2017

Department	Position	Emp ID Num	Current Annual Salary	Annual Merit Amt	Merit %	Requested Annual Salary	Pay Proposal Reason	Effective Date
Unified Road Systems	Foreman R&B.1503.001100.	11120	\$56,145.70	\$1,199.90	2.14	\$57,345.60	MERIT	11/17/2017
Unified Road Systems	Operator IV.1569.001100.	11380	\$44,157.38	\$1,000.00	2.26	\$45,157.38	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1585.001100.	2112	\$44,244.10	\$1,199.99	2.71	\$45,444.09	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1533.001100.	13585	\$36,360.02	\$1,199.99	3.30	\$37,560.02	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1550.001100.	13017	\$36,587.30	\$1,799.99	4.92	\$38,387.29	MERIT	11/17/2017
Unified Road Systems	County Engineer I.1497.001100.	12130	\$133,320.20	\$1,199.90	0.90	\$134,520.10	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1546.001100.	5304	\$41,473.89	\$1,900.00	4.58	\$43,373.89	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1515.001100.	12809	\$37,709.40	\$1,885.48	5.00	\$39,594.88	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1522.001100.	13605	\$35,350.04	\$1,400.01	3.96	\$36,750.04	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1557.001100.	14258	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Foreman I.1600.001100.	2725	\$54,081.56	\$1,600.04	2.96	\$55,681.60	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1514.001100.	12754	\$32,825.04	\$1,641.24	5.00	\$34,466.29	MERIT	11/17/2017
Unified Road Systems	Operator IV R&B.1567.001100.	12231	\$46,551.36	\$1,900.00	4.08	\$48,451.35	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1542.001100.	10500	\$37,793.72	\$1,889.68	5.00	\$39,683.40	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1566.001100.	5065	\$41,230.28	\$1,199.99	2.91	\$42,430.27	MERIT	11/17/2017
Unified Road Systems	Admin Tech I.1596.001100.	13546	\$38,700.08	\$1,900.00	4.91	\$40,600.08	MERIT	11/17/2017
Unified Road Systems	Senior Engineer I.1608.001100.	13767	\$97,364.02	\$2,999.88	3.08	\$100,363.90	MERIT	11/17/2017
Unified Road Systems	Operator I R&B.1555.001100.	14223	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Foreman R&B.1504.001100.	1772	\$58,601.14	\$1,199.90	2.05	\$59,801.04	MERIT	11/17/2017
Unified Road Systems	Operator I.1610.001100.	14122	\$33,835.03	\$1,691.75	5.00	\$35,526.77	MERIT	11/17/2017
Unified Road Systems	Inspector II.1513.001100.	14316	\$53,528.45	\$1,499.99	2.80	\$55,028.44	MERIT	11/17/2017
Unified Road Systems	Operator V.1584.001100.	4024	\$45,708.58	\$1,199.99	2.63	\$46,908.58	MERIT	11/17/2017
Unified Road Systems	Operator III.1536.001100.	13554	\$39,592.03	\$1,900.00	4.80	\$41,492.03	MERIT	11/17/2017
Unified Road Systems	Planner II.1502.001100.	13463	\$71,680.70	\$1,199.90	1.67	\$72,880.60	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1544.001100.	12341	\$39,219.13	\$1,199.99	3.06	\$40,419.12	MERIT	11/17/2017
Unified Road Systems	Operator I.1543.001100.	14178	\$33,835.03	\$1,199.99	3.55	\$35,035.02	MERIT	11/17/2017
Unified Road Systems	Inspector I.1573.001100.	14172	\$50,957.96	\$1,900.00	3.73	\$52,857.96	MERIT	11/17/2017
Unified Road Systems	Operator III R&B.1545.001100.	11628	\$39,219.13	\$1,000.00	2.55	\$40,219.13	MERIT	11/17/2017
Unified Road Systems	Foreman R&B.1505.001100.	3281	\$56,145.70	\$1,600.04	2.85	\$57,745.74	MERIT	11/17/2017
Unified Road Systems	Admin Tech III.1494.001100.	13247	\$41,490.85	\$1,199.99	2.89	\$42,690.84	MERIT	11/17/2017
Unified Road Systems	Operator II R&B.1563.001100.	13497	\$36,360.02	\$1,199.99	3.30	\$37,560.02	MERIT	11/17/2017

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****8.****Meeting Date:** 11/21/2017

Justice of the Peace 4 OCT 2017 Monthly Report

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**


11/16/2017 10:43 AM

Started On: 11/16/2017 10:17 AM

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


**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

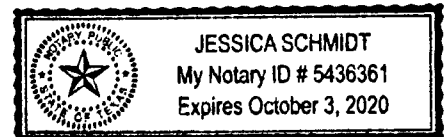
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October, 2017.

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



9th day of November, 2017 to certify which witness my hand and seal of office.

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





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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2017-10/31/2017

Date Printed: 11/9/2017  
Time Printed: 11:25:37AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	12	60.00	60.00	5.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	6	10.50	10.50	5.25	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
COUNTER	COUNTER-CLAIM FILING FEE	1	25.00	25.00	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	41	975.00	975.00	150.00	525.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	154	739.44	739.44	54.00	559.44	5.34	0.00	120.66	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	69	4,550.00	4,550.00	840.00	2,170.00	0.00	0.00	1,540.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	15	300.00	300.00	50.00	50.00	22.31	0.00	177.69	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	12	50.00	50.00	5.00	40.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,500.00	1,500.00	150.00	1,200.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
CERTCOPIE	CERTIFIED COPIES	18	12.00	12.00	6.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	95	1,731.16	1,731.16	0.00	1,731.16	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	154	1,232.40	1,232.40	90.00	932.40	8.90	0.00	201.10	0.00	0.00	0.00	01-0399-0000-20802
JCPTF	JUDICIAL COURT PERSON	153	615.00	615.00	45.00	465.00	4.45	0.00	100.55	0.00	0.00	0.00	01-0399-0000-20835
OCC LICENSE	OCCUPATIONAL LICENSE	2	50.00	50.00	25.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	70.00	70.00	0.00	70.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
TCF	TRUANT CONDUCT FEE	5	110.00	110.00	10.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	01-0369-0000-34191
TRUANCY C	TRUANCY CONTEMPT FII	29	773.00	773.00	248.00	0.00	0.00	0.00	525.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>		781	12,813.50	12,813.50	1,683.25	7,833.00	41.00	0.00	3,256.25	\$0.00	0.00	0.00	
Direct Deposit	\$0.00								HB2398		\$0.00		
Cash	\$1,683.25								CSR Credit		\$0.00		
Checks	\$7,833.00								Jail Credit		\$0.00	Post for Refund	\$0.00
Money Orders	\$41.00								Non-Monetary		\$0.00	Over Payments	\$0.00
Credit Cards :	\$3,256.25				Escrow Payments	\$0.00	Transaction Fee	\$0.00					
<b>TOTAL CURRENCY</b>	<b>\$12,813.50</b>				<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>		<b>\$0.00</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2017-10/31/2017

Date Printed: 11/9/2017  
Time Printed: 11:25:37AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		70.00	0.00	0.00	0.00	0.00	70.00
0100-0000-341804		948.56	493.94	0.00	0.00	0.00	1,442.50
0100-0000-341904		4,360.00	1,690.00	0.00	0.00	0.00	6,050.00
0100-0000-351304		248.00	525.00	0.00	0.00	0.00	773.00
0100.0000.341804		1,756.16	25.00	0.00	0.00	0.00	1,781.16
0399-0000-208822		618.78	120.66	0.00	0.00	0.00	739.44
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	1,031.30	201.10	0.00	0.00	0.00	1,232.40
01-0369-0000-341917	TRUANT CONDUCT FEE	10.00	100.00	0.00	0.00	0.00	110.00
01-0399-0000-208354	JUDICIAL COURT PERSONNEL TRAI	514.45	100.55	0.00	0.00	0.00	615.00
<b>TOTALS:</b>		9,557.25	3,256.25	0.00	0.00	0.00	12,813.50

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

Payment Register: Summary Section  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2017-10/31/2017

Date Printed: 11/9/2017  
Time Printed: 10:56:56AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	134	473.94	473.94	61.88	0.00	46.95	0.00	365.11	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	191	782.35	771.85	111.15	0.00	98.26	0.00	562.44	10.50	0.00	0.00	0399-0000-208400
AFPPA	PARKS & WILDLIFE ARREST	9	30.69	30.69	2.10	0.00	0.00	0.00	28.59	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	0.54	0.54	0.00	0.00	0.00	0.00	0.54	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	5	36.11	36.11	20.00	0.00	0.00	0.00	16.11	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	19.65	19.65	15.00	0.00	0.00	0.00	4.65	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	21	210.00	210.00	70.00	0.00	30.00	0.00	110.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	33	2,687.28	2,536.51	552.40	0.00	140.11	0.00	1,844.00	9.50	0.00	141.27	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	51	470.25	470.25	98.60	0.00	163.35	0.00	208.30	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	561	54,586.27	52,803.27	8,801.23	0.00	2,416.23	0.00	41,585.81	1,783.00	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	2.62	2.62	2.00	0.00	0.00	0.00	0.62	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	11	845.00	845.00	0.00	0.00	28.00	0.00	817.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	240	560.92	557.92	76.14	0.00	80.38	0.00	401.40	3.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	7	31.05	31.05	0.00	0.00	1.05	0.00	30.00	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	2	10.00	10.00	5.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AWF	AUSTIN POLICE DEPART	2	14.47	14.47	0.00	0.00	0.00	0.00	14.47	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	1	500.00	500.00	0.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	3	73.42	73.42	0.00	0.00	0.00	0.00	73.42	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	7	245.98	245.98	200.00	0.00	14.40	0.00	31.58	0.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	2	100.00	100.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	84	2,524.62	2,424.62	519.15	0.00	166.66	0.00	1,738.81	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	418	12,617.78	12,533.78	1,809.86	0.00	1,275.68	0.00	9,448.24	84.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	418	948.71	942.41	137.59	0.00	95.62	0.00	709.20	6.30	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	0.12	0.12	0.00	0.00	0.00	0.00	0.12	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	413	312.79	310.69	44.85	0.00	31.87	0.00	233.97	2.10	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	46	102.07	86.57	19.85	0.00	9.54	0.00	57.18	15.50	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	1	5.28	5.28	0.00	0.00	0.00	0.00	5.28	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	4	37.10	37.10	0.00	0.00	0.00	0.00	37.10	0.00	0.00	0.00	0365-0000-341161
CWF	WILLIAMSON COUNTY W	19	636.64	586.64	100.02	0.00	27.75	0.00	458.87	50.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	2	6.55	6.55	5.00	0.00	0.00	0.00	1.55	0.00	0.00	0.00	0399-0000-208170
HISDPD	HUTTO ISD POLICE DEPT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTM	4	29.04	29.04	0.00	0.00	12.32	0.00	16.72	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	409	622.97	618.77	89.72	0.00	63.74	0.00	465.31	4.20	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DEL	2	0.58	0.58	0.50	0.00	0.00	0.00	0.08	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	403	1,545.32	1,534.82	224.30	0.00	156.35	0.00	1,154.17	10.50	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	417	1,263.71	1,255.31	183.45	0.00	127.48	0.00	944.38	8.40	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	414	1,251.71	1,243.31	179.45	0.00	127.48	0.00	936.38	8.40	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	414	1,874.68	1,862.08	269.15	0.00	191.23	0.00	1,401.70	12.60	0.00	0.00	0399-0000-208352
JURPAY	JUROR PAYMENT	1	155.72	155.72	155.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0454-004002
JURY	JURY FEE	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVEN	2	0.87	0.87	0.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	244	19.85	19.75	2.71	0.00	2.57	0.00	14.47	0.10	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	3	1,250.00	1,250.00	0.00	0.00	0.00	0.00	1,250.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	46	102.07	86.57	19.85	0.00	9.54	0.00	57.18	15.50	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	3	52.00	47.00	0.00	0.00	0.00	0.00	47.00	5.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	1	4.00	4.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	12	1,300.00	1,300.00	450.00	0.00	0.00	0.00	850.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	240	5,609.41	5,579.41	761.36	0.00	803.77	0.00	4,014.28	30.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	28	68.30	68.30	7.05	0.00	0.00	0.00	61.25	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	70	200.57	200.57	40.00	0.00	10.66	0.00	149.91	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	129	1,744.27	1,691.77	384.43	0.00	226.62	0.00	1,080.72	52.50	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION	375	587.61	583.61	78.05	0.00	56.88	0.00	448.68	4.00	0.00	0.00	01-0399-0000-20803

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
TWF	TAYLOR POLICE DEPART	3	92.50	92.50	62.30	0.00	0.00	0.00	30.20	0.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	35	2,325.44	2,325.44	0.00	0.00	264.39	0.00	2,061.05	0.00	0.00	0.00	0100-0000-207027
<b>TOTALS SUMMARY</b>		5949	98,840.05	96,624.95	15,561.23	500.00	6,678.88	0.00	73,884.84	\$2,215.10	0.00	141.27	
<b>Direct Deposit</b>			\$0.00						<b>HB2398</b>		\$0.00		
<b>Cash</b>			\$15,561.23						<b>CSR Credit</b>		\$0.00		
<b>Checks</b>			\$500.00						<b>Jail Credit</b>		\$2,215.10		<b>Post for Refund</b> \$0.00
<b>Money Orders</b>			\$6,678.88						<b>Non-Monetary</b>		\$141.27		<b>Over Payments</b> \$0.00
<b>Credit Cards :</b>			\$73,884.84		<b>Escrow Payments</b>	\$0.00	<b>Transaction Fee</b>	\$0.00					
<b>TOTAL CURRENCY</b>			\$96,624.95		<b>ESCROW PAID</b>	\$0.00	<b>TRAN. FEES</b>	\$0.00	<b>TOTAL</b>		\$2,356.37	<b>TOTAL PAID</b>	\$0.00

Detailed report has been sent to Auditor's Office.

CRIMINAL

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

Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 10/01/2017-10/31/2017

Date Printed: 11/9/2017  
Time Printed: 10:56:56AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		500.00	0.00	0.00	0.00	0.00	500.00
0100-0000-209600		28.00	817.00	0.00	0.00	0.00	845.00
0100-0000-341804		1,363.47	2,651.36	89.00	0.00	0.00	4,103.83
0100-0000-341911		0.00	73.42	0.00	0.00	0.00	73.42
0100-0000-341913		214.40	31.58	0.00	0.00	0.00	245.98
0100-0000-341914		744.57	2,079.97	100.00	0.00	0.00	2,924.54
0100-0000-351304		11,217.46	41,585.81	1,783.00	0.00	0.00	54,586.27
0100-0000-370500		0.87	0.00	0.00	0.00	0.00	0.87
0360-0000-341150		233.21	709.20	6.30	0.00	0.00	948.71
0361-0000-341154		76.72	234.09	2.10	0.00	0.00	312.91
0365.0000.341161		0.00	37.10	0.00	0.00	0.00	37.10
0372-0000-341144		310.93	944.38	8.40	0.00	0.00	1,263.71
0399-0000-208160		3,085.54	9,448.24	84.00	0.00	0.00	12,617.78
0399-0000-208170		5.00	1.55	0.00	0.00	0.00	6.55
0399-0000-208180		0.50	0.08	0.00	0.00	0.00	0.58
0399-0000-208235		306.93	940.38	8.40	0.00	0.00	1,255.71
0399-0000-208300		15.00	4.65	0.00	0.00	0.00	19.65
0399-0000-208352		460.38	1,401.70	12.60	0.00	0.00	1,874.68
0399-0000-208400		211.51	591.03	10.50	0.00	0.00	813.04
0399-0000-208425		1,565.13	4,014.28	30.00	0.00	0.00	5,609.41
0399-0000-208500		2.00	0.62	0.00	0.00	0.00	2.62
0399-0000-208730		0.50	0.00	0.00	0.00	0.00	0.50
0399-0000-208850		0.00	1,250.00	0.00	0.00	0.00	1,250.00
0399-0000-208860		611.05	1,080.72	52.50	0.00	0.00	1,744.27
0399.0000.208703		153.46	465.31	4.20	0.00	0.00	622.97
0399-0000-208415		5.28	14.47	0.10	0.00	0.00	19.85
0100-0000-207027		264.39	2,061.05	0.00	0.00	0.00	2,325.44
01.0100.0000.207017	DLQ FEE	692.51	1,844.00	150.77	0.00	0.00	2,687.28
0103690000370000	JUVENILE CASE MANAGER FUND	380.65	1,154.17	10.50	0.00	0.00	1,545.32
0100-0454-004002	JUROR PAYMENT	155.72	0.00	0.00	0.00	0.00	155.72
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	134.93	448.68	4.00	0.00	0.00	587.61
<b>TOTALS:</b>		22,740.11	73,884.84	2,356.37	0.00	0.00	98,981.32

**Commissioners Court - Regular Session****9.****Meeting Date:** 11/21/2017

Acceptance of Donation

**Submitted By:** Melissa Goins, J.P. Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of donation in the amount of \$1500 from Celebration Church pursuant to Tex. Gov't Code 81.032.

**Background**

Funds will be used to assist in the training and development of our JP3 Teen Court Program, which includes, but is not limited to, the following: Incentives and rewards for participants who successfully complete Teen Court. Incentives and rewards for volunteers who participate with Teen Court. Scholarships for volunteers with Teen Court. Sponsored functions and activities for the Teen Court participants to include trainings and ceremonies/banquets before, during and after the Teen Court school calendar year. Travel and training related costs for Teen Court Team Members. Any other related expenses to support the Teen Court Program not specifically covered.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melissa Goins

Final Approval Date: 11/15/2017

**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/15/2017 07:43 AM

**Commissioners Court - Regular Session****10.****Meeting Date:** 11/21/2017

Asset Auction 11/21/2017

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (8) Desks, (1) Credenza, (1) File shelf, (1) Bookcase, (20) Chairs, (1) Barcode Scanner, (2) Easels, (1) Computer, (1) Mouse, (1) Scanner, (1) Printer, (2) Pictures with frames, (1) Table, (1) Microwave, (1) Vacuum, (1) TV, (1) Hard drive, (1) Monitor stand, (1) Chair mat, (1) File cabinet, and (6) Light poles (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Asset Auction 1](#)[Asset Auction 2](#)[Asset Auction 3](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Purchasing (Originator)

Form Started By: Jayme Jasso

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

Jayme Jasso

**Date**

11/16/2017 10:17 AM

11/16/2017 10:31 AM

Started On: 11/16/2017 09:49 AM



# Williamson County

## Asset Status Change Form

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

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Barcode Scanners	7073000501746		Non-Working
	Brother Printer- QL-570	061884-00G196825		Non-Working
	Brother Printer- QL-570	061884-L0G264166		Non-Working
	Brother Printer- QL-570	061884-33Z375226		Non-Working
	Brother Printer- QL-570	061884-L0G213443		Non-Working

### Parties involved:

FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/  
Authorized Staff:

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

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

**Parties involved:****FROM** (Transferor Department): Auditor's Office**Transferor - Elected Official/Department Head/Authorized Staff:**

Julie M. Kiley

Print Name



Signature

November 13, 2017

Date

**Contact Person:**

Lisa Moore

Print Name

+1 (512) 943-1623

Phone Number

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

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

\* 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 \_\_\_\_\_

**Auditor's Office Assets for Auction**

<b><i>Quantity</i></b>	<b><i>Description</i></b>	<b><i>Manufacturer ID</i></b>	<b><i>County Tag #</i></b>	<b><i>Condition of Assets</i></b>
1	Desk w/pedestal and pencil drawer			Working
1	Desk bridge			Working
1	Credenza w/lateral file			Working
1	Desk w/pedestal			Working
1	Lateral file			Working
1	3-shelf bookcase			Working
2	Guest chairs			Working
2	Desk chairs			Working
1	Desk w/2 pedestals			Working
1	Freestanding desk peninsula			Working

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

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

**Parties involved:****FROM** (Transferor Department): Sheriff's Office (560)**Transferor - Elected Official/Department Head/Authorized Staff:**

Chief Roy Fikac

Print Name

Signature

**Contact Person:**

Starla Hall

Print Name

+1 (512) 943-5270

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

NOV 8 2017

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	wooden easel			Working
1	brown laminate desk			Working
1	Dell Optiplex 780	5R8K4M1	C02816	Working
1	metal easel			Non-Working
1	Dell wired mouse			Working

**Parties involved:****FROM** (Transferor Department): County Attorney**Transferor - Elected Official/Department Head/Authorized Staff:****Contact Person:**Dee Hobbs  
Print NameStephanie Lloyd  
Print Name

Signature

November 3, 2017

Date

943-1116

Phone Number

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

Print Name

Print Name

**NOV 6 2017**

Signature

Date

Phone Number

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Fujitsu fi-6110	518848		Non-Working
1	Canon DR-6010C	FB313144		Non-Working
2	decorative pictures w/frame			Working

**Parties involved:****FROM** (Transferor Department): County Attorney**Transferor - Elected Official/Department Head/Authorized Staff:**Dee Hobbs  
Print Name

Signature

**Contact Person:**

Stephanie Lloyd

Print Name

November 3, 2017

Date

943-1116

Phone Number

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

Print Name

Signature

Date

Print Name

Phone Number

**RECEIVED****NOV 6 2017****AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

Print Form

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

- ☐ TRANSFER bet ween county departments    ☐ TRADE-IN for new assets of similar type for the county  
☒ SALE at the earliest auction \*    ☐ DONATION to a non-county entity    ☐ DESTRUCTION due to Public Health / Safety

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
7	Maroon Chairs			Working
2	Brown Chalsrs			Working
1	Blue Chair			Non-Working
1	Brown Desk			Non-Working
1	Brown Table			Non-Working

### Parties involved:

FROM (Transferor Department): 560

Transferor - Elected Official/Department Head/  
Authorized Staff:

Chief Tim Ryle  
Print Name

Contact Person:

CMDR Tony Carter  
Print Name

Signature

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

Print Name

NOV 6 2017

Signature

Date Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

Quantity	Description	Manufacturer ID#	County Tag #	Condition of Assets
1	White Microwave			Non-Working
1	Vacuum			Non-Working
1	TV			Non-Working
1	Harddrive		02162	Non-Working
1	Monitor Stand			Working
1	Desk Chair Mat			Working



# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HON 5 Drawer Filing Cabinet, No Lock		A102655	Working

**Parties involved:**
**FROM** (Transferor Department): County Court at Law #2

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

Laura Barker

Print Name

Signature

**Contact Person:**

Kevin Kracht

Print Name

+1 (512) 943-1410

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

Date

**Contact Person: RECEIVED**

Print Name

NOV 6 2017

Phone Number

 AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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

## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

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

**Parties involved:**
**FROM** (Transferor Department): Facilities

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

Todd Imboden

Todd Imboden

Print Name

Print Name



November 8, 2017

+1 (512) 943-1610

Signature

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**
**NOV - 9 2017**

Print Name

Print Name

Signature

Date

Phone Number

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

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## Forward to County Auditor's Office

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

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

**Commissioners Court - Regular Session****11.****Meeting Date:** 11/21/2017

Asset Transfer 11/21/2017

**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including (1) Bulletin Board, (1) Shelving Unit, (2) 4-Drawer file cabinets, (2) Office Chairs, (1) Bookshelf, (1) Desk w/return and Upper Storage Unit (see attached lists) pursuant to Tx. Local Govt Code 263.152.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Asset Transfer 1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

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

# Williamson County

## Asset Status Change Form

Print Form

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

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

### Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	***Please see attached list***			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

### Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/  
Authorized Staff:

Tony Hill

Print Name

Signature

Contact Person:

Tony Hill

Print Name

11/2/2017

Date Phone Number

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

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

RANDY BELL

Print Name

Signature

11/6/17

Date

Contact Person:

Susan Blackledge

Print Name

930-0040

Phone Number

RECEIVED

NOV 7 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 \_\_\_\_\_

- 1 Bulletin Board
- 1 Shelving Unit
- 2 4-Drawer File Cabinets
- 2 Office Chairs
- 1 Bookshelf
- 1 Desk w/return and Upper Storage Unit

**RECEIVED**

**NOV 7 2017**

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

**Commissioners Court - Regular Session****12.****Meeting Date:** 11/21/2017

Property Tax Refunds - Over \$2,500.00 - October 2017

**Submitted For:** Larry Gaddes**Submitted By:** Cathy Atkinson, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Consider approving property tax refunds over \$2,500.00 for the month of October 2017 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

**Attachments**100117-103117 Refunds over \$2,500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 11/15/2017

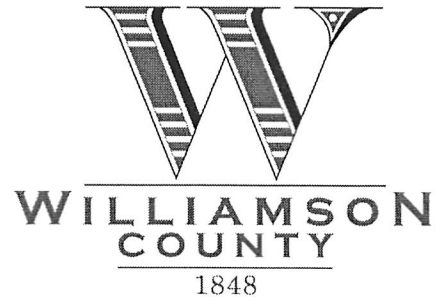
**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/15/2017 10:23 AM



Date: November 15, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Larry Gaddes PCAC, C T A  
Tax Assessor/Collector

Subject: Property Tax Refunds

---

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street  
Georgetown, Texas 78626  
Motor Vehicle Telephone: 512.943.1602  
Property Tax Telephone: 512.943.1603  
[www.wilco.org/tax](http://www.wilco.org/tax)

1801 E. Old Settler's Blvd., Ste 115  
Round Rock, Texas 78664  
Telephone: 512.244.8644

Annex Locations:

350 Discovery Blvd., Ste. 101 Cedar Park, Texas 78613 Telephone: 512.260.4290	412 Vance St., Ste. 1 Taylor, Texas 76574 Telephone: 512.352.4140
---	---

6:58 PM  
11/14/17  
Accrual Basis

Property Tax  
Account QuickReport  
As of October 31, 2017

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/20/2017	63786	MARGARET M STOECKLEIN	R072760 - Escrow Refund	-2,853.18
Total Refunds Payable - Taxpayers					-2,853.18
TOTAL					-2,853.18



**Commissioners Court - Regular Session****13.****Meeting Date:** 11/21/2017

Property Tax Collections - October 2017

**Submitted For:** Larry Gaddes**Submitted By:** Cathy Atkinson, County Tax Assessor Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

---

**Information****Agenda Item**

Consider approving property tax collections for the month of October 2017 for the Williamson County Tax Assessor/Collector.

**Background**

---

**Fiscal Impact**

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

**Attachments**[100117-103117 GWI-RFM](#)[100117-103117 GWI-RFM Graph](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cathy Atkinson

Final Approval Date: 11/15/2017

**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/15/2017 10:45 AM

**YEAR TO DATE - COLLECTION REPORT**  
**Williamson County - GWI/RFM Property Taxes**  
**October 31, 2017**

<b>Williamson County General Fund</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$244,690,088.70	\$23,114.48	\$244,713,203.18	\$8,785,777.21	\$0.00	\$120.34	\$235,927,305.63	\$8,785,897.55	3.59%	3.59%	3.69%
2016 & Prior	\$1,986,312.80	\$0.00	\$1,986,312.80	\$125,787.92	\$34,643.96	\$399.79	\$1,860,125.09	\$126,187.71	6.35%	8.10%	
Rollbacks	\$288,563.47	\$485,117.53	\$773,681.00	\$84,722.58	\$0.00	\$0.00	\$688,958.42	\$84,722.58	10.95%	10.95%	
<b>Total All</b>	<b>\$246,964,964.97</b>	<b>\$508,232.01</b>	<b>\$247,473,196.98</b>	<b>\$8,996,287.71</b>	<b>\$34,643.96</b>	<b>\$520.13</b>	<b>\$238,476,389.14</b>	<b>\$8,996,807.84</b>	<b>3.64%</b>	<b>3.65%</b>	

<b>Williamson County RFM</b>	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2017	\$22,761,673.50	\$2,385.53	\$22,764,059.03	\$816,706.89	\$0.00	\$9.82	\$21,947,342.32	\$816,716.71	3.59%	3.59%	3.68%
2016 & Prior	\$168,664.29	\$0.00	\$168,664.29	\$11,472.60	\$3,095.96	\$34.47	\$157,157.22	\$11,507.07	6.82%	8.66%	
Rollbacks	\$25,120.98	\$42,875.16	\$67,996.14	\$7,460.13	\$0.00	\$0.00	\$60,536.01	\$7,460.13	10.97%	10.97%	
<b>Total All</b>	<b>\$22,955,458.77</b>	<b>\$45,260.69</b>	<b>\$23,000,719.46</b>	<b>\$835,639.62</b>	<b>\$3,095.96</b>	<b>\$44.29</b>	<b>\$22,165,035.55</b>	<b>\$835,683.91</b>	<b>3.63%</b>	<b>3.65%</b>	

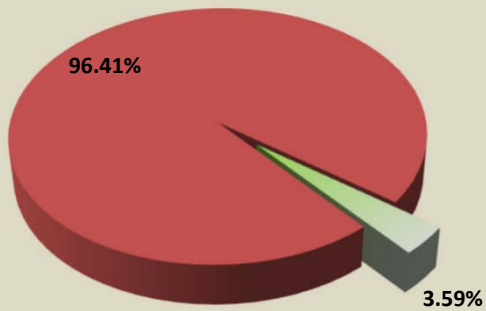
2017 COMBINED MONTHLY BREAKDOWN

Oct-17	\$267,451,762.20	\$25,500.01	\$267,477,262.21	\$9,602,484.10	\$0.00	\$130.16	\$257,874,647.95	\$9,602,614.26			
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### Year to Date Collection Report October 1-31, 2017

YTD Collected YTD Uncollected

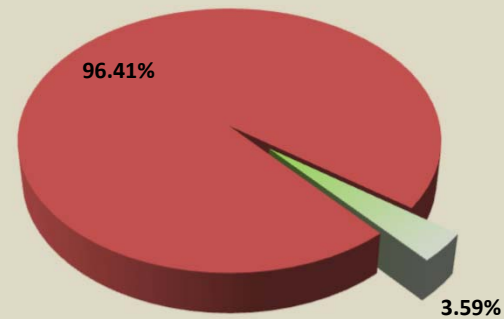
**GW**



### Year to Date Collection Report October 1-31, 2017

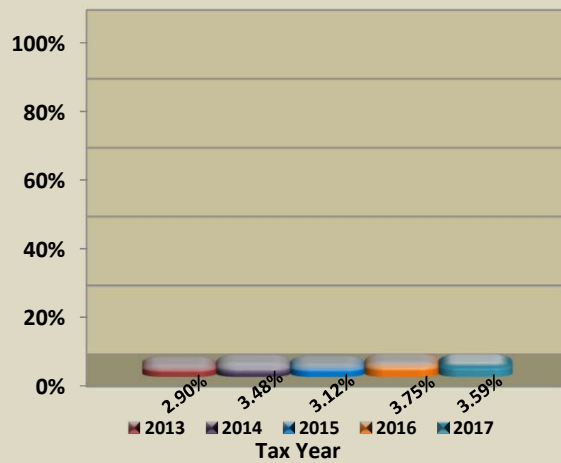
YTD Collected YTD Uncollected

**RFM**



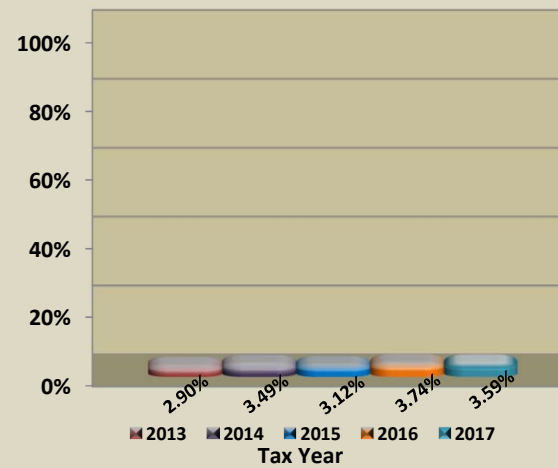
### Percent of Roll Collected Comparison October 2013-2017

**GW**



### Percent of Roll Collected Comparison October 2013-2017

**RFM**



**Commissioners Court - Regular Session****14.****Meeting Date:** 11/21/2017

WCCHD Vehicles

**Submitted For:** Dan Gattis**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action approving Motor Vehicle Bills of Sale for four vehicles being transferred from the Williamson County & Cities Health District to Williamson County for operation and use in Williamson County's Onsite Sewage Facility regulation within Williamson County, Texas.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Bills of Sale

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 11/13/2017

**Reviewed By**

Wendy Coco

**Date**

11/13/2017 08:28 AM

Started On: 11/09/2017 04:16 PM

### Motor Vehicle Bill of Sale

BE IT KNOWN, that subject to the conditions set out below, the Williamson County and Cities Health District, being a Texas Public Health District (Seller) hereby sells and transfers to Williamson County, Texas, being a political subdivision of the State of Texas (Buyer), the following described motor vehicle (Vehicle):

<b>Make:</b>	Nissan	<b>Model or series:</b>	Frontier
<b>Year:</b>	2006	<b>Color:</b>	Grey
<b>VIN #:</b>	1N6BD06T66C408764		
<b>Odometer reading:</b>	89197	<b>EQ #:</b>	HB0611

**The sale is subject to the following conditions and representations:**


Seller purchased the Vehicle and used it for On-Site Sewage Facilities regulation in Williamson County, Texas. In consideration of the Buyer's agreement to continue to use the Vehicle for purposes of On-site Sewage Facilities regulation to preserve the public health within Williamson County, Texas, Seller hereby transfers the Vehicle to Buyer. Buyer and Seller agree and acknowledge that Buyer's continued use of the Vehicle for purposes of On-site Sewage Facilities regulation within Williamson County, Texas ensures there is a public purpose for this transfer and that such transfer complies with *Texas Constitution Article 3, Sec. 52*.

Seller acknowledges and agrees that Buyer may sell and transfer the Vehicle in accordance with Buyer's fleet operational guidelines and vehicle retirement schedules following its use for On-site Sewage Facilities regulation within Williamson County, Texas.

Seller certifies to the best of the Seller's knowledge that the odometer has not been altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the Vehicle, and believes to the best of the Seller's knowledge that the Vehicle being transferred is in good operating condition. Said Vehicle is otherwise transferred in "as is" condition and where currently located.

<b>Date signed:</b>	<u>November 8</u> , 20 <u>17</u>
<b>Seller:</b>	Williamson County and Cities Health District By: <u></u> Name: John Teel Title: Executive Director
<b>Buyer:</b>	Williamson County, Texas By: _____ Dan A. Gattis, County Judge

### Motor Vehicle Bill of Sale

BE IT KNOWN, that subject to the conditions set out below, the Williamson County and Cities Health District, being a Texas Public Health District (Seller) hereby sells and transfers to Williamson County, Texas, being a political subdivision of the State of Texas (Buyer), the following described motor vehicle (Vehicle):

<b>Make:</b>	Chevrolet	<b>Model or series:</b>	1500
<b>Year:</b>	2013	<b>Color:</b>	White
<b>VIN #:</b>	1GCNCPEX7DZ383092		
<b>Odometer reading:</b>	84,314	<b>EQ #:</b>	HB1364

**The sale is subject to the following conditions and representations:**


Seller purchased the Vehicle and used it for On-Site Sewage Facilities regulation in Williamson County, Texas. In consideration of the Buyer's agreement to continue to use the Vehicle for purposes of On-site Sewage Facilities regulation to preserve the public health within Williamson County, Texas, Seller hereby transfers the Vehicle to Buyer. Buyer and Seller agree and acknowledge that Buyer's continued use of the Vehicle for purposes of On-site Sewage Facilities regulation within Williamson County, Texas ensures there is a public purpose for this transfer and that such transfer complies with *Texas Constitution Article 3, Sec. 52*.

Seller acknowledges and agrees that Buyer may sell and transfer the Vehicle in accordance with Buyer's fleet operational guidelines and vehicle retirement schedules following its use for On-site Sewage Facilities regulation within Williamson County, Texas.

Seller certifies to the best of the Seller's knowledge that the odometer has not been altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the Vehicle, and believes to the best of the Seller's knowledge that the Vehicle being transferred is in good operating condition. Said Vehicle is otherwise transferred in "as is" condition and where currently located.

<b>Date signed:</b>	<u>November 8, 2017</u>
<b>Seller:</b>	Williamson County and Cities Health District  By: <u></u> Name: John Teel Title: Executive Director
<b>Buyer:</b>	Williamson County, Texas  By: _____ Dan A. Gattis, County Judge



### Motor Vehicle Bill of Sale

BE IT KNOWN, that subject to the conditions set out below, the Williamson County and Cities Health District, being a Texas Public Health District (Seller) hereby sells and transfers to Williamson County, Texas, being a political subdivision of the State of Texas (Buyer), the following described motor vehicle (Vehicle):

<b>Make:</b>	Chevrolet	<b>Model or series:</b>	1500
<b>Year:</b>	2016	<b>Color:</b>	White
<b>VIN #:</b>	1GCNCNEH0GZ210161		
<b>Odometer reading:</b>	27,650	<b>EQ #:</b>	HB1679

**The sale is subject to the following conditions and representations:**

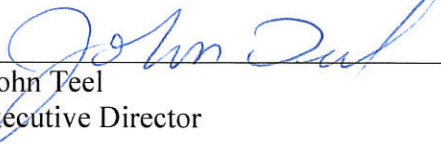
Seller purchased the Vehicle and used it for On-Site Sewage Facilities regulation in Williamson County, Texas. In consideration of the Buyer's agreement to continue to use the Vehicle for purposes of On-site Sewage Facilities regulation to preserve the public health within Williamson County, Texas, Seller hereby transfers the Vehicle to Buyer. Buyer and Seller agree and acknowledge that Buyer's continued use of the Vehicle for purposes of On-site Sewage Facilities regulation within Williamson County, Texas ensures there is a public purpose for this transfer and that such transfer complies with *Texas Constitution Article 3, Sec. 52*.

Seller acknowledges and agrees that Buyer may sell and transfer the Vehicle in accordance with Buyer's fleet operational guidelines and vehicle retirement schedules following its use for On-site Sewage Facilities regulation within Williamson County, Texas.

Seller certifies to the best of the Seller's knowledge that the odometer has not been altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

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<b>Date signed:</b>	<u>November 8, 2017</u>
<b>Seller:</b>	Williamson County and Cities Health District  By: <u></u> Name: John Teel Title: Executive Director
<b>Buyer:</b>	Williamson County, Texas  By: _____ Dan A. Gattis, County Judge

### Motor Vehicle Bill of Sale

BE IT KNOWN, that subject to the conditions set out below, the Williamson County and Cities Health District, being a Texas Public Health District (Seller) hereby sells and transfers to Williamson County, Texas, being a political subdivision of the State of Texas (Buyer), the following described motor vehicle (Vehicle):

<b>Make:</b>	Chevrolet	<b>Model or series:</b>	1500
<b>Year:</b>	2016	<b>Color:</b>	White
<b>VIN #:</b>	1GCNCNEH7GZ211680		
<b>Odometer reading:</b>	12,204	<b>EQ #:</b>	HB1680

**The sale is subject to the following conditions and representations:**

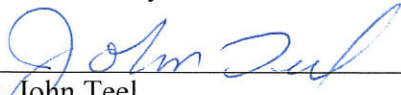
Seller purchased the Vehicle and used it for On-Site Sewage Facilities regulation in Williamson County, Texas. In consideration of the Buyer's agreement to continue to use the Vehicle for purposes of On-site Sewage Facilities regulation to preserve the public health within Williamson County, Texas, Seller hereby transfers the Vehicle to Buyer. Buyer and Seller agree and acknowledge that Buyer's continued use of the Vehicle for purposes of On-site Sewage Facilities regulation within Williamson County, Texas ensures there is a public purpose for this transfer and that such transfer complies with *Texas Constitution Article 3, Sec. 52*.

Seller acknowledges and agrees that Buyer may sell and transfer the Vehicle in accordance with Buyer's fleet operational guidelines and vehicle retirement schedules following its use for On-site Sewage Facilities regulation within Williamson County, Texas.

Seller certifies to the best of the Seller's knowledge that the odometer has not been altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the Vehicle, and believes to the best of the Seller's knowledge that the Vehicle being transferred is in good operating condition. Said Vehicle is otherwise transferred in "as is" condition and where currently located.

<b>Date signed:</b>	<u>November 8, 2017</u>
<b>Seller:</b>	Williamson County and Cities Health District By: <u></u> Name: John Teel Title: Executive Director
<b>Buyer:</b>	Williamson County, Texas By: _____ Dan A. Gattis, County Judge

**Commissioners Court - Regular Session****15.****Meeting Date:** 11/21/2017

Walker Texas Surveyors WA 6 for on call survey services at various locations

**Submitted For:** Terron Evertson**Submitted By:** Sarah Ramos, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No. 6 in the amount of \$50,000 to expire on November 30, 2018 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for on call survey services at various locations for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Walker - WA 6 - on call surveying

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 08:49 AM

Started On: 11/15/2017 03:05 PM

**WORK AUTHORIZATION NO. 6**  
**PROJECT: On call survey services at various locations**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated February 18, 2015 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURVEYOR:

Walker Texas Surveyors, Inc

COUNTY:

Williamson County, Texas

By: Kenneth J. Walker  
Signature

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

Kenneth J. Walker  
Printed Name

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

President  
Title

\_\_\_\_\_  
Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

#### Attachment A - Services to be Provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.



## Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
  - stake existing or proposed right-of-ways and centerline, proposed improvements.
  - recover and check existing control points
  - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

### Attachment C - Work Schedule

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

## Attachment D - Fee Schedule

<i>Classification</i>	<i>Rates</i>
RPLS	\$130.00 per hour
Project Manager	\$145.00 per hour
Survey Technician	\$85.00 per hour
GPS Data Processing	\$85.00 per hour
CAD Draftsman	\$75.00 per hour
Research	\$60.00 per hour
Administrative	\$60.00 per hour
Expert Witness/Testimony/Deposition Services	\$1,000.00 per day
One (1) Person Field Crew with Robotic	\$120.00 per hour
Two (2) Person Field Crew Conventional or GPS	\$150.00 per hour
Additional Crewmember	\$35.00 per hour
GPS Receiver (unmanned)	\$30.00 per hour
Extra Vehicle, Flat Bottom Boat, 4 Wheeler	\$100.00 per day

### *Direct Expenses*

Transportation:	
By Firm's Passenger Vehicles (Note 1)	IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	
Subsistence of out-of-city work	\$150.00 min. per day per person based on cost
Reproduction and Printing by Firm, Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost

#### Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.  
A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

**Commissioners Court - Regular Session****16.****Meeting Date:** 11/21/2017

Pancreatic and Prostate Cancer Awareness

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on recognizing November as Pancreatic Cancer and Prostate Cancer Awareness month.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/16/2017 11:12 AM

**Commissioners Court - Regular Session****17.****Meeting Date:** 11/21/2017

Road Bond and Pass Through Financing Construction Summary Report

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

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**Information****Agenda Item**

Receive and acknowledge the November 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**November 2017 CSR

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 11/14/2017

**Reviewed By**

Wendy Coco

**Date**

11/14/2017 03:11 PM

Started On: 11/14/2017 11:59 AM



# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

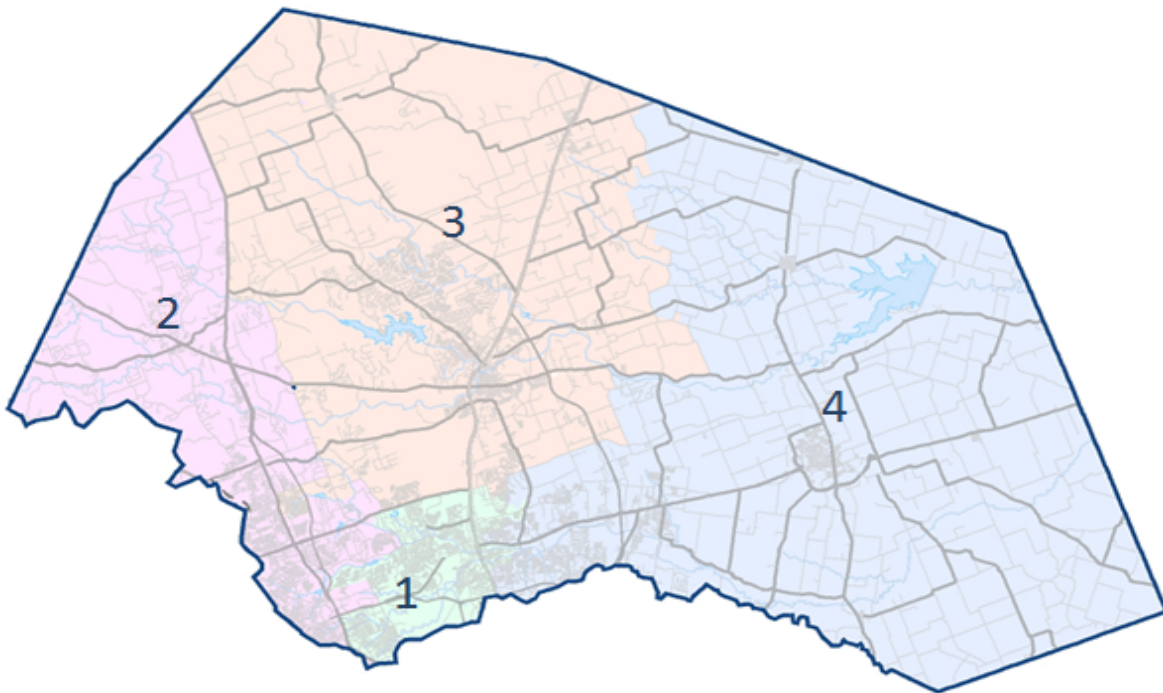
County Judge  
Dan Gattis

Commissioners  
Terry Cook  
Cynthia Long  
Valerie Covey  
Larry Madsen

# November 2017

[WWW.ROADBOND.ORG](http://WWW.ROADBOND.ORG)

Volume XVI - Issue No.11



Presented By:



PRIME  
STRATEGIES,  
INC.

# HNTB

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# **WILLIAMSON COUNTY**

## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2017

#### **Precinct 1**

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Phase 2 – Oct 2017

#### **Precinct 2**

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017



# **WILLIAMSON COUNTY**

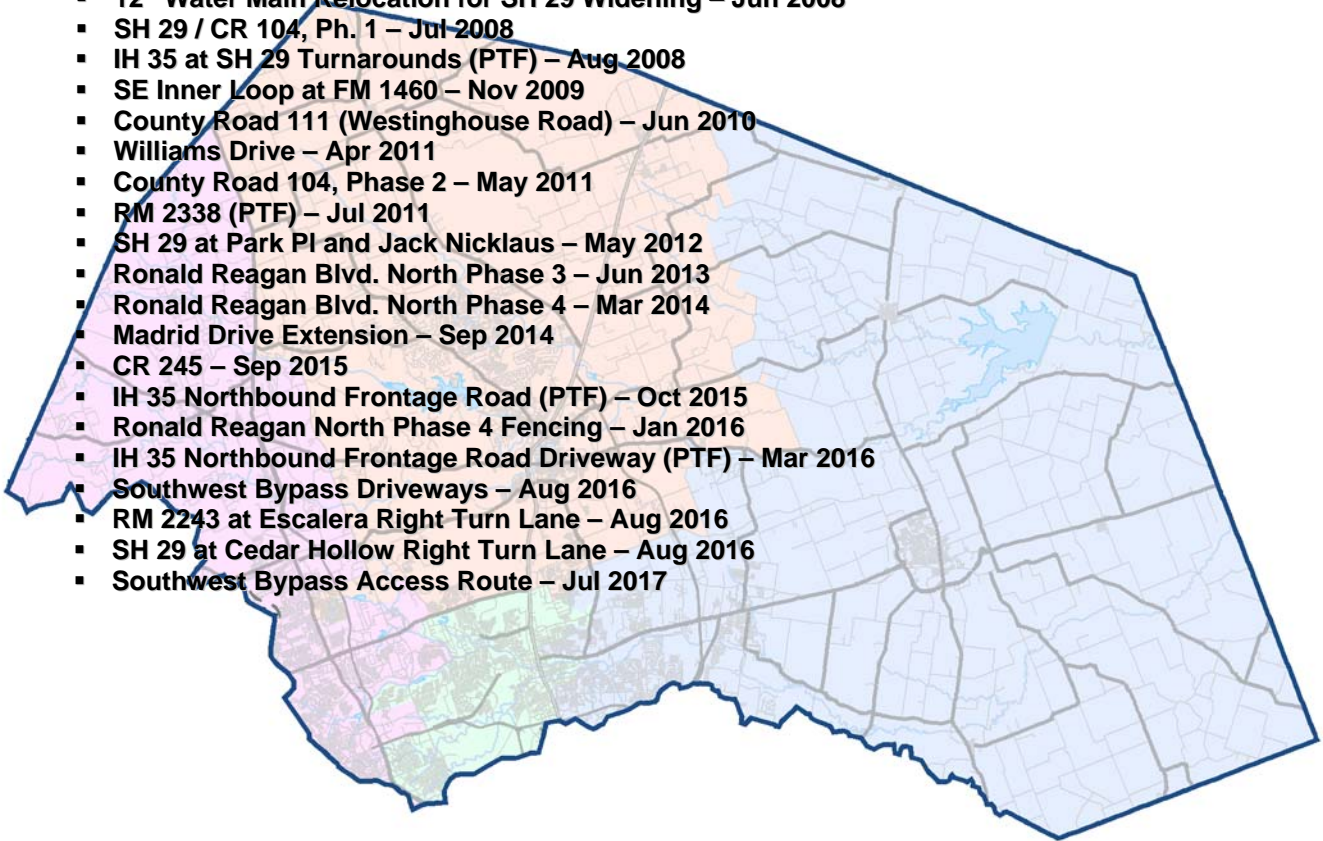
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2017

#### **Precinct 3**

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Turn Lane – Aug 2016
- SH 29 at Cedar Hollow Right Turn Lane – Aug 2016
- Southwest Bypass Access Route – Jul 2017



# **WILLIAMSON COUNTY**

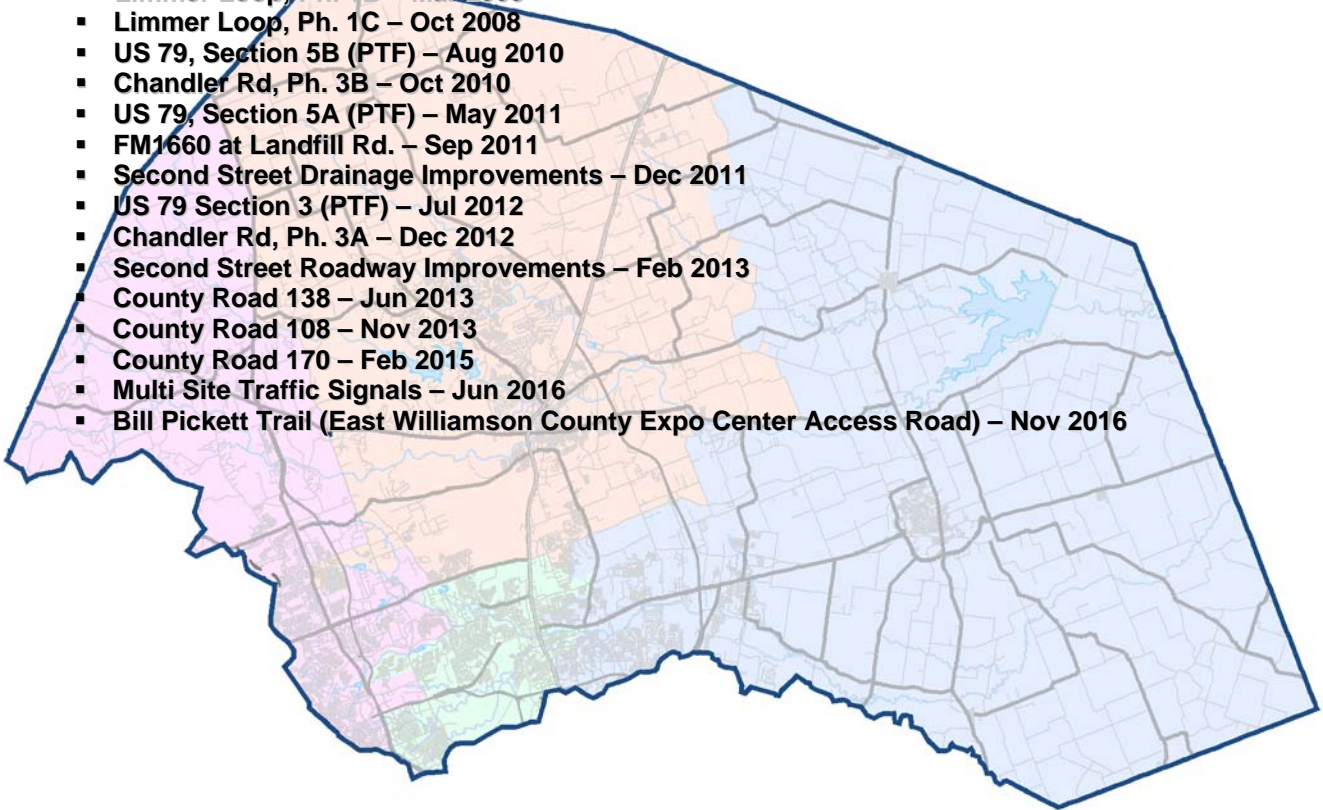
## **ROAD BOND PROGRAM**

### **COMPLETED PROJECTS**

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2017

#### **Precinct 4**

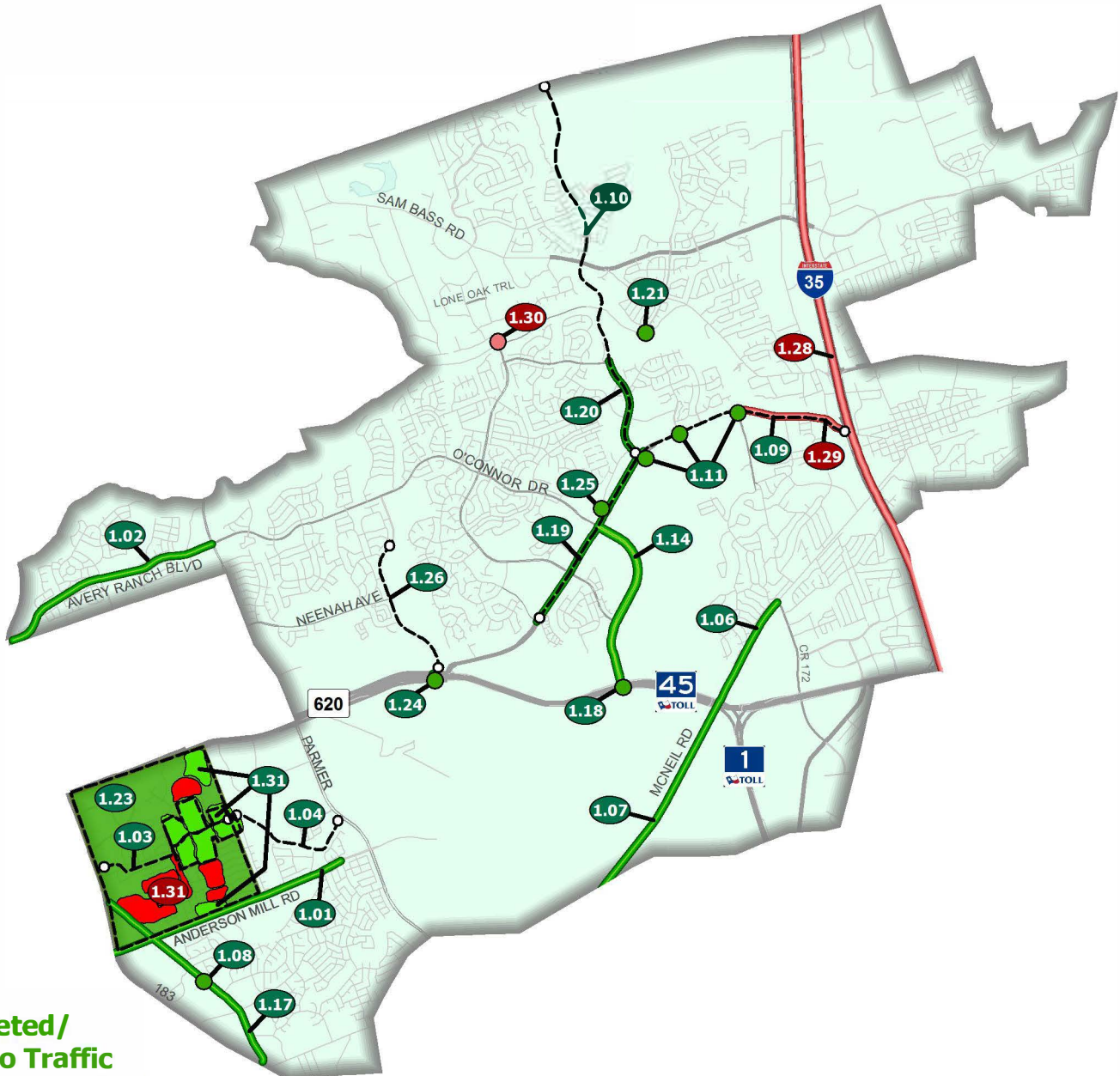
- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016





# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/ Open to Traffic

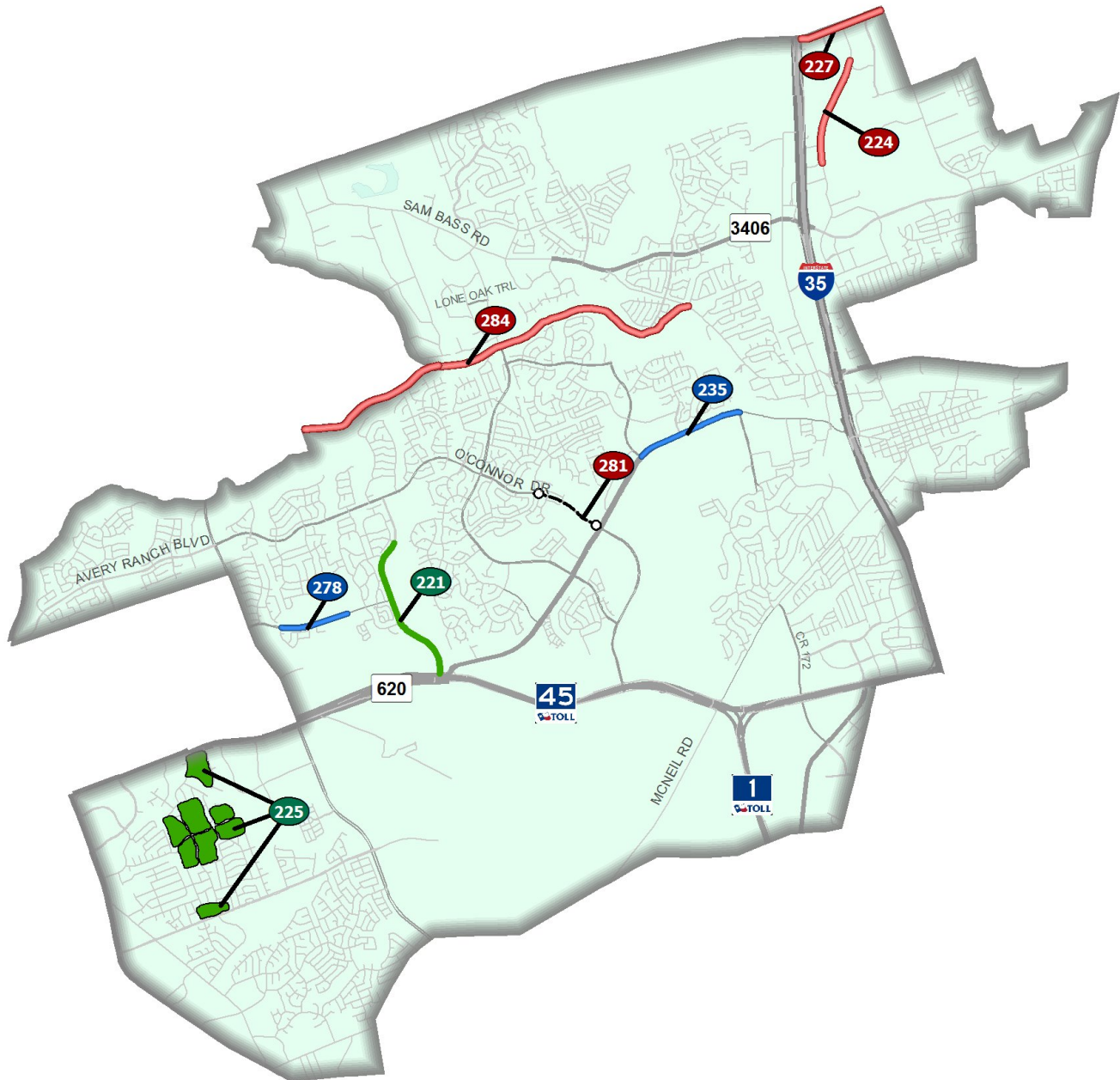
- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 [ ]
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.31 Forest North Drainage Improvements - Phase 2 (design) [ ]

### In Design

- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 3

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 1 - COMMISSIONER COOK



### Completed/Open to Traffic

- 221 Pearson Ranch Road
- 225 Forest North Drainage Improvements - Phase 2

### Under Construction/Bidding

- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 278 Neenah Avenue Widening (Olive Hill Drive to end)

### In Design

- 224 North Mays Street Extension (La Paloma to Oakmont Dr.)
- 227 University Blvd Widening (IH 35 to Sunrise Rd.)
- 281 O'Connor Drive North of RM 620 (Traffic Study) ○—○
- 284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)

**Forest North Drainage Ph 1**  
**Project No. 1604-068**

Original Contract Price = \$3,556,659.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/9/2016	7/1/2016	8/1/2016	8/11/2016	10/18/2017		600	35	635	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/11/2016	8/31/2016	21	\$152,734.50	\$152,734.50	\$16,970.50	\$16,970.50	4	3
2	9/1/2016	9/30/2016	30	\$208,685.70	\$361,420.20	\$23,187.30	\$40,157.80	10	8
3	10/1/2016	10/31/2016	31	\$266,921.68	\$628,341.88	\$29,657.96	\$69,815.76	18	13
4	11/1/2016	12/2/2016	32	\$182,471.22	\$810,813.10	\$20,274.58	\$90,090.34	23	18
5	12/3/2016	12/31/2016	29	\$177,314.98	\$988,128.08	\$19,701.67	\$109,792.01	28	23
6	1/1/2017	1/31/2017	31	\$231,302.70	\$1,219,430.78	\$25,700.30	\$135,492.31	35	27
7	2/1/2017	2/28/2017	28	\$304,664.67	\$1,524,095.45	\$33,851.63	\$169,343.94	44	32
8	3/1/2017	3/31/2017	31	\$191,005.20	\$1,715,100.65	\$21,222.80	\$190,566.74	49	37
9	4/1/2017	4/30/2017	30	\$172,795.55	\$1,887,896.20	\$19,199.50	\$209,766.24	54	41
10	5/1/2017	5/31/2017	31	\$229,295.63	\$2,117,191.83	\$25,477.30	\$235,243.54	60	46
11	6/1/2017	6/30/2017	30	\$317,805.27	\$2,434,997.10	\$35,308.69	\$270,552.23	70	51
12	7/1/2017	7/31/2017	31	\$387,533.28	\$2,822,530.38	\$43,062.26	\$313,614.49	81	56
13	8/1/2017	8/31/2017	31	\$284,111.91	\$3,106,642.29	\$31,567.98	\$345,182.47	89	61
14	9/1/2017	9/30/2017	30	\$329,371.39	\$3,436,013.68	-\$164,339.65	\$180,842.82	93	66

11/3/2017 Comments - Substantial Completion was issued 10/18/17. Punchlist items have been completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/21/2017	31,806.00	31,806.00

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises work along Broadmeade Ave., between Sherbrooke St. and Meadowheath Dr in the Sherbrooke zone. The original plans called for a ditch in this location but, due to the depth of the original planned ditch, which created slopes steeper than 3:1, the ditch was replaced with an underground storm sewer system with inlets. 3F: County Convenience. Additional work desired by the County. New pay items have been added to the contract to reimburse the contractor for removal of trees larger than what was called out in the original contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/23/2017	58,006.83	89,812.83

2G: Differing Site Conditions (unforseeable). Unadjusted utility (unforseeable). This Change Order compensates the Contractor for the removal and relocation of an existing water line that is in conflict with the proposed storm sewer line BB1 at the corner of Broadmeade Avenue and Braeburn Glen. 4B: Third Party Accommodation. Third party requested work. This change order also compensates the Contractor for completed trench repair of the asbestos line that is being removed. A portion of the trench repair quantity has been added to this change order. The remaining quantity will be added to a future change order. The City of Austin has agreed to compensate the Contractor for these costs.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	8/22/2017	91,734.95	181,547.78

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overrunning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/22/2017	59,124.65	240,672.43

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due the the depth of the ditches.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	9/26/2017	65,103.79	305,776.22

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work in the Braeburn, Stillforest and Wisterwood Zones. The cost of the additional work was paid by overrunning existing pay items where possible or for work not covered by an existing pay item, the cost of the work was tracked by force account (time and materials).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/26/2017	29,148.01	334,924.23

3F: County Convenience. Additional work desired by the County. This Change Order revises drainage work at the corner of Broadmeade and Sherbrooke Street in the Sherbrooke Zone. After review, the County requested that the open ditch design be changed to an underground pipe system due the the depth of the ditches.

Adjusted Price = \$3,891,583.73

**Pearson Ranch Road (Iveans Way to RM 620)**  
**Project No. 1607-102**

Original Contract Price = \$4,516,178.77

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2016	10/11/2016	11/18/2016	11/28/2016	10/13/2017		330	0	330	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	11/28/2016	11/30/2016	3	\$195,710.04	\$195,710.04	\$21,745.56	\$21,745.56	5	1
2	12/1/2016	12/31/2016	31	\$243,555.13	\$439,265.17	\$27,061.68	\$48,807.24	11	10
3	1/1/2017	1/31/2017	31	\$202,139.71	\$641,404.88	\$22,459.97	\$71,267.21	16	20
4	2/1/2017	2/28/2017	28	\$508,271.85	\$1,149,676.73	\$56,474.65	\$127,741.86	29	28
5	3/1/2017	3/31/2017	31	\$369,038.84	\$1,518,715.57	\$41,004.32	\$168,746.18	38	38
6	4/1/2017	4/30/2017	30	\$330,336.72	\$1,849,052.29	\$36,704.08	\$205,450.26	46	47
7	5/1/2017	5/31/2017	31	\$492,086.42	\$2,341,138.71	-\$82,232.43	\$123,217.83	56	56
8	6/1/2017	6/30/2017	30	\$372,704.74	\$2,713,843.45	\$19,616.04	\$142,833.87	64	65
9	7/1/2017	7/31/2017	31	\$813,710.22	\$3,527,553.67	\$42,826.85	\$185,660.72	84	75
10	8/1/2017	8/31/2017	31	\$188,607.77	\$3,716,161.44	\$9,926.71	\$195,587.43	88	84
11	9/1/2017	9/30/2017	30	\$125,552.68	\$3,841,714.12	\$6,608.03	\$202,195.46	91	93

11/3/2017 Comments - Substantial Completion was issued 10/13/2017. Punchlist items are ongoing.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/16/2017	-92,621.70	-92,621.70

4B: Third Party Accommodation. Third party requested work (reduction in scope). This Change Order revises the City of Austin (COA) water and wastewater (W&WW) work shown in the original plans. The COA requested that the installation of the 8" and 24" pipe and related items be deleted from the contract. The COA funded the water and wastewater work shown in the plans and will get the credit for the reduction in cost to the contract.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/13/2017	11,553.00	-81,068.70

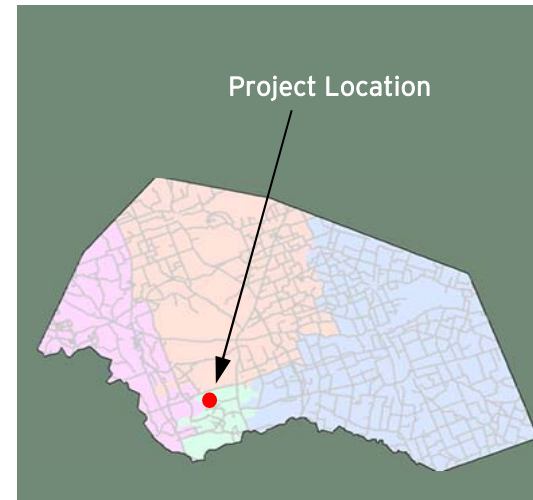
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order revises the pay items for the intersection tie-in work at Neenah Avenue and Pearson Ranch Road. The tie-in location was adjusted 25' to provide a smooth profile through the intersection. This change extends the limits of Neenah reconstruction west of Pearson Ranch Road.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/3/2017	921.34	-80,147.36

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order revises the method of pavement marking elimination that results in a cost savings to the project. 1A: Design Error or Omission. Incorrect PS&E. Changes to plan quantities are documented for various pay items.

Adjusted Price = \$4,436,031.41





## RM 620 Phase 2

(Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles

Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018

Estimated Construction Cost: \$6.1 Million



## OCTOBER 2017 IN REVIEW

**10/6/2017:** Cox Commercial Construction installed 24" reinforced concrete pipe (RCP) between Oaklands Dr. and Oakwoods Blvd. One inlet was installed on Oakwoods Blvd. and a second placed between Oaklands Dr. and Oakwoods Blvd. Flexible base and cold mix asphalt were placed on Oakwoods Blvd.

**10/13/2017:** The tie-in was completed at Oakwoods Blvd. and opened to traffic. The inlet between Deep Wood Dr. and Oaklands Dr. was installed with a 5'X2' concrete box culvert. Flexible base was placed and compacted between Deep Wood Dr. and Oaklands Dr.

**10/20/2017:** Installation began on the 4'X2' and 5'X2' reinforced box culverts between Oaklands Dr. and Oakwoods Blvd. Two inlets were installed on Oaklands Dr. Two inlet bases were installed between Deep Wood Dr. and Oaklands Dr. AT&T subcontractor Hausley Group lowered AT&T lines.

**10/27/2017:** The Block Wall #2 footing was excavated. Installation of 18" RCP began between the Hospital's Emergency Entrance and General Entrance. Subcontractor Austin Traffic Signal continued to form and place concrete pad for the controller box on northeast corner of Oaklands Dr. AT&T subcontractor Housley Group continued to lower AT&T lines.



Design Engineer: Halff Associates  
Contractor: Cox Commercial Construction  
Construction Observation: Clayton Weber, HNTB

Williamson County  
Road Bond Program

**RM 620 Safety Improvements (Cornerwood to Wyoming Springs)**
**Project No. 1608-108**

Original Contract Price = \$6,082,225.70

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/28/2016	11/30/2016	1/3/2017	1/13/2017			425	0	425

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	1/13/2017	1/31/2017	19	\$459,169.50	\$459,169.50	8	4
2	2/1/2017	2/28/2017	28	\$280,194.00	\$739,363.50	12	11
3	3/1/2017	3/31/2017	31	\$389,047.00	\$1,128,410.50	19	18
4	4/1/2017	4/30/2017	30	\$516,962.84	\$1,645,373.34	27	25
5	5/1/2017	5/31/2017	31	\$285,725.66	\$1,931,099.00	32	33
6	6/1/2017	6/30/2017	30	\$313,267.57	\$2,244,366.57	37	40
7	7/1/2017	7/31/2017	31	\$274,834.20	\$2,519,200.77	41	47
8	8/1/2017	8/31/2017	31	\$285,281.13	\$2,804,481.90	46	54
9	9/1/2017	9/30/2017	30	\$336,485.34	\$3,140,967.24	52	61

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/3/2017	7,495.80	7,495.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order adds revisions to the drainage system along Oaklands Drive, and the west end connection to the existing box culvert. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order changed the full depth reconstruction on the east end of the project to level up with hot mix on the existing pavement which eliminated traffic control phases that results in a cost savings for the County.

Adjusted Price = \$6,089,721.50



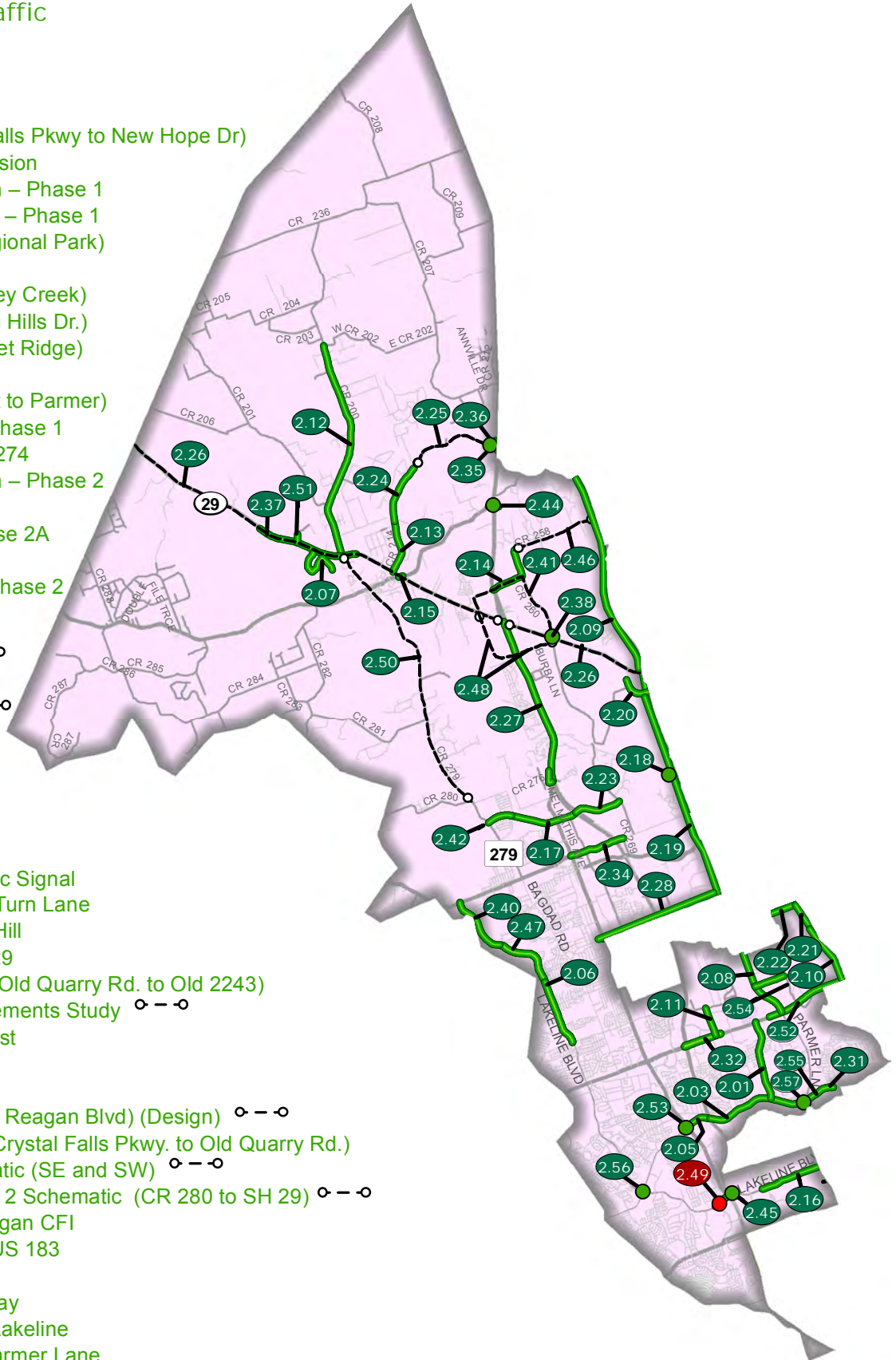
## 2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG

## Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B
- 2.26 SH 29 Improvements
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane

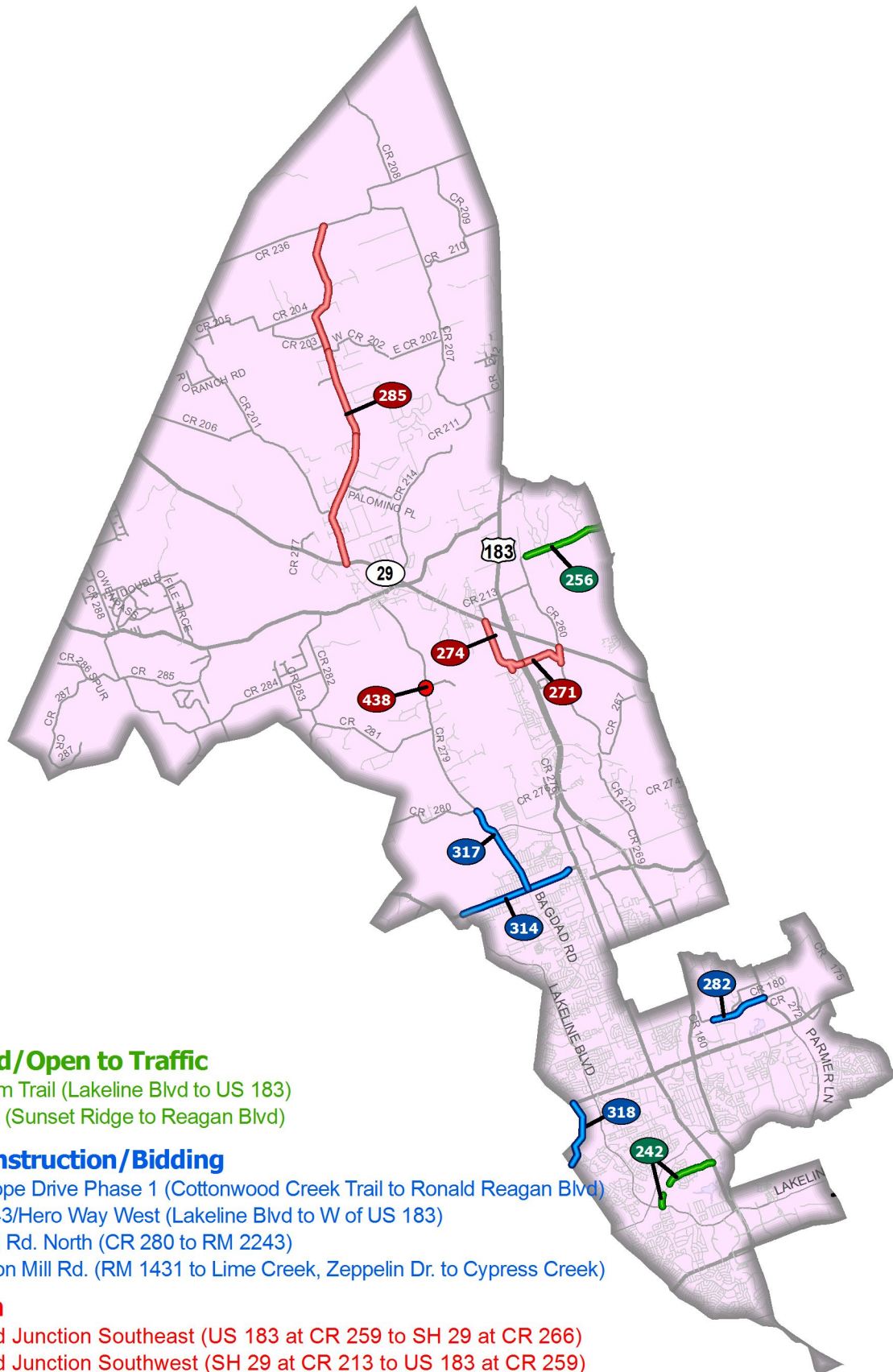
## In Design

- #### 2.49 Lakeline Blvd. Right Turn Lanes



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 2 - COMMISSIONER LONG



### Completed/Open to Traffic

- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)

### Under Construction/Bidding

- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

### In Design

- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 438 Bagdad Road at CR 278

**CR 258 (Sunset Ridge to Ronald Reagan North)**  
**Project No. 1603-062**

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/10/2016	7/29/2016	8/8/2016	7/25/2017		360	4	364	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	4	0
2	8/8/2016	8/31/2016	24	\$647,625.15	\$852,317.78	\$71,958.35	\$94,701.98	16	7
3	9/1/2016	9/30/2016	30	\$768,046.95	\$1,620,364.73	\$85,338.55	\$180,040.53	30	15
4	10/1/2016	10/31/2016	31	\$523,476.94	\$2,143,841.67	\$58,164.10	\$238,204.63	40	23
5	11/1/2016	11/30/2016	30	\$98,689.54	\$2,242,531.21	\$10,965.50	\$249,170.13	41	32
6	12/1/2016	12/31/2016	31	\$38,127.37	\$2,280,658.58	\$4,236.38	\$253,406.51	42	40
7	1/1/2017	1/31/2017	31	\$636,301.80	\$2,916,960.38	\$70,700.20	\$324,106.71	54	49
8	2/1/2017	2/28/2017	28	\$395,763.89	\$3,312,724.27	\$43,973.76	\$368,080.47	61	56
9	3/1/2017	3/31/2017	31	\$456,281.18	\$3,769,005.45	\$50,697.91	\$418,778.38	69	65
10	4/1/2017	4/30/2017	30	\$317,257.62	\$4,086,263.07	\$35,250.85	\$454,029.23	75	73
11	5/1/2017	5/31/2017	31	\$325,276.60	\$4,411,539.67	\$36,141.84	\$490,171.07	81	82
12	6/1/2017	6/30/2017	30	\$382,942.21	\$4,794,481.88	\$42,549.14	\$532,720.21	88	90
13	7/1/2017	7/25/2017	25	\$732,546.03	\$5,527,027.91	-\$241,824.00	\$290,896.21	96	97
14	7/26/2017	8/31/2017	0	\$153,724.56	\$5,680,752.47	-\$174,962.49	\$115,933.72	96	97
15	9/1/2017	9/30/2017	0	\$1,997.73	\$5,682,750.20	\$40.77	\$115,974.49	96	97
16	10/1/2017	10/31/2017	0	\$33,430.15	\$5,716,180.35	\$682.25	\$116,656.74	97	97

11/3/2017 Comments - Substantial Completion was issued as of 7/25/2017. Vegetation establishment is the remaining punchlist item.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/4/2016	9,660.00	9,660.00

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	1/31/2017	33,848.00	43,508.00

3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMA PG 70-22 to one 2" lift of Type C HMA PG 64-22 and one 1.5" lift of Type D HMA PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	2/28/2017	38,765.00	82,273.00

2C: Differing Site Conditions (Unforeseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third party requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/21/2017	14,907.69	97,180.69

6C: Untimely ROW/Utilities Utilities Not Clear: This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/21/2017	51,199.00	148,379.69

2J: Differing Site Conditions. (unforeseeable) Other. This change order revises various erosion control measures on the project, including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. 3H: County Convenience. Cost savings opportunity discovered during construction. This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/16/2017	23,780.00	172,159.69

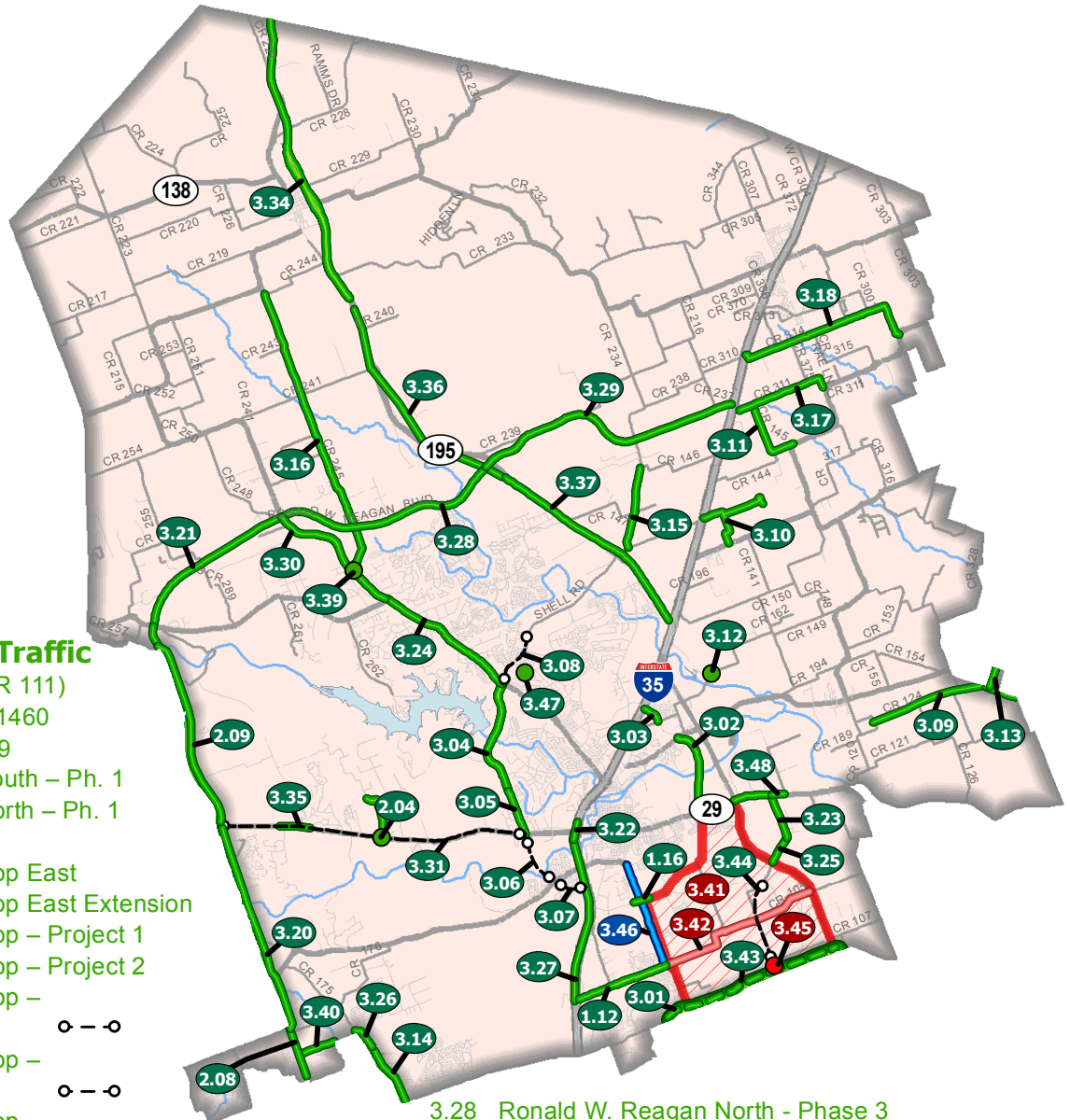
1A: Design Error or Omission. Incorrect PS&E. This Change Order documents the quantity/cost overrun to existing bid Item 508 Constructing Detours. 2C: Differing Site Conditions. New development (conditions changing after PS&E). This change order also includes the deletion of existing bid items; Item 403 Temporary Shoring, Item 552 Wire Fencing and Gate because these items will not be used on the project and a reduction in quantity for Item 512 Port Concrete Traffic Barrier, Ty 1 and 2.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/6/2017	48,426.44	220,586.13
2F: Differing Site Conditions (unforeseeable). Site conditions altered by an act of nature. Ground water was encountered at the east end of the project while excavating to subgrade on the proposed eastbound half of the project. After several days of pumping, cutting trenches, excavating, and reworking subgrade to try and dry it out a French drain was installed to relieve the ground water that was causing the issues with the subgrade.			
			Adjusted Price = \$6,029,442.71



# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study      ○ – ○
- 3.07 Georgetown Inner Loop – Project 4 Study      ○ – ○
- 3.08 Georgetown Inner Loop – Project 5 Study      ○ – ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic      ○ – ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North      ○ – ○
- 3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

### Under Construction/Bidding

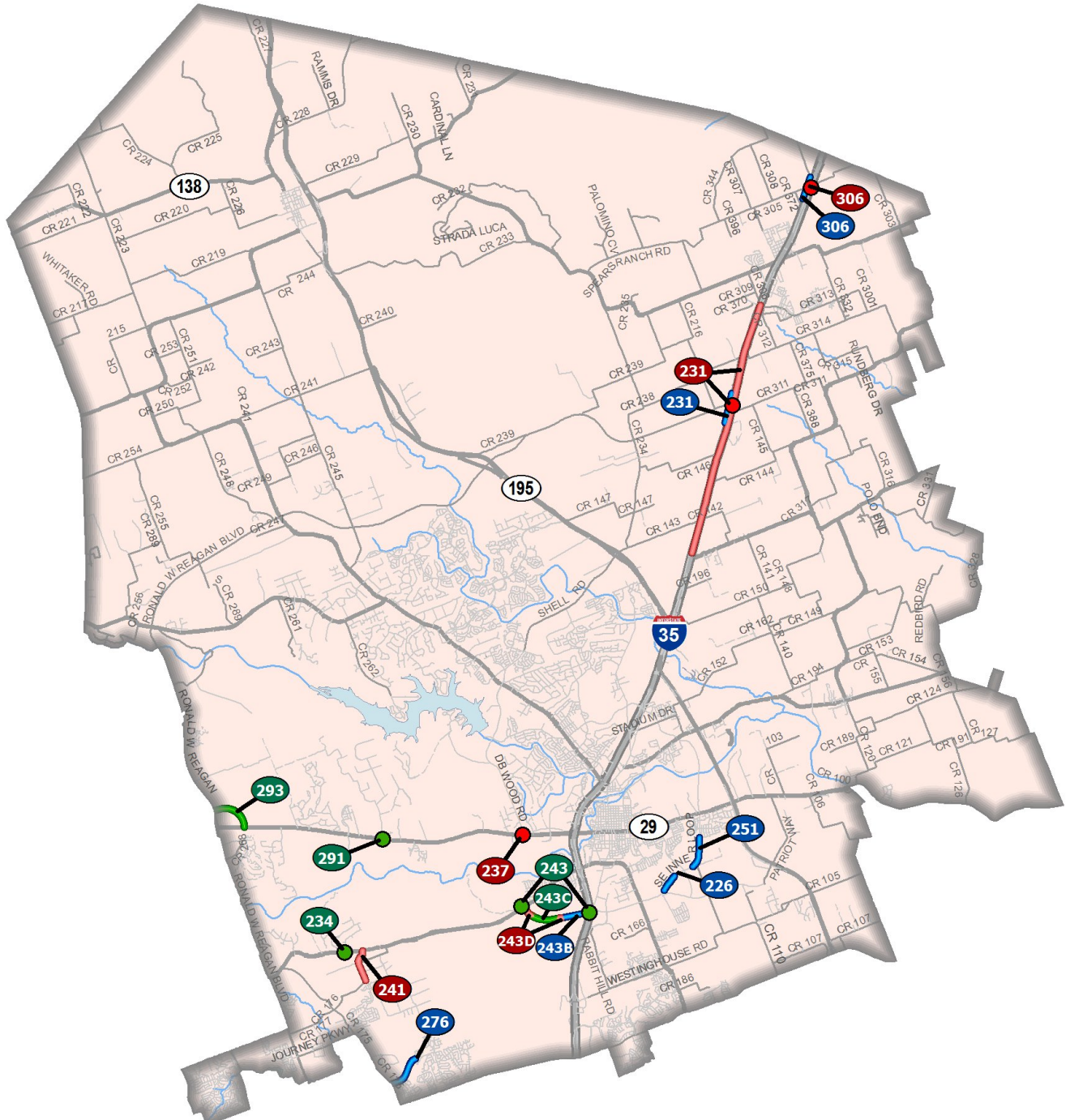
- 3.46 FM 1460 North

### In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 3 - COMMISSIONER COVEY



### Completed/ Open to Traffic

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 291 SH 29 At Cedar Hollow
- 293 Kauffman Loop Phase 1 (NE quadrant of Reagan at SH 29)

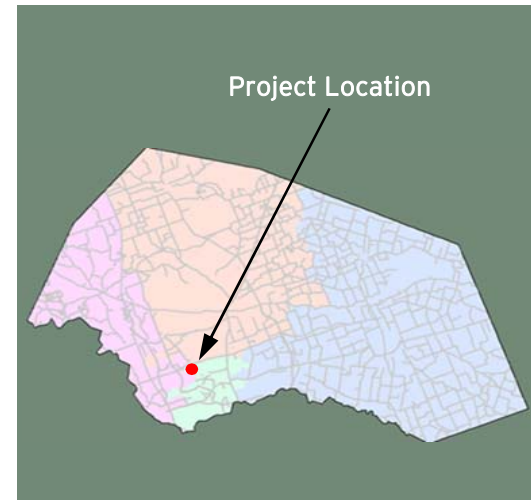
### In Design

- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243d Southwest Bypass Segment 2
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

### Under Construction/Bidding

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 243b Southwest Bypass Segment 1
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A





## Arterial H

(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles

Roadway Classification: Minor Arterial

Limited NTP: June 2016 - November 2017

Estimated Construction Cost: \$3.3 Million



## OCTOBER 2017 IN REVIEW

**10/6/2017:** Patin Construction finished the concrete wingwalls, headwalls and interior walls at the pedestrian culvert. Excavation for Culvert A was completed. Earthwork was graded between Culvert A and CR 175 in preparation of the placement of flexible base.

**10/13/2017:** The concrete floor at Culvert A was placed and the bottoms for inlets 11, 15, and 16. The concrete walls for Culvert A and inlets 15 and 16 were formed. The flexible base was placed and processed from east of CR 175 to just west of Culvert A.

**10/20/2017:** The concrete for the walls at Culvert A, the bottom at Inlet 13, and the inlet walls for inlets 11, 13, 15, and 16 was placed. Flexible base was placed and processed from east of CR 175 to west of Culvert A and at the tie-in to CR 175. Backfill began at the pedestrian culvert and Culvert B.

**10/27/2017:** The concrete for the deck at Culvert A was placed. The final course of flexible base was placed and processed from east of CR 175 to west of Culvert A. The backfill of Culvert B and the pedestrian culvert is ongoing. The left lane was closed on 10/27/17 in both directions on CR 175 north of FM 1431 to begin demolition for the new southbound left turn lane.



Design Engineer: Randall Jones  
Contractor: Patin Construction  
Construction Observation:  
Steven Shull, HNTB

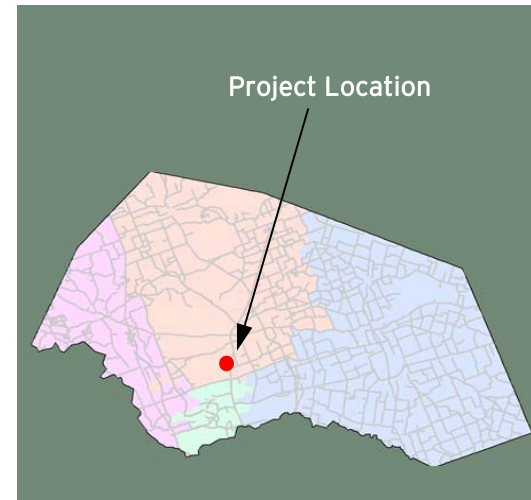
Williamson County  
Road Bond Program

**Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)**
**Project No. 1603-064**

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
		2/17/2017 (Limited)							
4/20/2016	5/16/2016	5/26/2017	6/5/2017			150	0	150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	4	0
2	7/1/2016	7/31/2016	0	\$182,746.89	\$316,944.99	\$20,305.21	\$35,216.11	11	0
3	8/1/2016	8/31/2016	0	\$93,893.40	\$410,838.39	\$10,432.60	\$45,648.71	14	0
4	9/1/2016	9/30/2016	0	\$206,817.21	\$617,655.60	\$22,979.69	\$68,628.40	21	0
5	6/4/2017	6/30/2017	27	\$47,340.00	\$664,995.60	\$5,260.00	\$73,888.40	22	18
6	7/1/2017	8/31/2017	62	\$587,022.75	\$1,252,018.35	\$65,224.75	\$139,113.15	42	59
7	9/1/2017	9/30/2017	30	\$320,055.75	\$1,572,074.10	\$35,561.75	\$174,674.90	52	79
<u>Change Order Number</u>			<u>Approved</u>	<u>Cost This CO</u>			<u>Total COs</u>		
01			8/29/2017	132,771.00			132,771.00		
4C: Third Party Accommodation. Compliance requirements of new laws and/or policies (impacting third party). Project delayed, due to TCEQ approval process for Water Quality pond design changes. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). Design changes were necessary, due to unknown elevation of existing water table									
						Adjusted Price =	\$3,343,705.80		





## Southwest Bypass Segment One (IH 35 Southbound to .5 miles west)

Project Length: .5 Mile  
Roadway Classification: Collector

Project Schedule: August 2017 - July 2018  
Estimated Construction Cost: \$5.6 Million



## OCTOBER 2017 IN REVIEW

**10/6/2017:** Jordan Foster continued to prepare subgrade for embankment and culvert installation on both sides of the railroad tracks. Stockpiled fill material will be placed between Walls 2 and 3. Subcontractor Austin Powder completed the drilling of the core holes at the bridge abutments and bents.

**10/13/2017:** Subgrade preparation continued for embankment and culvert installation. A lift of embankment was placed on both sides of the railroad tracks. The video of the core holes at the bridge abutments and bents was completed.

**10/20/2017:** Embankment continued to be placed from the west end of the project near Walls 2 and 4. Excavation of the pond and crushing rock continued. Embankment on the east side of the railroad tracks continued. Subcontractor RSI installed 3 rock berms.

**10/27/2017:** Embankment continued to be placed from the west end of the project to Walls 2 and 4. Excavation of the pond continued. The Contractor excavated and installed the 36" reinforced concrete pipe for Culvert 1 on the east side of the railroad tracks. Subcontractor RSI completed the installation of the 3 rock berms on both sides of the railroad tracks.



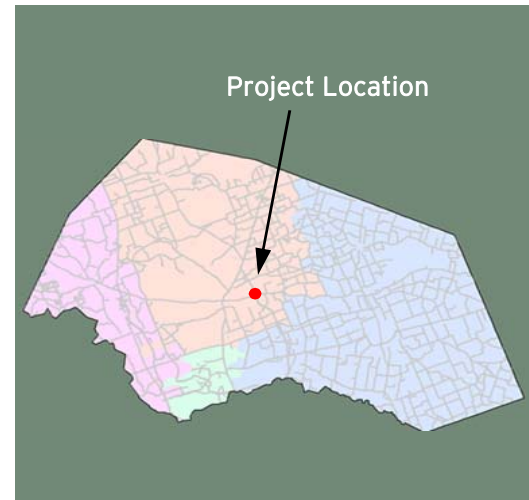
Design Engineer: HDR Engineering  
Contractor: Jordan Foster Construction  
Construction Observation:  
Steven Shull, HNTB

Williamson County  
Road Bond Program

**Southwest Bypass Segment 1**  
**2017-0065-CIP**

Original Contract Price = \$5,599,200.86

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
6/27/2017	7/26/2017	8/21/2017	8/21/2017			337	0	337	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	8/21/2017	9/30/2017	41	\$481,587.30	\$481,587.30	\$25,346.70	\$25,346.70	9	12
2	10/1/2017	10/31/2017	31	\$939,731.93	\$1,421,319.23	\$49,459.58	\$74,806.28	27	21
Adjusted Price =									\$5,599,200.86



## INNER LOOP IMPROVEMENTS

(WilCo Way to Belmont Drive)

Project Length: 4.4 Miles

Roadway Classification: Urban Arterial

Project Schedule: September 2017 - June 2018

Estimated Construction Cost: \$5.3 Million



## OCTOBER 2017 IN REVIEW

**10/6/2017:** Chasco Contractors verified control points and staked ROW. Subcontractor Flasher installed traffic control signs. Subcontractor Matoka installed silt fence for Phase 1, Stage 1 near the central maintenance facility. A groundbreaking was held on 10/6/17 at 10 am.

**10/13/2017:** Chasco Contractors continued to verify control points and stake ROW. Work began on the temporary detour at Culvert 2, south of Belmont.

**10/20/2017:** Topsoil was stripped, embankment placed and subgrade preparation began for the widening of the Rockride turn lane. Subcontractor Wheeler placed asphalt for the temporary detour at Culvert 2 south of Belmont.

**10/27/2017:** The Contractor continued to strip topsoil, place embankment and perform subgrade preparation for the widening of the Rockride turn lane from south of Belmont to Rockride. Low profile barriers were placed at Culvert 2, south of Belmont. Subcontractor Matoka installed rock berms and silt fence at Culvert 2, south of Belmont. Subcontractor DIJ installed temporary pavement markings for Stage 1 traffic shift from south of Rockride to north of Belmont.



Design Engineer: Rodriguez  
Transportation Group / Bridgefarmer  
Contractor: Chasco Contractors  
Construction Observation:  
Seth Turvey, HNTB

Williamson County  
Road Bond Program

**Inner Loop Improvements (Wilco Way to Belmont Dr.)****Project No. 1706-168**

Original Contract Price = \$5,352,969.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>		<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/9/2017	8/30/2017	9/18/2017	9/28/2017				300	0	300
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	9/28/2017	10/31/2017	34	\$324,036.00	\$324,036.00	\$36,004.00	\$36,004.00	6.7	11
11/3/2017	Comments -	Notice to Proceed was issued 9/18/2017 with time charges beginning 9/28/2017.							
								Adjusted Price =	\$5,352,969.00

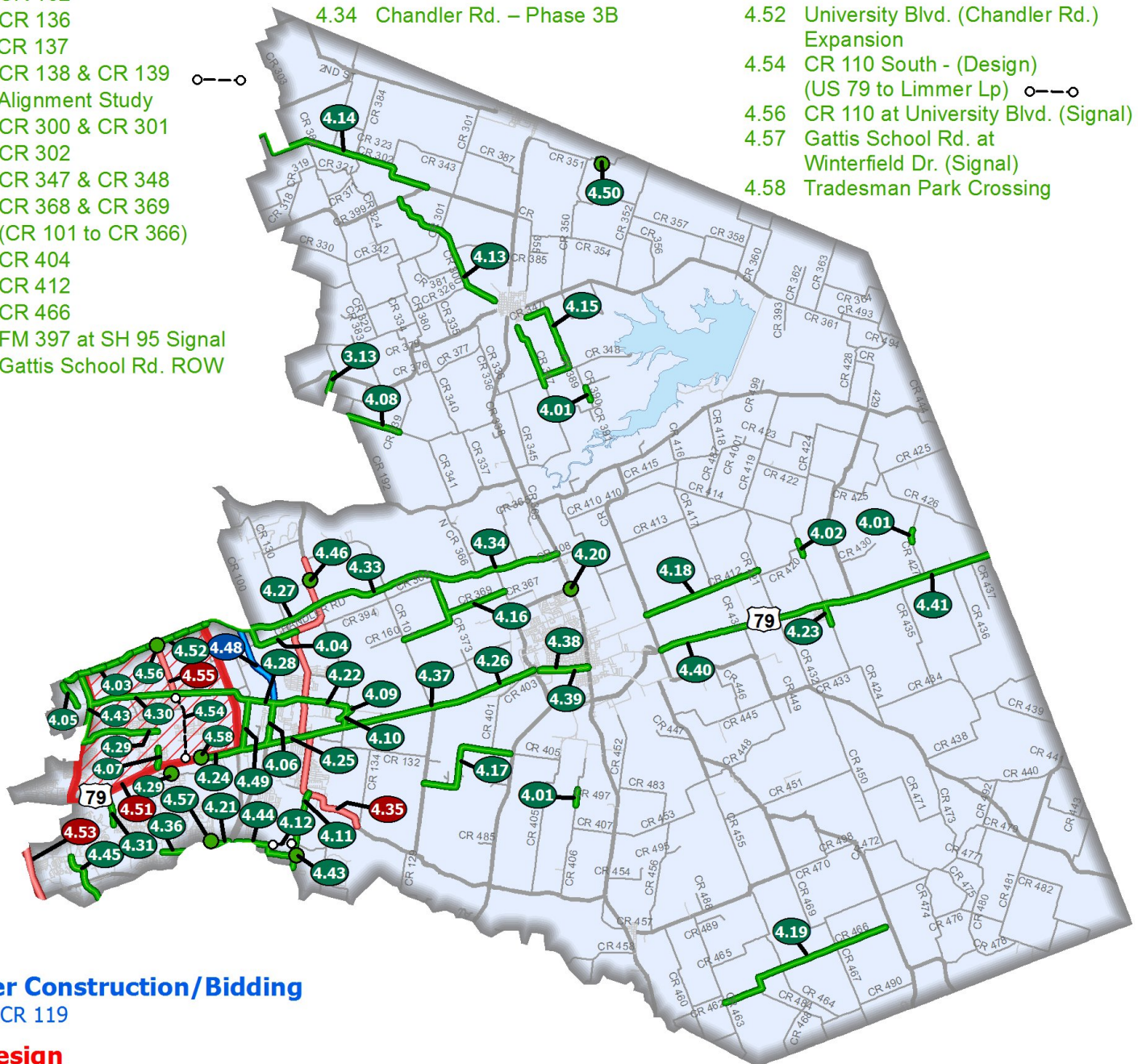


# 2006 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MADSEN

### Completed/Open to Traffic

- |  |                                      |   |
|--|--------------------------------------|---|
| 3.13 CR 157  | 4.22 Limmer Loop – Phase 1A          | 4.36 Gattis School Road                               |
| 4.01 Bridge Replacements Phase 1<br>(CR 390, 406, 427) | 4.23 Thrall School Zone              | 4.37 US 79 - Section 3 (PTF)                          |
| 4.02 CR 424 Bridge Replacement                         | 4.24 US 79 – Section 1               | 4.38 2nd Street Improvements                          |
| 4.03 Chandler Rd. – Phase 1                            | 4.25 US 79 – Section 2               | 4.39 2nd Street Drainage Improvements                 |
| 4.04 CR 100  | 4.26 US 79 – Section 3A              | 4.40 US 79 Section 5A (PTF)                           |
| 4.05 CR 112 – Phase 1                                  | 4.27 Chandler Rd. – Phase 2          | 4.41 US 79 Section 5B (PTF)                           |
| 4.06 CR 119  | 4.28 Limmer Loop – Phase 1B          | 4.43 FM 1460 Section 2                                |
| 4.07 CR 122 at US 79                                   | 4.29 CR 113 / Old Settlers Blvd.     | 4.44 CR 138   |
| 4.08 CR 124  | 4.30 Limmer Loop – Phase 1C          | 4.45 CR 170   |
| 4.09 CR 132  | 4.31 Kenney Fort Boulevard – Phase 1 | 4.46 FM 1660 at Landfill Rd. (CR 128)                 |
| 4.10 CR 136  | 4.33 Chandler Rd. – Phase 3A         | 4.49 CR 108   |
| 4.11 CR 137  | 4.34 Chandler Rd. – Phase 3B         | 4.50 CR 351 at Donahoe Creek                          |
| 4.12 CR 138 & CR 139<br>Alignment Study                |                                      | 4.52 University Blvd. (Chandler Rd.)<br>Expansion     |
| 4.13 CR 300 & CR 301                                   |                                      | 4.54 CR 110 South - (Design)<br>(US 79 to Limmer Lp)  |
| 4.14 CR 302  |                                      | 4.56 CR 110 at University Blvd. (Signal)              |
| 4.15 CR 347 & CR 348                                   |                                      | 4.57 Gattis School Rd. at<br>Winterfield Dr. (Signal) |
| 4.16 CR 368 & CR 369<br>(CR 101 to CR 366)             |                                      | 4.58 Tradesman Park Crossing                          |
| 4.17 CR 404  |                                      |   |
| 4.18 CR 412  |                                      |   |
| 4.19 CR 466  |                                      |   |
| 4.20 FM 397 at SH 95 Signal                            |                                      |   |
| 4.21 Gattis School Rd. ROW                             |                                      |   |



### Under Construction/Bidding

- 4.48 CR 119

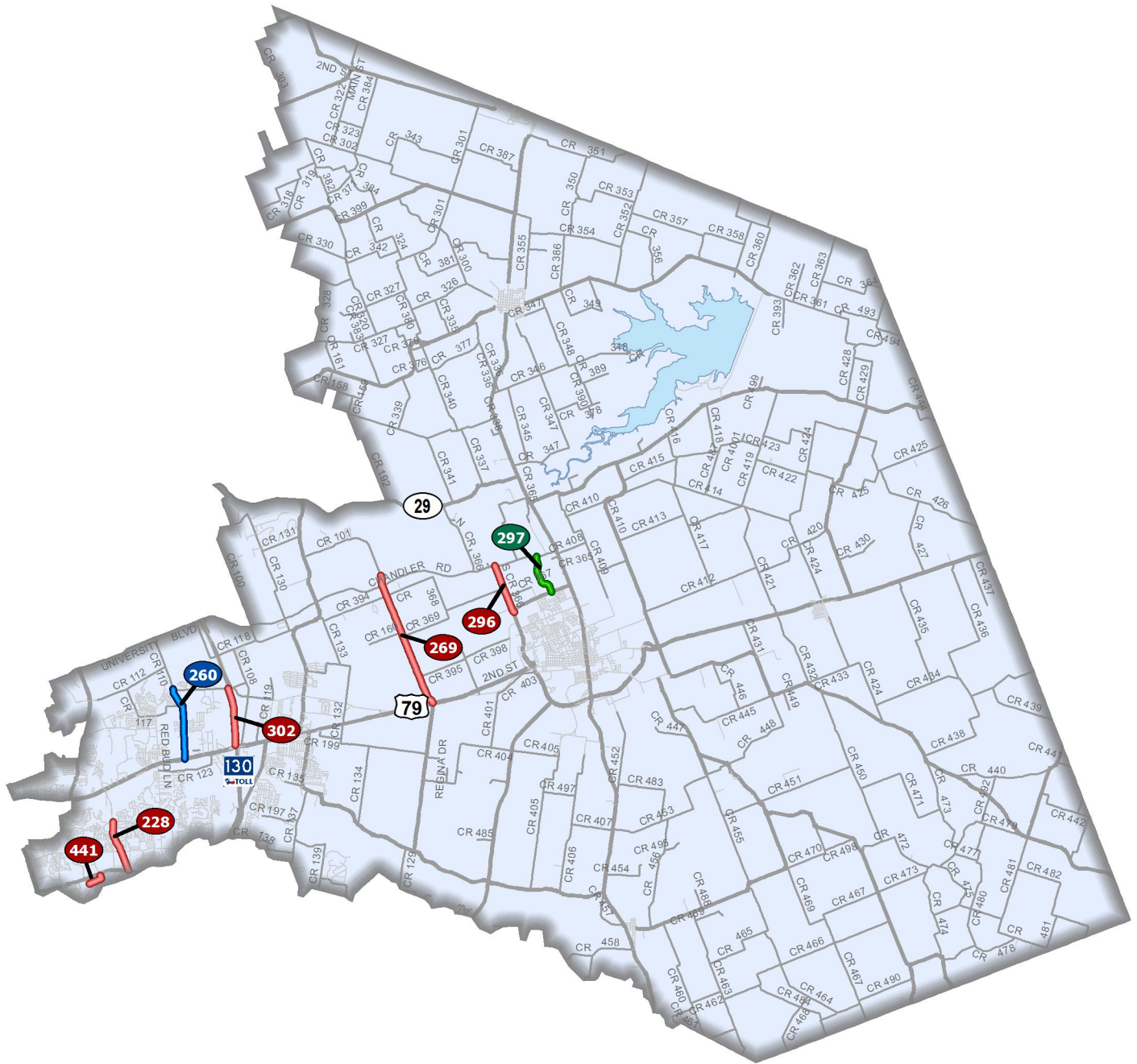
### In Design

- 4.35 FM 1660 (PTF)  
 4.51 CR 110/ Arterial A Study Area  
 4.53 IH 35 Operational Analysis  
 4.55 CR 110 Middle (North of Limmer Loop to CR 107)



# 2013 ROAD BOND PROGRAM PROJECTS

## PRECINCT 4 - COMMISSIONER MADSEN



### Completed/Open to Traffic

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

### Under Construction/Bidding

260 CR 110 South (US 79 to Limmer Loop)

### In Design

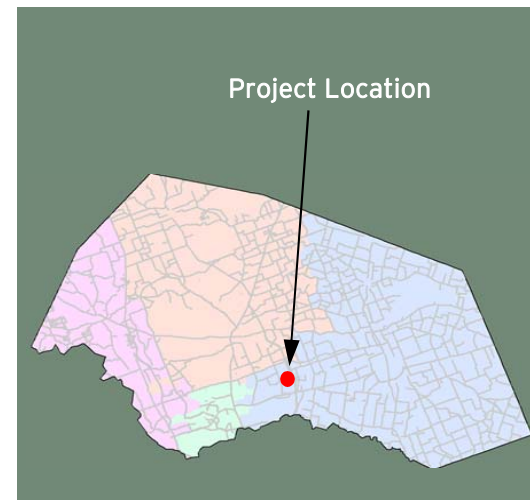
228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

269 CR 101 (US 79 to North of Chandler Rd.)

296 CR 366 Widening - Chandler Rd. to Carlos G. Parker Blvd.

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)



## County Road 110 South (US 79 to Limmer Loop)

Project Length: 2.25 Miles  
Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018  
Estimated Construction Cost: \$11.2 Million



## OCTOBER 2017 IN REVIEW

**10/6/2017:** Chasco Constructors placed concrete for riprap in the ditches and for the bridge deck at the McNutt Creek Bridge. Steel was tied for concrete railing on the retaining walls at McNutt Creek.

**10/13/2017:** Geogrid and flexible base were placed at the McNutt Creek Bridge ends. Traffic was temporarily switched to the new alignment between County Road 122 and Limmer Loop allowing subcontractor Wheeler to pave. Installation began on the extensions for Culverts 4 and 5. Wheeler placed asphalt pavement for the detour from Mozart Lane to north of CR 122.

**10/20/2017:** Concrete riprap was placed in the ditches and two lifts of flexible base were placed at McNutt Creek Bridge. Traffic was switched to the temporary detour from Mozart Ln north to CR 122 allowing excavation of the old roadway. Culverts 4 and 5 were tied-in to existing inlets at the west ROW.

**10/27/2017:** Concrete was placed for the approach slab on McNutt Creek Bridge and concrete railing was installed on the bridge. Concrete was placed for sidewalk on the bridge. Flexible base was placed from Mozart Lane to north of CR 122. Driveway culverts were installed south of Sofia Lane. The culvert across CR 110 at US 79 was installed at night under one-way traffic control.



Design Engineer: Dannenbaum  
Contractor: Chasco Constructors  
Construction Observation:  
David Boone, HNTB

Williamson County  
Road Bond Program

**CR 110 South (US 79 to Limmer Loop)**  
**Project No. 1604-075**

Original Contract Price = \$11,224,589.02

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/27/2016	10/17/2016	1/3/2017	1/13/2017			510	0	510	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	1/13/2017	3/31/2017	78	\$1,644,069.60	\$1,644,069.60	\$182,674.40	\$182,674.40	16	15
2	4/1/2017	4/30/2017	30	\$393,511.50	\$2,037,581.10	\$43,723.50	\$226,397.90	20	21
3	5/1/2017	5/31/2017	31	\$582,730.20	\$2,620,311.30	\$64,747.80	\$291,145.70	26	27
4	6/1/2017	6/30/2017	30	\$630,479.66	\$3,250,790.96	\$70,053.30	\$361,199.00	32	33
5	7/1/2017	7/31/2017	31	\$803,057.63	\$4,053,848.59	\$89,228.62	\$450,427.62	40	39
6	8/1/2017	8/31/2017	31	\$1,287,965.24	\$5,341,813.83	\$143,107.25	\$593,534.87	53	45
7	9/1/2017	9/30/2017	30	\$469,097.52	\$5,810,911.35	\$52,121.95	\$645,656.82	58	51
8	10/1/2017	10/31/2017	31	\$875,490.26	\$6,686,401.61	\$97,276.69	\$742,933.51	66	57

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/15/2017	-5,837.31	-5,837.31

1A: Design Error or Omission. Incorrect PS&E. The proposed flow of water from Box Culvert 6 went through the middle of a downstream property; therefore, a redesign and relocation of Culvert 6 was necessary. 4B: Third Party Accommodation. Third party requested work. The property owner at the downstream end of the proposed culvert requested that the water flow around his property limits, as it does in the current conditions. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Mozart Street connection to CR 110 South was permitted and built after the completion of the CR 110 South roadway plans and plan revisions were required to tie-in properly

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/19/2017	2,840.00	-2,997.31

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order substitutes a wingwall with a special drop inlet due to safety slope reasons. The proposed culvert upstream flowline was approximately 4' below ditch profile grades, which would have resulted in an extremely steep backslope at the end of the culvert. 4B: Third Party Accommodation. Third party requested work. This Change Order also addresses over-runs and under-runs for various waterline components and includes substituting the HDPE bore pipe for steel encasement pipe at the request of Seminole Pipeline.

Adjusted Price = \$11,221,591.71



**Commissioners Court - Regular Session****18.****Meeting Date:** 11/21/2017

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

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 10/27/2017

**Reviewed By**

Wendy Coco

**Date**

10/27/2017 09:36 AM

Started On: 10/26/2017 05:12 PM

**Commissioners Court - Regular Session****19.****Meeting Date:** 11/21/2017

Williamson County Expo Center P418 - Change Order 21

**Submitted By:** Gina Wrehsnig, Infrastructure**Department:** Infrastructure**Division:** Building Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order # 21 from Flintco LLC in the amount of (\$325,637.50) for receiving contingency and buyout savings credits and for additional close-out scopes of work. This change order work is being funded by the Construction Managers Contingency. The change order credits are being funded by the Construction Managers Contingency, Owners Construction Contingency and Buyout Savings.

**Background**

This change order is to accept credits from project contingencies and buyout savings, and for necessary close-out changes in work.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Expo CO21Expo CO21 Budget

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/16/2017 11:06 AM



## Change Order Request

Williamson County Expo Center  
210 Carlos G. Parker Blvd, NW

Flintco, LLC  
Project # 15035

Taylor, TX 76574

Change Order Request: 021

Date: 6/21/2017

To: Dale Butler  
Williamson County Texas  
3101 SE Inner Loop  
Georgetown, TX 78626

From: Gary Miller  
Flintco, LLC  
8100 Cross Park Drive  
Austin, TX 78754

Description	Category	Status
Warranty Period Scope Additions		
Reference	Required By	Days Req
	6/28/2017	0
		\$(325,637.50)

### Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
055	6/21/2017		\$(325,637.50)	0		

### Warranty Period Scope Additions

Item No	Item Description	Amt Prop	Reference
001	Labor, materials, and equipment necessary to raise light fixtures in the covered expo.	\$3,474.00	
002	Labor, materials, and equipment necessary to furnish and install additional insulation in the cavity behind the wall perpendicular to the HufCor moveable wall.	\$2,049.00	
003	Labor, materials, and equipment necessary to furnish and install stainless steel covers in the four ticket window transaction trays.	\$650.00	
004	Construction Manager's Contingency	\$(6,173.00)	
005	Closeout Construction Manager's Contingency	\$(143,213.00)	
006	Closeout Owner's Construction Contingency	\$(4,114.00)	
007	Closeout Buyout Savings	\$(176,384.75)	
008	Closeout Contract (Accounting Error in Owner's Favor)	\$(1,925.75)	

Flintco, LLC

CONTRACTOR

8100 Cross Park Drive  
Austin, TX 78754

Address

By Kirk D. Benken

SIGNATURE [Signature]

DATE 9.8.17

ARCHITECT

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

OWNER

Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

BM

# BIG STATE ELECTRIC, LTD.

7101 Burleson RD • Austin, TX 78702 • Ph.: 512.385.6160 • Fax: 512.385.6177



May 10, 2017

Flintco  
8100 Cross Park Drive  
Austin, Texas 78754

**Attn:** Mike Smith

**Re: Wilco Expo Lights to move them up**

Below is the breakdown of the cost to move the lights up as agreed upon for the Wilco Project.

<b>Austin Mitchusson (Foreman) 32 Regular Hours at \$52.82:</b>	<b>\$1,690.24</b>
<b>Austin Mitchusson (Foreman) 2 hours Overtime at \$74.27:</b>	<b>\$148.54</b>
<b>Tyler Burch (Apprentice) 32 Regular Hours at \$27.73:</b>	<b>\$887.36</b>
<b>Tyler Burch (Apprentice) 2 Hours Overtime at \$38.76:</b>	<b>\$77.52</b>
<b>Lift Rental:</b>	<b>\$648.97</b>
<b>Miscellaneous Material:</b>	<b>\$21.78</b>
<b>Total:</b>	<b>\$3,474.41</b>

If you have any questions or require any additional information regarding our above referenced proposal, please do not hesitate to contact us.

Respectfully submitted,  
Jeremy Miles



**Elliott Electric Supply**  
P.O. BOX 630610, NACOGDOCHES, TEXAS 75963-0610  
Online at [www.ElliottElectric.com](http://www.ElliottElectric.com)

**Ship Ticket**  
**Ticket # 29-65506-01**

445 TEXAS AVENUE  
ROUND ROCK, TX 78664  
512-246-8001

Page: 1

**Customer Account:** (0991547)  
BIG STATE ELECTRIC - AUSTIN  
7101 BURLERSON RD  
AUSTIN, TX 78744

**Ship To Information:**  
BIG STATE ELECTRIC - AUSTIN

**Customer Phone:** 512-385-6160

**Customer Job/PO:** 1666

• Auto-Recorded

**Salesman:** Lerna, Christopher  
**Shipping From:** Round Rock (29)

**Invoice Date:** 4/24/2017  
**Origin Store:** Round Rock (29)

**Date and Time Printed:** 4/24/2017 7:28:13 AM

**Type:** Stock

Item Number	Ship Quantity	Backorder Quantity	Catalog Number	Vendor Code	Description	Unit	Price	Code	Extended Price
1	10	0	953	BRI	3/8" BEAM CLAMP		\$ 217.85	C	\$ 21.78

**Total: \$ 21.78**

**Cartons:** \_\_\_\_\_ **Reels:** \_\_\_\_\_ **Pieces:** \_\_\_\_\_ **Pulled:** \_\_\_\_\_ **Checked:** \_\_\_\_\_ **Delivered:** \_\_\_\_\_

**Ship Via:** Pick Up

**Picked By:** Lerna, Christopher "Chris" W

**Comments:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

*Chris W Lerna*





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www.eqdepot.com

Pon.nl

Equipment Depot  
Austin  
15727 N Interstate 35  
Pflugerville, TX 78660

## RENTAL INVOICE

Invoice No: 51364984  
Invoice Date: 05/10/17  
Customer PO No: 1666  
Payment Terms: NET 30 DAYS  
Due Date: 06/09/17  
Invoice Total: 648.97

Page:1

Bill To Big State Electric LTD  
Melanie Ledesma  
7101 Burleson Rd  
Austin, TX 78744

Ship To Wilco Williamson county Expo  
Austin 512-694-4451  
Austin  
210 Carlos G Parker blvd NW  
Taylor, tx 76574

Customer ID 522141

Shipping Agent  
Ship Date 05/10/17  
ED Order No. R10117731-1  
SalesPerson COURTNEY TUCEK

Qty	Item/Description	Bill From	Bill End	Days	Unit	Unit Price	Total Price
1	32' SLAB SCISSOR Unit: TX150838 S/N: M200002476 Mnf: JLG Model: 3246ES	04/24/17	04/29/17	5	PERIO	450.00	450.00
1.9%-	Rental - Environmental Fee	04/24/17	04/29/17	5	EA	450.00	8.55
0.23 -	Dealer Inventory Tax	04/24/17	04/29/17	5		450.00	1.04
2	Rental - Delivery and Pick up	04/24/17	04/29/17	5	EA	70.00	140.00

Remit To: Equipment Depot  
PO Box 209004  
Dallas, TX 75320-9004

Sub-total 599.59  
Sales Tax - TX-2 49.38  
Invoice Total 648.97

Austin (512) 252-2300 Beaumont (409) 842-0575 Brazos Port (979) 864 4800 Corpus Christi (361) 887-8901 Dallas (972) 438-8000 Ft Worth (817) 834-8841  
Houston (713) 869-6801 Laredo (956) 725-8540 Longview (903) 757-2911 McAllen (956) 461-5858 San Antonio (210) 225-1221 Sherman (903) 891-3000 Waco (254) 662-4322



# Baker Drywall

DATE: April 25, 2017

TO: Flintco  
8100 Cross Park Dr  
Austin, TX 78754  
Attn: Nick Janota

JOB WORK ORDER # 2

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: Extra Work N.I.C. Add Insulation behind metal panels in Expo Area

FOREMAN:	11	HOURS @	\$45.00	\$495
FOREMAN OT:	0	HOURS @	\$67.50	\$0
MECHANIC	11	HOURS @	\$37.50	\$413
MECHANIC OT:	0	HOURS @	\$56.25	\$0
LABORER:	0	HOURS @	\$32.00	\$0
LABORER OT:	0	HOURS @	\$16.00	\$0
Delivery Fee	1	Lump Sum	\$150.00	\$150
	0			

LABOR TOTAL: \$1,058

MATERIALS:	QUANTITY	UNIT PRICE	
5/8" Dens Armor Plus 4x10	0 pcs	\$25.00	\$0
Fastners	1 pcs	\$75.00	\$75
Corner Bead	0 pcs	\$6.00	\$0
Spray Glue	0 pcs	\$10.00	\$0
Bag R-19 Insulation	7 bag	\$40.00	\$280
	0 pcs	\$0.00	\$0
	0	\$0.00	\$0
	0	\$0.00	\$0
	0	\$0.00	\$0

EQUIPMENT:		\$0.00	\$0
lift pick up and delivery	1 ea	\$130.00	\$130
scissor lift	16 hrs	\$20.00	\$320

SALES TAX: 0.00% \$0

MATERIAL TOTAL: \$805

TOTAL COST: \$1,863

OVERHEAD: 5% \$93

PROFIT: 5% \$93

TOTAL DUE THIS WORK AUTHORIZATION: \$2,049

Thank You

## WORK AUTHORIZATION

No. 2  
SHEET NO.

DATE 4-25-2017

CUSTOMER ORDER NO.

**PROJECT** Williamson County Expo Center

JOB NO. 12-02-0990

**WORK PERFORMED BY Baker Triangle**

FOR Flintco

**AUTHORIZED BY Mike Smith**

**TITLE** Superintendent

**DESCRIPTION OF WORK** Had to install R-19 insulation behind panels to stop sound from traveling from north hall south hall. Had to pull off braces for panels and pull back black plastic. Once we finished we put plastic back across the wall and re installed braces for panels.

LABOR				MATERIAL	
NAME	TRADE	ACTUAL HOURS WORKED		DESCRIPTION	QUANTITY
		STRAIGHT TIME	PREMIUM TIME		
Calob Myers	F	11.00		1 1/8 SD	1 box
Jordan Bell	M	11.0		R-19 Insulation	7 bags
TOTAL					

## EQUIPMENT & TOOLS

DESCRIPTION	TIME	TERMS OF WORK AUTHORIZATION
Delivery		1. Must be paid within 30 days of completion.
19' scissor lift	2 days	2. If change order from contractor is required, change order will be issued within 5 days.
		3. Contractor's representation signing has fully authority to issue work authorization.
		4. Retainage will not be withheld unless agreed in advance.

REMARKS:

CONTRACTOR	ARCHITECT	
BY	OWNER	SUBCONTRACTOR
BILLING ADDRESS	ADDRESS	BILLING ADDRESS

JOB COMPLETED	YES	NO
---------------	-----	----

**WORK AUTHORIZATION NOT SIGNED BECAUSE:**

**NOTE: COMPLETE A SEPARATE DAILY WORK ORDER**

UNABLE TO CONTACT REPRESENTATIVE

FOR (1) EACH JOB (2) EACH DAY

AUTHORIZED BY PHONE

(DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE



# Proposal

Page 1 of 1 Page



**Complete Glass & Aluminum Fronts • Sales & Service**  
1604 West Second Street, P.O. Box 803  
TAYLOR, TEXAS 76574

**Taylor: (512) 352-7618 • Austin: (512) 365-2016 • FAX: (512) 352-9243**

PROPOSAL SUBMITTED TO		PHONE	DATE
FLINTCO CONSTRUCTION ATTN: NICK		(512) 512-891-7224	5/3/2017
STREET		JOB NAME	
8100 CROSS PARK Dr.		WILCO EVENT CENTER	
CITY, STATE AND ZIP CODE		JOB LOCATION	
AUSTIN, TEXAS 78754-5249		TAYLOR, TEXAS	
ARCHITECT	DATE OF PLANS	JOB PHONE	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Furnish and install 4 stainless steel covers at ticket window pass thru. Note these covers are not fastened and have to be removed when in use and reinstalled when not used.

**Add of..... \$650.00**

**Since the Texas Energy Code involves the entire building envelope Floyd's Glass Company does not warrant that this glass meets that code.  
\*\*SUBJECT TO A MUTUALLY AGREEABLE CONTRACT\*\***

Payment to be made as follows:

**ALL PAYMENTS ON THE ABOVE COMPLETED CONTRACT TO BE MADE IN TAYLOR, WILLIAMSON COUNTY, TEXAS  
MONTHLY DRAWS ON COMPLETED WORK/DELIVERED MATERIALS BY 10<sup>TH</sup> OF FOLLOWING MONTH**

Authorized  
Signature

*Jody Hilton*

Jody Hilton / Sr. Project Manager

Notes: This proposal may be  
Withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal** - The above

prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

### GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
<b>Construction Manager's Contingency</b>		\$ 1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			\$ (500,000.00)
	PCO#020 - Transfer to Owner Contingency			\$ (400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			\$ (15,108.00)
OCO#014	Fence Revisions, Added Concrete Topping, etc.			\$ (5,549.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			\$ (23,432.00)
OCO#019	Various Changes for Close-out & Punch Items			\$ (23,510.00)
OCO#020	Various Changes for Close-out & Punch Items			\$ (8,473.45)
OCO#021	Various Changes for Close-out & Punch Items			\$ (6,173.00)
<b>Construction Manager Contingency - Subtotal</b>		\$ 1,125,458.00	\$ -	\$ (982,245.45)
<b>Construction Manager Contingency - Total</b>			\$ 1,125,458.00	\$ 143,212.55

<b>Owner's Construction Contingency</b>		\$ 253,228.00		
	PCO#011 - Transfer from CM Contingency			\$ 500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			\$ (24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			\$ (489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			\$ (14,579.00)
OCO#004	PCO#018 - Concrete Protection			\$ (2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			\$ (12,860.00)
	PCO#020 - Transfer from CM Contingency			\$ 400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competition			\$ (399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			\$ (162,409.00)
OCO#007	Electrical Upgrades			\$ (15,225.00)
OCO#008	NOT ACCEPTED			\$ -
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			\$ -
OCO#010	Additional Concrete at South End of Existing Arena			\$ (7,316.00)
OCO#015	Replace Existing Arena Downspouts			\$ (16,922.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			\$ (4,600.00)
<b>Owner's Construction Contingency - Subtotal</b>		\$ 253,228.00	\$ -	\$ (249,114.00)
<b>Owner's Construction Contingency - Total</b>			\$ 253,228.00	\$ 4,114.00

<b>Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES</b>		\$ 484,142.00		
	PCO#010 - Removal of 6 Trees			\$ (2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			\$ 1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			\$ 12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			\$ (4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			\$ (673.00)
OCO#007	Added Scope through ASI 005			\$ (58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			\$ (48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			\$ (29,358.00)
	Footing Mix Allowance Balance			\$ 24,901.00
	Paving Specialities Balance			\$ (1,879.00)
OCO#012	Paint Existing Arena Structure and Misc.			\$ (68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			\$ (18,485.00)
OCO#014	Lighting Controls Credit			\$ 1,349.00
OCO#014	Fence Revisions, Added Concrete Topping, etc.			\$ (48,933.00)
OCO#016	Various ASI's, RFI's, etc. and additional Rain Days			\$ (10,095.00)
OCO#017	Additional Drainage Work at West Concession Area			\$ (19,984.00)
OCO#018	Additional Parking Sitework at Covered Penning			\$ (29,883.00)
OCO#019	Additional Work at Close-Out			\$ (6,035.25)
<b>Future Buyout Delta - Subtotal</b>		\$ 484,142.00	\$ -	\$ (307,757.25)
<b>Future Buyout Delta - Total</b>			\$ 484,142.00	\$ 176,384.75

**Commissioners Court - Regular Session****20.****Meeting Date:** 11/21/2017

2013 Road Bond Transfer

**Submitted By:** Emmeline Palma, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move \$550,000 from 2013 Road Non-Departmental (P290) to CR 305 @ IH35 Phase 1 (P306) of \$450,000 and Bagdad Road @ CR 278 of \$100,000.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[2013 Road Bond Transfer](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Emmeline Palma

Final Approval Date: 11/15/2017

**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/15/2017 07:32 AM

# Memo

To: Emmeline Palma, Williamson County Auditor's Office  
Cc: Tomika Lynce, Williamson County Auditor's Office  
Jolene Crist, Williamson County Auditor's Office  
From: Michael J. Weaver  
Date: November 15, 2017  
Re: 2013 Road Bond Budget Adjustments

---

Please make the following budget adjustments for the 2013 Road Bond projects:

- Move \$450,000.00 from P-290 2013 Unallocated to P-306 CR 305 @ IH35 Phase 1;
- Move \$100,000.00 from P-290 2013 Unallocated to P-438 Bagdad Road @ CR 278

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure  
Pam Navarrette, Williamson County Auditor's Office  
Christen Eschberger, P.E., HNTB  
Marie Walters, PSI

**Commissioners Court - Regular Session****21.****Meeting Date:** 11/21/2017

Discuss consider and take appropriate action on approving a variance request to the WCSR from Sonwest Co for Sonterra Sec 10 Ph 3 - Pct 3

**Submitted For:** Terron Evertson**Submitted By:** Katheryn Cromwell, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Sonwest Co. for Sonterra, Section 10 Phase 3 - Pct 3

**Background**

The developer of the Sonterra subdivision is requesting a variance from the Williamson County Subdivision Regulations as discussed in their attached letter. Staff recommends approval.

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

Started On: 11/16/2017 10:30 AM

November 15th, 2017

From:  
Andrew Bilger  
Vice President  
Sonwest, Co.  
512-738-1411

To:  
J. Terron Evertson, PE, CFM, DR  
County Engineer  
Williamson County, TX  
[tevertson@wilco.org](mailto:tevertson@wilco.org)  
(512) 943-3330

Terron,

As previously discussed, Sonwest Co., a land development company currently developing Sonterra, in Jarrell, is requesting a variance(s) to the 2013 Williamson County Subdivision Rules, under Section 10, titled Variances. This variance(s) is required to relieve the economic hardship due to past County direction concerning the process of County Review and Approval of condo development within Williamson County and satisfies the spirit of 'justice' within the Subdivision Regulations under Section 10, Variances.

We request specific variance(s) to issues as discussed in the Williamson County Engineers Letter, dated November 7<sup>th</sup>, 2017, now attached as Exhibit A, for Sonterra Section 10, Phase 3, including but not limited to all variances and waivers addressed within the letter we specifically request the following variances from the Sections of 2013 Williamson Co. Subdivision Regulations;

- Variance to Section 9.9
- Variance to Section B3.6.4
- Variance to Section B3.6.3
- Variance to Section B3.7.2
- Variance to Section B3.7.6
- Variance to Section B8.1
- Variance to Appendix F2
- Variance to Hammerheads

Sonwest Co. requests to be on the November 22<sup>nd</sup>, Commissioners Court Agenda. We appreciate the County's work on this issue.

Regards,  
Andrew Bilger  
Sonwest Co.  
512-738-1411

## EXHIBIT A

**From:** Doug Woodall [<mailto:doug.woodall@wilco.org>]  
**Sent:** Tuesday, November 07, 2017 2:54 PM  
**To:** Jennifer Franklin @PD <[JFranklin@pape-dawson.com](mailto:JFranklin@pape-dawson.com)>; Emmett Gold @PD <[EGold@pape-dawson.com](mailto:EGold@pape-dawson.com)>  
**Subject:** FW: Sonterra Section 10, Phase 3 Preliminary Plan Review Comments

Williamson County has completed review of the preliminary plans submission for Sonterra Section 10, Phase 3 Condominiums. Please reference the letter from the County Engineer concerning the applicability of Williamson County Subdivision Regulations to Condominium Developments. The letter states in part that a condominium development comprised of subdivided tracts of land is a subdivision within the meaning of the provisions for subdivision regulations in Chapter 232, Subsection A and E, regardless of whether the land is owned by a single owner or commonly owned by multiple owners. Chapter 82 of the Property Code does not supersede or supplant the provisions of the Chapter 232 Local Government Code subdivision requirements. As such, the following comments are offered for your consideration:

### **Overall comment**

- Based on the above, all roads in private subdivisions must meet County road standards. Exception are required for those items in the plans that do not meet county planning, specifications and design requirements per the 2013 Williamson County Subdivision Regulations.

### **General Notes and Standard Sheets**

- The plans must include the Williamson County pavement construction notes as found in Sections B4 through B9 of the Williamson County Subdivision Regulations.
- Please include a note stating, "ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)".
- Please supplement the street name signs to require WHITE letters on a GREEN background.

### **P&P Sheet / Typical Section**

- The P&P sheets should indicate the classification of each roadway as well as the design speed. Minimum design speed for local roadways is 25 MPH.
- The minimum width for urban local streets is 30 feet LOG/LOG, utilizing 6 inch barrier curb.
- The minimum vertical landing length approaching intersections is 50' for local roads with a maximum grade of 2%.
- Private parking areas/spaces are not allowed along public streets.
- Please show that an emergency vehicle (WB-50 vehicle) maneuver all areas within the roundabout without jumping the curb.
- Dead end roads in residential developments that are not proposed to be extended at some time in the future and have a throat length of 150 feet or less shall have a cul-de-sac with a minimum right-of-way radius of 50 feet and a minimum pavement radius of 40 feet to LOG.

- “No Outlet” signs shall be placed at the entrance to the dead-end road, even if the road is planned to be extended at some time in the future. Dead end roads that end at undeveloped property must be extended to the property line. At the terminus, a temporary cul-de-sac shall be provided for all such streets having throat lengths more than 150 feet. Hammerhead design will not be allowed; however, alternate designs, such as landscape center islands, may be considered by the County Engineer to ensure a sufficient turnaround area is provided. For all temporary cul-de-sacs, temporary easements shall be established for the portions of the cul-de-sac which lie outside the road right-of-way.

#### **Drainage**

- Maximum allowable distance for sheet (overland) flow is 100 feet. Sheets 18 & 21 reference sheet flow in excess of 100 feet.
- On curb and gutter roadways, the roadway shall be designed so that no more than one half of one travel lane shall be inundated by the 10-year storm. Please provide calculations showing this requirement is met.
- Please provide calculations showing the existing culverts under CR 313 do not need to be upsized as a result this new development. These culverts were designed for pre-development conditions. If the culvert is undersized for the developed condition, provisions should be made in the plans to replace with properly sized culverts to prevent water backup from affecting new home construction and/or inundation of the county road due to head in the detention pond.

#### **General**

- Once available, please forward a copy of the drainage report and the complete geotechnical report, including pavement recommendations, specific to this project.
- The Owner shall provide a maintenance schedule for the roads to the County Engineer for approval. The schedule shall include the maintenance activities, their cycle of occurrence, and the current cost of providing the maintenance activity. The total cost of the activities along with a rate of inflation shall be used to determine the annual assessment per lot.
- The Owner shall pay plan review and inspection fee based on the number of lots/length of roadway and construction cost for the roads/drainage facilities/soil erosion. Inspections fee calculations shall be signed and sealed by a Registered Professional Engineer. These calculations must be approved by the County Engineer.
- A Signature Block for Williamson County should be provided that states, “REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:”

If you have any questions regarding this review, please feel free to contact me at your convenience at (512) 943-3336 or [doug.woodall@wilco.org](mailto:doug.woodall@wilco.org).”



**Commissioners Court - Regular Session****22.****Meeting Date:** 11/21/2017

Discuss consider and take appropriate action regarding a request to allocate Room 106 of the Justice Center for use by the Sheriff's Office

**Submitted For:** Robert Daigh**Submitted By:** Kelly Murphy, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action regarding a request by Judge Kennon to allocate Room 106 of the Justice Center for use by the Sheriff's Office.

**Background**

Room 106 would be used principally to office SO transportation officers. These officers transport individuals between the Justice Center and the Jail.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kelly Murphy

Final Approval Date: 11/13/2017

**Reviewed By**

Wendy Coco

**Date**

11/13/2017 04:31 PM

Started On: 11/13/2017 03:47 PM

**Commissioners Court - Regular Session****23.****Meeting Date:** 11/21/2017

TXDOT Resolution for AFA

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Resolution for the TXDOT Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System in regards to the CR 456 truss bridge in Copeland.

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:17 AM

Started On: 11/16/2017 10:09 AM

**STATE OF TEXAS**

**\***

**THE COMMISSIONERS COURT  
OF**

**COUNTY OF WILLIAMSON**

**\***

**WILLIAMSON COUNTY, TEXAS**

***KNOW ALL MEN BY THESE PRESENT that on this, the 21st day of November 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.***

**RESOLUTION:**

WHEREAS, An Advance Funding Agreement with TXDOT for Bridge Replacement or Rehabilitation Off the State System which would benefit the citizens of Williamson County.

***Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.***

***RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2017.***

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

***Attest:***

\_\_\_\_\_  
***Nancy E. Rister, County Clerk***

**Commissioners Court - Regular Session****24.****Meeting Date:** 11/21/2017

TXDOT AFA CR 456 truss bridge

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System with TXDOT in regards to the CR 456 truss bridge in Copeland.

**Background**

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**TXDOT AFA CR 456 truss bridge

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:17 AM

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

STATE OF TEXAS       §

COUNTY OF TRAVIS    §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Williamson, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at CR 456, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_; and

**WHEREAS**, the State has requested that the Local Government grant the State access to its right-of-way to rehabilitate the bridge located at CR 456 at Brushy Creek, at no cost to the Local Government; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

## **AGREEMENT**

### **1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### **2. Termination of this Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### **3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### **4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### **5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation

shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

**6. Right of Way and Real Property**

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- A.** A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.
- B.** Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.



- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. The Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be

deposited by the State and managed by the State. The funds may only be applied to the State Project.

- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to \_\_\_\_\_ percent (\_\_\_\_%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items

required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

- A.** Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this Agreement shows a list of EMPs under this Agreement.
- B.** Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C.** Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this Agreement.
- D.** Responsibilities of the Local Government on EMPs.
  - 1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  - 2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWPs.
  - 3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMPs.

4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

#### 15. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**19. Compliance with Laws**

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

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

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Civil Rights Compliance**

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will

so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**25. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall



take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.sam.gov/portal/public/SAM/>;
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### **32. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

CSJ # 0914-05-181  
District #14 - Austin  
Code Chart 64 #50246  
Project: CR 456 @ Brushy Creek  
NBI Structure #14-246-0-AA04-10-001  
Federal Highway Administration  
CFDA Title: Highway and Construction  
CFDA No.: 20.205  
Not Research and Development

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0914-05-181  
District #14 - Austin  
Code Chart 64 #50246  
Project: CR 456 @ Brushy Creek  
NBI Structure #14-246-0-AA04-10-001  
Federal Highway Administration  
CFDA Title: Highway and Construction  
CFDA No.: 20.205  
Not Research and Development

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Gregg A. Freeby, P.E.  
Director, Bridge Division  
Texas Department of Transportation

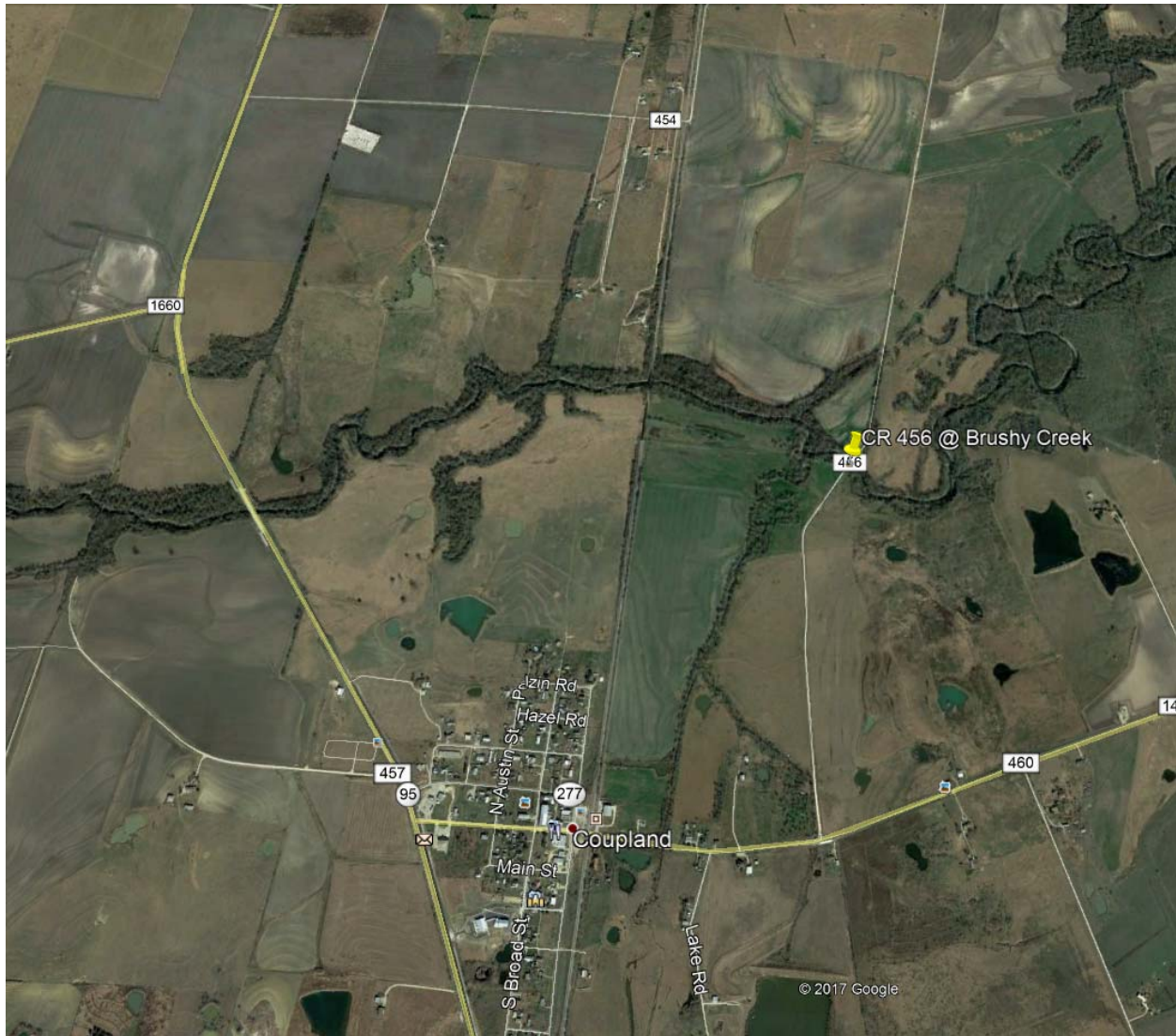
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Date

CSJ # 0914-05-181  
District #14 - Austin  
Code Chart 64 #50246  
Project: CR 456 @ Brushy Creek  
NBI Structure #14-246-0-AA04-10-001  
Federal Highway Administration  
CFDA Title: Highway and Construction  
CFDA No.: 20.205  
Not Research and Development

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**

CSJ # 0914-05-181  
District #14 - Austin  
Code Chart 64 #50246  
Project: CR 456 @ Brushy Creek  
NBI Structure #14-246-0-AA04-10-001  
Federal Highway Administration  
CFDA Title: Highway and Construction  
CFDA No.: 20.205  
Not Research and Development

## ATTACHMENT B PROJECT LOCATION MAP





CSJ # 0914-05-181  
 District #14 - Austin  
 Code Chart 64 #50246  
 Project: CR 456 @ Brushy Creek  
 NBI Structure #14-246-0-AA04-10-001  
 Federal Highway Administration  
 CFDA Title: Highway and Construction  
 CFDA No.: 20.205  
 Not Research and Development

**ATTACHMENT C \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
<b>NOT Applicable</b>				
Total				
EMP work credited to this PWP*				
Balance of EMP work available to associated PWPs				
Associated PWPs CSJs		Amount to be Credited to Associated PWPs		

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

\*\*This attachment not applicable for non-PWPs.

## ATTACHMENT D ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)     \$170,200	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation		(3) \$0
Construction	\$740,000	
Engineering and Contingency (E&C)	\$107,300	
The Sum of Construction and E&C	(2)     \$847,300	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$0
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$0
Total Project Direct Cost	(1+2)     \$1,017,500	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
 on Attachment C.     \$0

**Commissioners Court - Regular Session****25.****Meeting Date:** 11/21/2017

Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with NSJS Limited Partnership for right of way needed on the SH 29 @ D.B. Wood Rd. project (Parcel 4) Funding source Road Bond P237

**Background**

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**Fiscal Impact**

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

**Attachments**[NSJS Contract](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

Started On: 11/16/2017 10:15 AM

**REAL ESTATE CONTRACT**  
SH 29 @ DB Wood Rd. – Parcel

THIS REAL ESTATE CONTRACT ("Contract") is made by **NSJS LIMITED PARTNERSHIP** (collectively referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

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

All of that certain 0.104 acre (4,520 SF) of land in the Joseph Pulsifer Survey, Abstract No. 498, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 4**);

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

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage to the remaining property of Seller as a result of this transaction, shall be the sum of THIRTY-SIX THOUSAND ONE HUNDRED SIXTY and 00/100 Dollars (\$36,160.00).

Payment of Purchase Price

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

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Community National Title Company ("Title Company") on or before December 1, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

### Prorations

5.04. General real estate taxes for the then current year, and any previous years not fully paid, relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

### Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

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

## **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

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



### Memorandum of Contract

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

### Compliance

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

### Effective Date

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

### Counterparts

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

### Possession and Use Agreement

8.12. By execution of this Contract the parties agree that at any time after the expiration of thirty days subsequent to the Purchaser's tender of the full amount of the Purchase Price to the Title Company's escrow account, that Purchaser, its employees, contractors and agents shall be allowed to take exclusive possession of the Property prior to the Closing Date if Purchaser determines it shall become necessary for undertaking investigation or construction activities related to the proposed SH 29 @ DB Wood roadway improvements, and Purchaser shall be allowed to remove any improvements existing on the Property at that time and not previously retained and removed by Seller. If requested by Purchaser, the Seller shall execute a Possession and Use Agreement document to this effect, in a form prepared by Purchaser and which is suitable for recording in the Real Property Records of Williamson County, Texas

*(signature page follows)*

**SELLER:**

NSJS Limited Partnership

By:   
James Bonnett General Partner

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

## EXHIBIT A

**COUNTY:** Williamson  
**PARCEL No.:** 4  
**HIGHWAY:** State Highway No. 29  
**LIMITS:** From: River Chase Boulevard  
To: Legend Oaks Drive  
**CSJ:** N/A

### PROPERTY DESCRIPTION FOR PARCEL 4

**DESCRIPTION OF A 0.104 ACRE (4,520 Sq. Ft.) TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JOSEPH PULSIFER SURVEY, ABSTRACT NUMBER 498, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT IDENTIFIED AS 10.008 ACRES DESCRIBED IN DEED UNTO NSJS LIMITED PARTNERSHIP, DOCUMENT NUMBER 199984627 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), THE SAID 0.104 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a 1/2 inch iron rod found for the southwest corner of said 10.008 acre tract, same being the southeast corner of that tract identified as Tract II, 2.0 acres in deed unto Ricky Lane Patterson, Document Number 98004192 (O.P.R.W.C.T.), said 1/2 inch iron rod found being near the existing north right-of-way line of Texas State Highway No. 29 (a public roadway, with an existing 100' ROW);

**THENCE**, North 21°40'42" West, a distance of 1.38 feet to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set in the existing north right-of-way line of said Texas State Highway No. 29, for the southwest corner of, and the **POINT OF BEGINNING** of the tract described herein;

**THENCE**, North 24°40'42" West, leaving said existing north line of said Texas State Highway No. 29, going along the common line between the said 10.008 acre tract, and the said 2.0 acre tract, a distance of 19.08 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the Proposed north ROW line of said Texas State Highway No. 29, 68.00 feet left of station 136+55.43;\*\* N=10204692.15 E=3122540.69

**THENCE**, North 87°39'01" East, leaving said common line, going over, across and through said 10.008 acre tract, along said Proposed north ROW line of Texas State Highway No. 29, a distance of 259.87 feet to a 5/8-inch iron rod with an aluminum TxDOT ROW cap set for intersection with the west line of River Chase Boulevard (a public roadway, right-of-way varies);\*\*

**THENCE**, 26.37 feet with a curve to the right, having a radius of 25.00 feet, a delta angle of 60°26'18", and a chord Bearing and distance of South 41°59'07" West, 25.17 feet, leaving the proposed north ROW line of Texas State Highway No. 29, along the west ROW line of said River Chase Boulevard, same being the east line of the remainder of said 10.008 acre tract, to a 5/8-inch iron rod with a plastic cap (inscribed "Unintech Consulting Engineers") set for intersection with said existing north ROW line of Texas State Highway No. 29, from whence, a 1/2 inch iron rod found, bears South 80°04'55" West, a distance of 6.9 feet;

**THENCE**, South 87°39'01" West, along the existing north right-of-way line of said Texas State Highway No. 29, same being the south line of the remainder of said 10.008 acre tract, a distance of 235.97 feet to the **POINT OF BEGINNING**, containing 0.104 acre (4,520 square feet) of land area, more or less.

\*\* The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II ROW Marker upon the completion of the highway construction project under the supervision of a RPLS, either employed or retained by TxDOT.

This description is accompanied by a separate exhibit.

All Bearings are based on The City of George Town Control Network established in 1996, Texas Coordinate System of 1983 (1993 Adj.) HARN, Texas Central Zone. Combined Surface Adjustment factor 1.00009768. All coordinates are surface adjusted.

STATE OF TEXAS                    §  
    **KNOW ALL BY THESE PRESENTS §**  
COUNTY OF TRAVIS            §

THAT I, LYNN R. SAVORY, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS \_\_\_\_th DAY OF \_\_\_\_\_, 2017

**PRELIMINARY**, This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey.

---

LYNN R. SAVORY, R.P.L.S.  
STATE OF TEXAS NO. 4598  
Unintech Consulting Engineers  
505 E. Huntland Drive, Suite 335  
Austin, Texas 78752

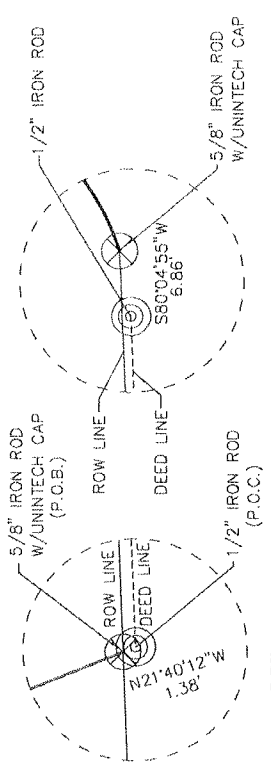
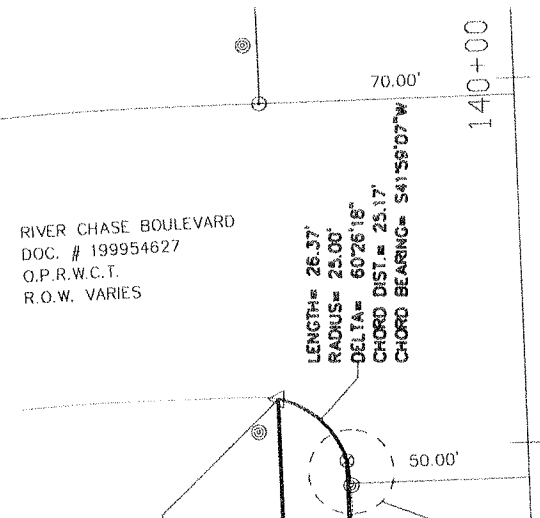
WCAD ID NO. R382109  
NSJS LTD.  
10.008 ACRES  
DOC. NO. 199984627  
O.P.R.W.C.T.

# JOSEPH P. PULSIFER SURVEY ABSTRACT NUMBER 498

STA 136+55.43  
N= 10204692.15  
E= 3122540.686  
OFFSET 68' LT

WCAD ID NO. R382109  
NSJS LTD.  
10.008 ACRES  
DOC. NO. 199984627  
O.P.R.W.C.T.

STA 139+15.38  
N= 10204702.81  
E= 3122800.34  
OFFSET 68' LT



BASIS OF BEARING:  
ALL BEARINGS ARE BASED ON THE CITY OF  
GEORGETOWN CONTROL NETWORK ESTABLISHED  
IN 1996, TEXAS COORDINATE SYSTEM OF 1983  
(1993 ADJ.) HARN, CENTRAL ZONE, COMBINED  
SURFACE ADJUSTMENT FACTOR 1.00009768. ALL  
COORDINATES ARE SURFACE ADJUSTED.

SKETCH TO ACCOMPANY  
FIELD NOTES

PAGE 4 OF 4 PAGES

## LEGEND

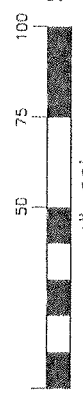
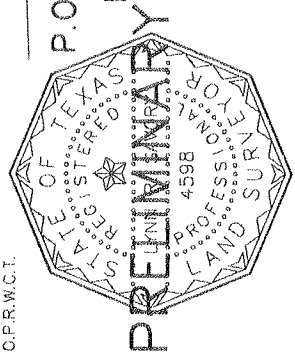
PRVCT	PLAT RECORDS	WILLIAMSON COUNTY TX	TXDOT TYPE 1 MONUMENT
OPRVCT	OFFICIAL PUBLIC RECORDS	WILLIAMSON COUNTY TX	IRON PIPE FOUND
DRVCT	DEED RECORDS	WILLIAMSON COUNTY TX	1/2\"/>

DATE: 4-7-17

ACCT NO.		CSJ NO.	PARCEL 4	
DIST: AUSTIN	COUNTY: WILLIAMSON	HWY: S.H. 29	S.H. 29	
APPEARANT: AC.	10.008	TAKING: AC.	WILLIAMSON COUNTY	
REMAINDER: AC.	9.904		TEXAS	

UNITECH CONSULTING ENGINEERS, INC.  
532 E. HUNTLAND DRIVE, SUITE 201  
AUSTIN, TEXAS 78745  
TEL: 512-454-4239 FAX: 512-454-4239  
WWW.UNITECH-ENG.COM

TEXAS DEPARTMENT OF TRANSPORTATION  
© 2016



PARCEL 4

PARENT TRACT INSET  
N.T.S.

STA 136+50.17  
N= 10204706.92  
E= 3122534.814  
OFFSET 83' LT

WCAD ID NO. R307296  
RICKEY LANE PETERSON  
2.0 ACRES  
DOC. NO. 98004192  
O.P.R.W.C.T.

PROPOSED R.O.W.

PARCEL 4

N87°39'01\"/>

TEXAS STATE HIGHWAY NO. 29  
(100' R.O.W.)

SEE DETAIL 1

SEE DETAIL 2

DETAIL 2  
N.T.S.

DETAIL 1  
N.T.S.

RIVER CHASE BOULEVARD  
DOC. # 199954627  
O.P.R.W.C.T.  
R.O.W. VARIES

**Commissioners Court - Regular Session****26.****Meeting Date:** 11/21/2017

Interlocal Agreement

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements relating to the CR 305 Project. Road Bond Funding Source P306

**Background**

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**Fiscal Impact**

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

**Attachments**WCRRWL ILA

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

Started On: 11/16/2017 10:28 AM

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS**

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

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS** (“Agreement”) is entered into between Brazos River Authority (“BRA”), Williamson County, a political subdivision of the State of Texas (the “County”), the City of Round Rock, Texas (“Round Rock”), the City of Georgetown, Texas (“Georgetown”), and Brushy Creek Municipal Utility District (“BCMUD”), collectively referred to as the “Parties”.

**WHEREAS**, the BRA operates the Williamson County Regional Raw Water Line (“WCRRWL”), which consists of approximately 28 miles of pipeline, needed to convey water from Stillhouse Hollow Lake to Lake Georgetown;

**WHEREAS**, the County is and has been in the process of improving County Road 305 at IH 35 (the “CR 305 Project”) and Ronald Reagan Boulevard at IH 35 (the “RRB Project”), collectively referred to herein as the “Projects”; and

**WHEREAS**, the re-alignment of roads contemplated by the Projects will necessitate the relocation of certain sections of the WCRRWL; and

**WHEREAS**, Round Rock, Georgetown, BCMUD, and BRA are parties to the Williamson County Regional Raw Water Line Agreement, which sets forth the agreements relating to oversight, operations and maintenance of the WCRRWL;

**WHEREAS**, in an effort to facilitate the Projects, the County desires to relocate portions of the WCRRWL into new right-of-way; thus, this Agreement sets forth the terms and conditions for the relocation of portions of the WCRRWL.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.  
STATEMENT OF INTENT**

**1.01 General.** The purpose of this Agreement is to set forth the responsibilities and obligations of the Parties relating to relocation of the WCRRWL.

**1.02 Relocation of Waterline.** The County will, at its sole expense, relocate the impacted sections of the WCRRWL (hereinafter the “Waterline Adjustments”), in accordance with construction plans and specifications set forth in “Exhibit A” for the CR 305 Project and “Exhibit B” for the RRB Project, both of which are attached hereto and incorporated by reference herein.

**1.03 County's Responsibilities.** To accomplish the Waterline Adjustments, the County will perform the following tasks:

(a) Obtain and provide twenty (20) foot easements, including providing title insurance acceptable to BRA on all easement areas, to the BRA for the relocated sections of the WCRRWL;

(b) In the event WCRRWL easements are in areas where the County will be abandoning roadways for the Projects, the County shall ensure that the BRA's easements remain intact;

(c) Grant the BRA a permanent waterline easement, including providing title insurance acceptable to BRA on all easement areas, in all County owned areas where the WCRRWL is located and currently located in a utility agreement between BRA and the County;

(d) Prepare design and construction plans and specifications for the Waterline Adjustments, signed and sealed by a professional engineer licensed in the State of Texas;

(e) Manage the design and construction of the Waterline Adjustments;

(f) Pay any and all design and utility relocation costs;

(g) Contract for construction of the Waterline Adjustments with a contractor meeting the requirements set forth in "Exhibit \_\_\_\_";

(h) Reimburse Round Rock for inspection services within 30 days of receipt of proof of payment by Round Rock;

(i) Acquire ownership of all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal unless otherwise noted in "Exhibit \_\_\_\_"; and

(j) Provide a Resident Project Representative for the Projects acceptable to the Parties to perform the activities set forth on "Exhibit \_\_\_\_".

**1.04 BRA's Responsibilities.** BRA will perform the following with respect to the Waterline Adjustments:

(a) Review and approve all easement documents and potential title issues prior to any relocation activities. If BRA discovers a title issue, BRA shall notify the County and provide the County an opportunity to cure the defect.

(b) Provide comments on review of designs submitted for consideration by the other Parties within 21 calendar days of receipt;

(c) Designate a point of contact for review of designs and agreements submitted by the County;



(d) Unless otherwise noted in “Exhibit ”, transfer ownership of all materials, debris and components, resulting from the Waterline Adjustments to the County for disposal.

**1.05 Round Rock’s Responsibilities.** Round Rock will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt;

(b) Provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects and, in that regard, perform the activities set forth on “Exhibit \_\_\_\_\_”.

**1.06 Georgetown’s Responsibilities.** Georgetown will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt;

**1.07 BCMUD’s Responsibilities.** BCMUD will perform the following with respect to the Waterline Adjustments:

(a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt;

**1.08 Continuation of Service.** The County agrees that the Waterline Adjustments shall be undertaken so as to minimize any disruption of water service to existing customers of BRA, Round Rock, Georgetown, and BCMUD, and will not result in the loss of water service to any such customers for a period of no more than five (5) days. In addition, the County shall provide the Parties 30 days’ written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

## **II. CONSTRUCTION OF PROJECT**

**2.01 General.** The Parties mutually acknowledge and agree that the County shall, at its sole expense, complete and construct the Waterline Adjustments as set forth in this Agreement.

**2.02 Construction Plans.** The County shall submit the Waterline Adjustments project plans and specifications (the “Project Plans”) and all timelines and construction schedules, and any changes or modifications thereto, to the Parties for review prior to commencing construction.

**2.03 Inspection.** Round Rock shall inspect the Project Plans and the physical improvements related to Waterline Adjustments. If Round Rock determines that the construction by the County is not in accordance with the approved Project Plans, Round Rock shall provide notice to the County of any construction deficiencies. Upon receipt of such notification from Round Rock, the County shall cease construction until the problem and/or deficiency can be addressed and a corrective plan of construction implemented with approval of the Parties.

**2.04 Other Costs.** The County shall reimburse Round Rock for all costs that Round Rock incurs for inspections related to the Waterline Adjustments within 30 days of receipt of an invoice for those costs.

**2.05 Insurance, Bonds and Warranties.** The County shall require the contractor for the Waterline Adjustment to name BRA as an additional insured on all bonds and policies related to the Waterline Adjustment. The County shall require the contractor to provide maintenance, performance, **and payment** bonds in favor of BRA for the Waterline Adjustment. The County shall transfer all warranties for the Waterline Adjustments to BRA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the Waterline Adjustments.

**2.06 Indemnification.** To the extent allowed by law, Round Rock, Georgetown, and BCMUD agree to indemnify and hold BRA, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the design, construction, and relocation of the Waterline Adjustments.

To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the BRA, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the acquisition of any and all easements by the County for the Projects and the design, construction, and relocation of the Waterline Adjustments including but not limited to delays in the BRA's ability to transport water using the WCRRWL to BRA customers.

### **III. DISPUTES**

#### **3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This

applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

#### **IV. GENERAL PROVISIONS**

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings

or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.07 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a party by hand-delivery; (ii) transmitted to a party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the party indicated below:

**BRA:** Brazos River Authority  
4600 Cobbs Drive  
Waco, Texas 76710  
Attn: Trey Buzbee  
Telephone: (254) 761-3168

**COUNTY:** Williamson County  
710 Main Street, Suite 101  
Georgetown, Texas 78626  
Attn: Judge Dan Gattis  
Telephone: (512) 943-1577

**Round Rock:** City of Round Rock  
221 E. Main St.  
Round Rock, Texas 78664  
Attn: City Manager  
Telephone: (512) 218-5400

**Georgetown:** City of Georgetown  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Attn: City Manager  
Telephone: (512) 930-3652

**BCMUD:** Brushy Creek MUD  
16318 Great Oaks Dr.  
Round Rock, Texas 78681  
Attn: Board President  
Telephone: (512) 255-7871

**4.09 Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit A - CR 305 Waterline Adjustment Project Plans

Exhibit B - Ronald Reagan Blvd. Waterline Adjustment Project Plans

**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority.** Each party represents and warrants that it has the full right, power and authority to execute this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*

**ATTEST:**

\_\_\_\_\_  
Secretary

**BRAZOS RIVER AUTHORITY:**

By: \_\_\_\_\_  
Printed Name: Phillip J. Ford  
Title: GM/CEO  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
County Clerk

**WILLIAMSON COUNTY:**

By: \_\_\_\_\_  
Printed Name: Dan A. Gattis  
Title: County Judge  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF ROUND ROCK:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

**CITY OF GEORGETOWN:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**BRUSHY CREEK MUNICIPAL UTILITY  
DISTRICT:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBITS**



**EXHIBIT “B”**

**Commissioners Court - Regular Session****27.****Meeting Date:** 11/21/2017

Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Nelson Homestead Family Partnership, LTD. for right of way needed on the CR 110 Middle project (Parcel 6M). Road Bond Funding Source P261

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

Started On: 11/16/2017 10:31 AM

**REAL ESTATE CONTRACT**  
CR 110 Right of Way—Parcel 6M

THIS REAL ESTATE CONTRACT ("Contract") is made by NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

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

All of that certain 0.654 acre (28,472 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 6M)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. Parcel 6M is out of Seller's land identified as WCAD Parcel No. R545896 (6.2 acres) (said real property, save and except Parcel 6M, being referred to in this Contract as the "Remainder Property").

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage or cost of cure for the remaining property of Seller as a result of this conveyance, shall be the sum of SEVENTY THOUSAND SIX HUNDRED EIGHTY-TWO and 00/100 Dollars (\$70,682.00).

Payment of Purchase Price and Additional Compensation

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

### Special Provisions

2.03. As additional consideration for this transaction, and as an obligation and agreement which shall survive Closing, Purchaser agrees (i) that Seller shall be permitted to construct at its own expense (A) at least one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between the proposed CR110 roadway improvements and the Remainder Property and (B) at least one (1) driveway connection of up to thirty (30) feet in width with thirty (30) foot radii between County Road 112 and the Remainder Property and (ii) to provide reasonable assistance to Seller in the issuance of any permit or approval necessary for such driveway construction. The driveways permitted herein shall be located at locations reasonably agreed to in advance between Purchaser and Seller based on the current or prospective commercial uses of the Remainder Property and in alignment with any median breaks constructed as part of such roadway improvements. Seller shall be responsible for complying with all drainage culvert sizing regulations of Purchaser or other applicable regulatory jurisdiction prior to beginning construction of any such driveway, and construction shall comply with any design specifications otherwise required by any applicable Williamson County development rules.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

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

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

### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Closing Date, to the best of Seller's current actual knowledge, without inquiry:

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

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. THE DEED DELIVERED AT CLOSING PURSUANT TO THIS CONTRACT WILL CONTAIN LANGUAGE CONFIRMING THE ACKNOWLEDGMENTS AND AGREEMENTS SET FORTH IN THIS PARAGRAPH. PURCHASER ACKNOWLEDGES THAT INCLUSION OF THE FOREGOING DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT.

The Property herein is being conveyed to Purchaser under threat of condemnation. It is not assignable by Purchaser except to another entity with the power of condemnation.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Capital Title Company, Georgetown, Texas, on or before November 30, 2017, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Closing Date; and
- (c) Any other exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exception shall be deleted at Purchaser's expense;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

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

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price to Seller in cash or other immediately available funds.

#### Prorations

5.04. General real estate taxes and any general or special assessments for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes and assessments shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, and when the actual tax information becomes available, Seller or Purchaser may demand reimbursement from the other party for any excess amount charged to that party at the Closing. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees of the parties paid by each party respectively.

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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

## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded



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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

8.08. N/A.

Brokers; Compliance

8.09 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection. Seller hereby discloses to Purchaser that John C. Nelson, a principal in this transaction by virtue of ownership (directly or indirectly) of one or more partnership interests in Seller, is a licensed Texas real estate broker.

Effective Date

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

Counterparts

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

**SELLER:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas limited partnership

By: Nelson Homestead Management, LLC,  
its general partner

Address: 3404 Glenview Avenue

By: John C. Nelson  
John C. Nelson  
Manager

Austin, Texas 78703

Date: 11/9/17

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

EXHIBIT A

County: Williamson  
Parcel : 6M  
Highway: County Road 110

**PROPERTY DESCRIPTION FOR PARCEL 6M**

DESCRIPTION OF A 0.654 ACRE (28,472 SQUARE FOOT) TRACT OF LAND SITUATED IN THE HENRY MILLARD SURVEY, ABSTRACT NO. 452 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.31 ACRE TRACT OF LAND DESCRIBED IN EXHIBIT C, TRACT 2, EXHIBIT C-3 (BENEFITED PROPERTY) IN SPECIAL WARRANTY DEED TO NORTH PALOMA LAKE, L.P. RECORDED IN DOCUMENT NO. 2013000628 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING A PORTION OF THAT CALLED 868.54 ACRE TRACT OF LAND TO NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD. BY INSTRUMENT RECORDED IN DOCUMENT NO. 9824076 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.654 ACRE (28,472 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found in the existing southerly Right-of-Way (ROW) line of County Road (C.R.) 112 (variable width ROW), same being the northwesterly corner of said 6.31 acre tract, also being the northeasterly corner of that called 156.05 acre tract of land (Tract Two) conveyed to North Paloma Lake Development, Inc. by instrument recorded in Document No. 2014004361 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 156.05 acre tract, with the common line of the existing ROW of said C.R. 112 and the northerly boundary line of said 6.31 acre tract, N 60°30'01" E, for a distance of 542.81 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" (Grid Coordinates determined as N=10182122.10, E=3153591.63 TxSPC Zone 4203) set 113.00 feet left of proposed C.R. 110 Baseline Station 242+49.30, in the proposed westerly ROW line of C.R. 110 (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, **N 60°30'01" E**, for a distance of **77.25** feet to a steel fence corner post found, being the northeasterly corner of said 6.31 acre tract at the intersection of said existing southerly ROW line of C.R. 112 and the existing westerly ROW line of C.R. 110 (variable width ROW), for the northeasterly corner of the herein described tract;
- 2) **THENCE**, departing said C.R. 112 ROW line, with the existing westerly ROW line of C.R. 110 and the easterly boundary line of said 6.31 acre tract, **S 22°35'41" E**, for a distance of **401.73** feet to a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being the southeasterly corner of said 6.31 acre tract, also being an ell corner in the easterly boundary line of said 156.05 acre tract, for the southeasterly corner of the herein described tract;
- 3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said 6.31 acre tract and said 156.05 acre tract, **S 68°04'16" W**, at a distance of 21.72 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW 4933" set 68.00 feet left of proposed C.R. 110 Baseline Station 238+55.83, being in the proposed westerly ROW line of said C.R. 110, and continuing for a total distance of **66.75** feet to a 1/2" iron rod with aluminum cap stamped "WILCO

ROW 4933" set 113.00 feet left of proposed C.R. 110 Baseline Station 238+57.50, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic surveyors cap stamped "RJ Surveying" found, being an angle point in said common boundary line bears S 68°04'16" W at a distance of 61.61 feet:

- 4) **THENCE**, departing said 156.05 acre tract, through the interior of said 6.31 acre tract, continuing with said proposed ROW line **N 24°02'59" W** for a distance of **391.80** feet to the **POINT OF BEGINNING**, containing 0.654 acres (28,472 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

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

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

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

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

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date \_\_\_\_\_



NUMBER	DIRECTION	DISTANCE
L1	S68° 04' 16" W	21.72'
L2	S68° 04' 16" W	45.03'

NORTH PALOMA LAKE  
DEVELOPMENT, INC.  
156.05 AC. TRACT TWO  
DOC. NO. 2014004361  
O.P.R.W.C.T.

NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.  
DOC. NO. 9824076

O.R.W.C.T.  
6.31 AC. EXHIBIT C-3  
DOC. NO. 2013000628  
O.P.R.W.C.T.

HENRY MILLARD SURVEY  
ABSTRACT No. 452

NORTH PALOMA LAKE  
DEVELOPMENT, INC.  
156.05 AC. TRACT TWO  
DOC. NO. 2014004361  
O. P. R. W. C. T.

P.O.B.  
STA. 242+49.30  
113.00' LT  
GRID COORDINATES:  
N=10182122.10  
E=3153591.63

C.R. 112  
(R.O.W. WIDTH VARIES)

0.654 AC.  
28,472 SQ. FT.

S22°35'41"E 401.73'  
(S19°46'14"E 401.78')

C.R. 110  
(R.O.W. WIDTH VARIES)

15' JONAH WATER  
SUPPLY CORPORATION  
EASEMENT  
VOL. 1002, PG. 820  
O.R.W.C.T.

PARCEL PLAT SHOWING PROPERTY OF

NELSON HOMESTEAD  
FAMILY PARTNERSHIP, LTD.

## PARCEL 6M

**INLAND  
GEODETICS**   
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251  
FIRM REGISTRATION NO. 1100591-00

SCALE  
1" = 50'

PROJECT  
CR 110COUNTY  
HILLIAMSON

S:\\*KIMLEY HORN\CR 110\PARCELS\PARCEL 6M-NELSON HOMESTEAD-0.297 ACRE ROW TRACT\ROW PARCEL\NELSON-6M-062717.dgn

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE 1 CONCRETE MONUMENT FOUND	℄	CENTER LINE
✱	FENCE CORNER POST FOUND	℄	PROPERTY LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	( )	RECORD INFORMATION
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	— —	LINE BREAK
⊕	COTTON GIN SPINDLE FOUND	≡	DENOTES COMMON OWNERSHIP
⊗	1/2" IRON PIPE FOUND UNLESS NOTED	P.O.B.	POINT OF BEGINNING
X	X CUT FOUND	P.O.R.	POINT OF REFERENCE
▲	60/D NAIL FOUND	N.T.S.	NOT TO SCALE
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-4933" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		P.R.W.C.T.	PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1608511-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 24, 2016, ISSUE DATE APRIL 4, 2016.

- 10G. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID NO. 1A, SUBJECT TO.
- H. INCLUSION WITHIN THE PALOMA LAKE MUD NO. 1 & 2, SUBJECT TO.
- I. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 237, PAGE 280, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 184, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. EASEMENT GRANTED TO LONE STAR GAS COMPANY BY INSTRUMENT IN VOLUME 238, PAGE 186, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- L. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 429, PAGE 663, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- M. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 445, PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 446, PAGE 303, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 465, PAGE 450, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

PARCEL PLAT SHOWING PROPERTY OF  
**NELSON HOMESTEAD**  
**FAMILY PARTNERSHIP, LTD.**

SCALE 1" = 50'

PROJECT CR 110

COUNTY WILLIAMSON

PARCEL 6M



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/27/17  
PAGE 5 OF 5

- P. EASEMENT GRANTED TO BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 BY INSTRUMENT IN VOLUME 472, PAGE 7, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- O. EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT IN VOLUME 563, PAGE 574, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND VOLUME 1002, PAGE 820, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY BY INSTRUMENTS IN VOLUME 840, PAGE 699 AND VOLUME 844 PAGE 659, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AND AS FURTHER AFFECTED BY INSTRUMENTS IN VOLUME 2169, PAGE 795, OF THE OFFICIAL RECORDS, DOES NOT AFFECT AND DOCUMENT NO(S) 2014064017 AND 2014103708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- S. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT IN VOLUME 1472, PAGE 9, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- T. EASEMENT GRANTED TO ENSEARCH COPORATION BY INSTRUMENT IN VOLUME 2302, PAGE 357, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- U. BOUNDARY LINE AGREEMENT BY INSTRUMENT IN VOLUME 1066, PAGE 926, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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

*M. Stephen Truesdale* 12 July 2017

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:



	ACRES	SQUARE FEET
ACQUISITION	0.654	28,472
CALC/DEED AREA	6.31	274,864
REMAINDER AREA	5.656	246,392



SCALE 1" = 50'		PROJECT CR 110		COUNTY WILLIAMSON	
PARCEL PLAT SHOWING PROPERTY OF <b>NELSON HOMESTEAD</b> <b>FAMILY PARTNERSHIP, LTD.</b>					

**PARCEL 6M**

# EXHIBIT "B"

Parcels 6M

## DEED

County Road 110 Right of Way

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

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

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00), the covenants made by Williamson County, Texas regarding driveway permitting in favor of Grantor as set forth in Section 2.03 of that certain Real Estate Contract dated \_\_\_\_\_, by and between Grantor and Grantee for the Property, and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.654 acre (28,472 Sq. Ft.) tract of land in the Henry Millard Survey, Abstract No. 452, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6M**)

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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



Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE AGREES THAT THE PROPERTY IS HEREBY SOLD TO AND ACCEPTED BY GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY.

By acceptance of this deed, Grantee assumes and agrees to pay all ad valorem taxes after the date of this deed relating to the Property, for the current and all subsequent years, and any assessments for the current and any prior years, which arise on or after the date of this deed due to change in usage or ownership of the Property by Grantee.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**GRANTOR:**

NELSON HOMESTEAD FAMILY PARTNERSHIP, LTD.,  
a Texas family partnership

By: Nelson Homestead Management, L.L.C., its general partner

By: \_\_\_\_\_  
John C. Nelson  
Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by John C. Nelson, Manager of Nelson Homestead Management, L.L.C., the general partner of Nelson Homestead Family Partnership, Ltd., a Texas limited partnership, in the capacity and for the purposes and consideration recited therein.

---

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****28.****Meeting Date:** 11/21/2017

Real Estate Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Timothy L. Kennedy for right of way needed on the CR 176 @ RM 2243 project. (Parcel 2) Road Bond Funding Source P241

**Background**

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**Fiscal Impact**

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

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 10:43 AM

Started On: 11/16/2017 10:35 AM

**REAL ESTATE CONTRACT**  
CR 176 Right of Way—Parcel 2

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

**ARTICLE I**  
**PURCHASE AND SALE**

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

All of that certain 1.182 acre (51,503 Sq. Ft.) tract of land in the Key West Irrigation Company Survey, Abstract No. 711 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 2**);

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

**ARTICLE II**  
**PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND FOUR HUNDRED THIRTEEN and 00/100 Dollars (\$144,413.00).

Payment of Purchase Price

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

**ARTICLE III**  
**PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES**  
**OF SELLER**

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

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before January 10, 2018 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

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

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

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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



#### Prorations

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

#### Closing Costs

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

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

### **ARTICLE VI BREACH BY SELLER**

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

### **ARTICLE VII BREACH BY PURCHASER**

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



## **ARTICLE VIII MISCELLANEOUS**

### Notice

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

### Texas Law to Apply

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

### Parties Bound

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

### Legal Construction

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

### Prior Agreements Superseded

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

### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

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

#### Memorandum of Contract

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

#### Compliance

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

#### Effective Date

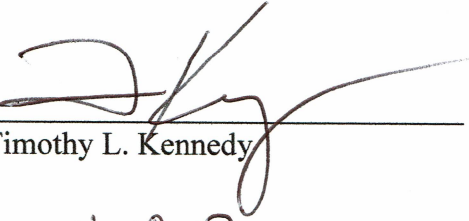
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

#### Counterparts

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

*[signature page follows]*

**SELLER:**

  
\_\_\_\_\_  
Timothy L. Kennedy  
Date: 11-10-17

Address: PO Box 608  
Georgetown TX

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

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

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

EXHIBIT **A**

County: Williamson  
Parcel: 2  
Highway:County Road 176

FIELD NOTES  
FOR

A 1.182 ACRE, OR 51,503 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 44.31 ACRE TRACT, DESCRIBED IN CONVEYANCE TO TIMOTHY L. KENNEDY IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006038439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS. SAID 1.182 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

**BEGINNING** at a ½" iron rod found, (Grid Coordinates determined as N=10190882.08, E=3102219.29), on the south right-of-way line of F.M Highway 2243, an 80-foot right-of-way, the northeast corner of a called 40.80 acre tract recorded in Document No. 2012033159 of the Official Public Records of Williamson County, Texas, described in Document No. 2007008545 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said called 44.31 acre tract;

**THENCE N 79°36'24" E**, with the south right-of-way line of said F.M Highway 2243, same being the north line of said called 44.31 acre tract, a distance of **225.64 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set;

**THENCE** departing the south right-of-way line of said F.M. Highway 2243, through the interior of said called 44.31 acre tract, the following two (2) courses and distances:

1. **S 35°27'51" W**, a distance of **50.75 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, a point of non-tangent curvature, and
2. with said non-tangent curve to the right having a radius of **1105.00 feet**, a central angle of **22°29'22"**, a chord bearing and distance of **S 03°28'32" W, 430.95 feet**, an arc length of **433.73 feet** to a ½" iron rod with a yellow cap marked "Pape-Dawson set, on the east line of a called 50.0 acre tract recorded in Document No. 2011065655 of the Official Public Records of Williamson County, Texas, same being the west line of said called 44.31 acre tract, same being a point of non-tangency;

**THENCE N 21°06'59" W**, with the east line of said called 50.0 acre tract, same being the west line of said called 44.31 acre tract, at a distance of 185.52 feet passing a 3/8" iron rod found, at the southeast corner of the aforementioned called 40.80 acre tract, same being the northeast corner of said called 50.0 acre tract, continuing with the west line of said called 44.31 acre tract, same being the east line of said called 40.80 acre tract, for a total distance of **461.79 feet** to the **POINT OF BEGINNING** and containing 1.182 Acres in Williamson County, Texas. Said tract being described in accordance with an exhibit prepared by Pape Dawson Engineers, Inc. under Job No. 59006-16.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: May 3, 2017

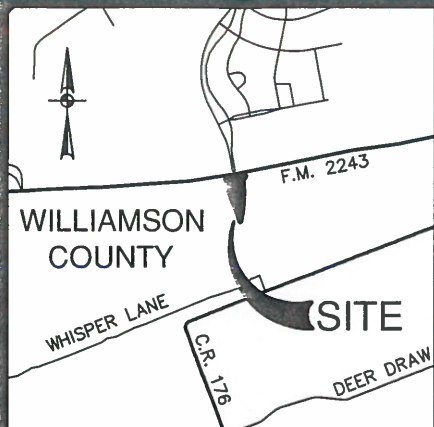
JOB No.: 59006-16

DOC.ID.: H:\survey\SURVEY16\16-59006\Exhibits\Word\KENNEDY-1.182Acres.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01





## LOCATION MAP

NOT-TO-SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S35°27'51"W	50.75'

## LEGEND:

D.R. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS  
 O.P.R. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS  
 O.R. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS  
 P.R. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS  
 FD. FOUND  
 I.R. IRON ROD

## NOTES:

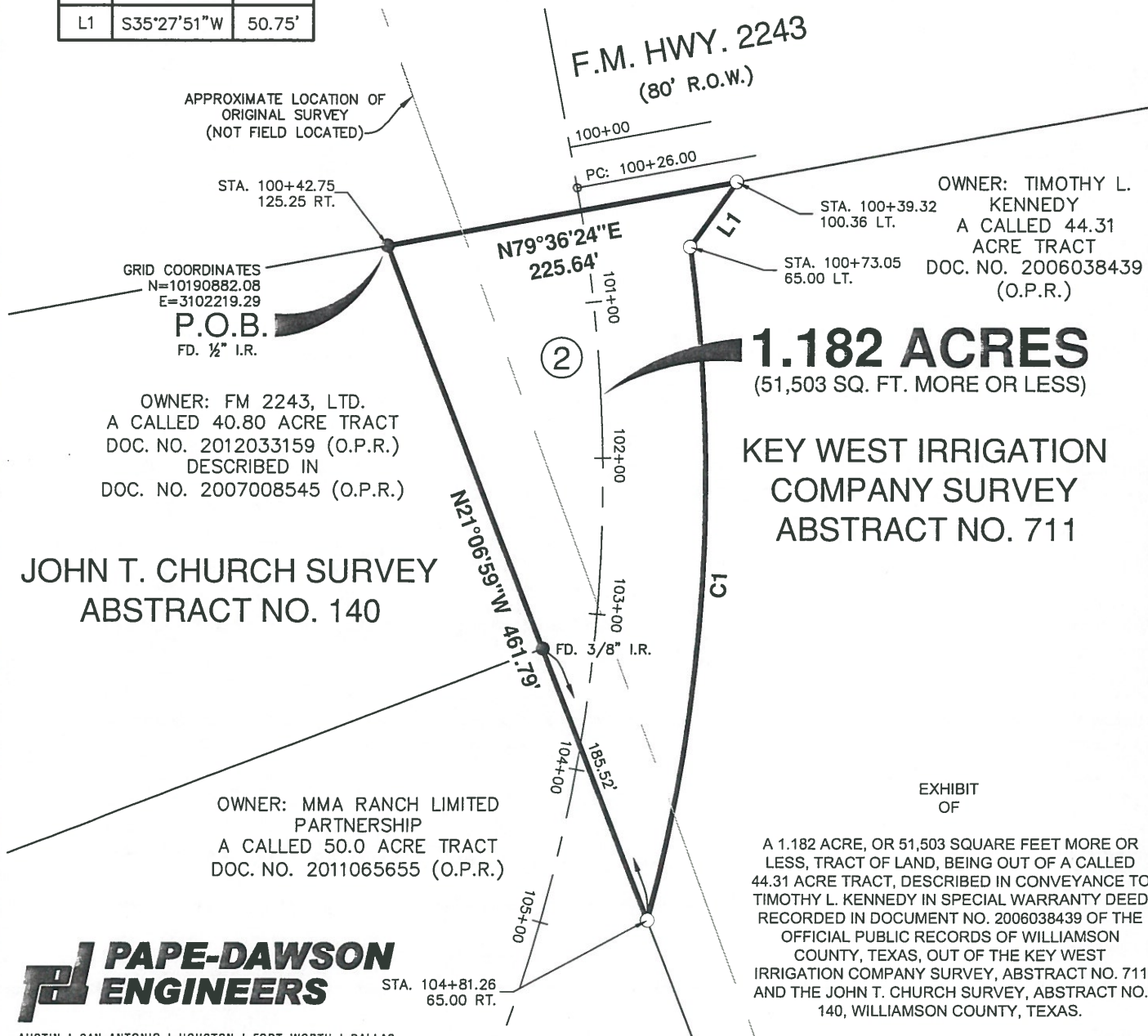
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



1 inch = 100'



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1105.00'	22°29'22"	S03°28'32"W	430.95'	433.73'



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS  
 7800 SHOAL CREEK BLVD, STE 220 W | AUSTIN, TX 78757 | 512.454.8711  
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

EXHIBIT OF  
 A 1.182 ACRE, OR 51,503 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING OUT OF A CALLED 44.31 ACRE TRACT, DESCRIBED IN CONVEYANCE TO TIMOTHY L. KENNEDY IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2006038439 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE KEY WEST IRRIGATION COMPANY SURVEY, ABSTRACT NO. 711 AND THE JOHN T. CHURCH SURVEY, ABSTRACT NO. 140, WILLIAMSON COUNTY, TEXAS.

Date: Jun 05, 2017, 2:41pm User ID: cherrera  
 File: H:\survey\SURVEY16\16-59006\Exhibits\KENNEDY.dwg

APRIL 27, 2017

JOB No.:

SHEET 3 OF 3

59006-16

# EXHIBIT "B"

Parcel 2

## DEED CR 176 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That TIMOTHY L. KENNEDY, not joined by my spouse as the conveyance described herein is my sole and separate property and forms no part of my homestead either owned or occupied, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 1.182 acre (51,503 Sq. Ft.) tract of land in the Key West Irrigation Company Survey, Abstract No. 711 and the John T. Church Survey, Abstract No. 140, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 2).

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

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

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

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

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR176.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

*[signature page follows]*



**GRANTOR:**

\_\_\_\_\_  
Timothy L. Kennedy

**ACKNOWLEDGMENT**

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2017 by Timothy L. Kennedy, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****29.****Meeting Date:** 11/21/2017

Texas Bullion Depository

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Chapter 381 Economic Development Program and Agreement with Lone Star Tangible Assets LP.

**Background**

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**Fiscal Impact**

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

**Attachments**LSTA CH 381 Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/16/2017 10:37 AM

## **WILLIAMSON COUNTY AND TEXAS BULLION DEPOSITORY**

### **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT**

This **CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (this "Agreement") is made and entered into by and between **WILLIAMSON COUNTY**, a Texas political subdivision (hereinafter referred to as "County"), and **LONE STAR TANGIBLE ASSETS, L.P.**, a Texas limited partnership (hereinafter "Company"), for the purposes and considerations stated below:

**WHEREAS**, the Company desires to enter into this Agreement pursuant to Chapter 381 of the Texas Local Government Code (hereinafter referred to as "Chapter 381");

**WHEREAS**, the County desires to provide, pursuant to Chapter 381, an incentive to Company to locate in Williamson County, under the conditions described herein below;

**WHEREAS**, the County has the authority under Chapter 381 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the County;

**WHEREAS**, the County hereby establishes an economic development program and authorizes the making of economic development grants to Company in recognition of the positive economic benefits to the County through Company's construction of a building, as more fully described herein (the "Project");

**WHEREAS**, the County determines that the grants as specified herein to Company will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the County;

**WHEREAS**, the Company intends to construct of an appropriately sized building and other improvements (the "Facility") to be located on a tract of land (the "Property"), as described on the attached **Exhibit "A"** and to increase the taxable value of the Property including the Facility and all furniture, fixtures and equipment located on the Property by at least \$10,000,000;

**WHEREAS**, the Company intends to create up to 160 Full-Time Equivalent positions which will encourage increased economic development in the County, provide significant increases in the County's tax revenues, and improve the County's ability to provide for the health, safety and welfare of its citizens; and

**WHEREAS**, the County has concluded and hereby finds that this Agreement clearly promotes economic development in the County and, as such, meets the requisites under Chapter 381 of the Texas Local Government Code, and further, is in the best interests of the County.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1. TERM.

This Agreement shall be effective until 2025, or possibly at an earlier date, as specified herein.

## SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement:

- (a) Ad Valorem Taxes. The words "Ad Valorem Taxes" shall mean those real and business personal ad valorem taxes paid to the County based on the assessed value of real and personal property within the Project.
- (b) Agreement. The word "Agreement" means this Chapter 381 Economic Development Program and Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) Company. The word "Company" means Lone Star Tangible Assets, L.P.
- (d) County. The word "County" means Williamson County, Texas. For purposes of this Agreement, County's address is 710 Main Street, Suite 101, Georgetown, TX 78626.
- (e) Full-Time Equivalent Job. The words "Full-Time Equivalent Job" means a job filled by (a) one (1) individual for a period of not less than forty (40) hours per week, or (b) two (2) or more individuals for a period of not less than forty (40) hours per week in the aggregate, each of which may also be a "Part-Time Equivalent Job" if it is filled by one (1) individual for twenty (20) hours per week or less.
- (f) Grant. The word "Grant" means a payment to Company under the terms of this Agreement computed with reference to real property and personal property Ad Valorem Taxes generated by Company, and payable from the County's general revenue fund.
- (g) Grant Submittal Package. The words "Grant Submittal Package" mean the documentation required to be supplied to County as a condition of receipt of any Grant.
- (h) Personal Property Ad Valorem Taxes. The words "Personal Property Ad Valorem Taxes" shall mean those business personal property ad valorem taxes paid to the County based on the assessed value of personal property within the Project as determined by the Williamson County Central Appraisal District, including without limitation, the taxes that may be applied to precious metals or other tangible assets stored in the Facility.
- (i) Property. The word "Property" shall mean the real property as described in Exhibit "A".
- (j) Real Property Ad Valorem Taxes. The words "Real Property Ad Valorem Taxes" shall mean those real property ad valorem taxes paid to the County based on the assessed value of the Property as determined by the Williamson County Central Appraisal District.

### **SECTION 3. OBLIGATIONS OF COMPANY.**

During the term of this Agreement, Company shall comply with the following terms and conditions:

- (a) In consideration of the County entering into this Agreement, Company will construct the Facility. The Company acknowledges that this Agreement is specifically contingent upon Company's continued operation of the Facility throughout the term of this Agreement. In the event a certificate of occupancy for the Facility is not obtained from the City of Leander by August 31, 2019 (subject to delays of Force Majeure), or if Company discontinues the operation of the Facility prior to the end of the term of this Agreement, then the County may terminate this Agreement after provision of written notice.
- (b) On or before the 1<sup>st</sup> day of March of each calendar year for the term of this Agreement, Company agrees to submit to the County a Grant Submittal Package containing the following:
  - (1) Evidence acceptable to the County that Company has paid by January 31 of each year all of the real and business personal property ad valorem taxes due for the previous tax year on the Project.
  - (2) Unless otherwise agreed by the County and Company, each Grant Submittal Package shall be in a form as approved by the County. If Company shall fail to timely submit a Grant Submittal Package for a particular year, then the County shall give Company written notice of Company's failure to timely submit such Grant Submittal Package, and Company shall have thirty (30) calendar days calculated from the date on which such written notice is given to submit the delinquent Grant Submittal Package. The County's determination of the amount of the Grant payment due to Company is final.
- (c) The parties to this Agreement agree that the taxable value of the Property, including the Facility and all furniture, fixtures and equipment located on the Property, will have a minimum base value of Ten Million and No/100 Dollars (\$10,000,000) throughout the term of this Agreement.
- (d) The Company and its affiliates and/or subsidiaries shall provide at the Facility at least 160 Full-Time Equivalent Jobs by the third anniversary after the issuance of a certificate of occupancy from the City of Leander and throughout the term of this Agreement. The Company shall provide to the County an affidavit stating the number of employees employed by the Company at the Facility no later than March 1 of each calendar year during the term of this Agreement. Failure of Company to provide at least 160 Full-Time Equivalent Jobs shall not be considered an event of default unless the number of Full-Time Equivalent Jobs actually provided is less than 100. If the actual number of Full-Time Equivalent Jobs is less than 160 (but equal to or greater than 100), the percentage of the Grant reimbursement will be reduced by the same percentage that the actual number of Full-Time Equivalent Jobs bears to the required number of Full-Time Equivalent Jobs.

#### **SECTION 4. OBLIGATIONS OF COUNTY.**

During the term of this Agreement, so long as an event of default has not occurred and is continuing as set forth in this Agreement (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), County will comply with the following terms and conditions:

- (a) For each calendar year during the term of this Agreement and beginning in tax year after the date on which a certificate of occupancy is issued for the Facility and ending on the fifth tax year after the date on which a certificate of occupancy is issued for the Facility, an amount equal to fifty (50%) percent of the Real Property Ad Valorem Tax revenue paid by Company and attributed solely to the Property shall be tendered from the County's general fund as a Grant by the County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. The County agrees to process any Real Property Ad Valorem Tax Grant payments to Company within sixty (60) days after the County has approved the Grant Submittal Package.
- (b) For each calendar year during the term of this Agreement and beginning in tax year after the date on which a certificate of occupancy is issued for the Facility and ending on the fifth tax year after the date on which a certificate of occupancy is issued for the Facility, an amount equal to one hundred (100%) percent of the Personal Property Ad Valorem Tax revenue paid by Company and attributed solely to Personal Property shall be tendered from the County's general fund as a Grant by the County to Company on an annual basis upon Company's satisfaction of the requirements of this Agreement. The County agrees to process any Personal Property Ad Valorem Tax Grant payments to Company within sixty (60) days after the County has approved the Grant Submittal Package.
- (c) The above-described Ad Valorem Tax Grant payments shall be paid as described above, so long as Company complies with the terms and condition of this Agreement. After the term has expired, all future Real Property and Personal Property Ad Valorem Taxes shall be retained by the County.
- (d) Company agrees that it is the sole obligation of Company to present satisfactory evidence to the County that all Ad Valorem Tax payments have actually been paid to and received by the County for the Project. If the County, despite reasonable efforts, is unable to verify that the Ad Valorem Tax payments were received by the County, the County is under no obligation to make the Grant payments.

#### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) Failure to Comply with Agreement. Failure to substantially comply with any of the terms and conditions of this Agreement after the opportunity to cure shall constitute an event of default. Company shall have thirty (30) days after receipt of notice of default to cure said default. Failure to cure the default within thirty (30) days after receipt of notice of default may result in the termination of this Agreement by the County.

- (b) Insolvency. The dissolution or termination of Company's existence as an active business or concern, Company's insolvency, appointment of receiver for any part of Company's assets, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.
- (c) Delinquent Taxes. Company agrees that the County has no legal obligation under this Agreement to make any Grant Payments to Company unless County is satisfied that all Ad Valorem Tax Payments due and owing against the Property have been paid.
- (d) Failure to Cure. If any event of default by Company shall occur, and if Company fails to cure same in accordance herein, then this Agreement may be terminated and the County's obligations end at that time.

#### **SECTION 6. TERMINATION OF AGREEMENT BY COUNTY WITHOUT DEFAULT.**

County may terminate this Agreement without an event of default by Company and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement illegal, including case law holding that a Chapter 381 Economic Development Agreement grants such as are included in this Agreement is an unconstitutional debt.

#### **SECTION 7. GRANT RECAPTURE.**

In the event that Company is in default of this Agreement, the County may recapture and collect from Company the Grant payments previously made to Company after providing Company written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Company does not so cure, Company shall pay to the County any Grant payments paid to Company after written notice of the default was received within thirty (30) days after the County makes demand for same. In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the Grant payments as provided generally in the Tax Code for the collection of delinquent property taxes.

#### **SECTION 8. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.

- (c) Assignment. This Agreement shall not be assignable, in whole or in part, unless such assignment is approved in writing by the County, which approval shall not be unreasonably withheld, conditioned or delayed, so long as the assignee has demonstrated to the County's satisfaction that the assignee has the financial, technical, and managerial capacity, the experience, and expertise to perform any duties or obligations so assigned and so long as the assigned rights and obligations are assumed without modifications to this Agreement. The Company may assign this Agreement in whole without prior County consent to an affiliate or subsidiary that is controlled by, or is under common control with the Company ("Affiliate"). Notwithstanding the foregoing, no assignment shall be effective until written notice of the assignment, including the name and address of the Affiliate, is provided to the County.
- (d) Transfer. The Company has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the County, all or any portion of the Company's right, title, or interest under this Agreement to the Grants (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by the Company without any obligation to investigate or confirm the Transfer.
- (e) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. County warrants and represents that the individual executing this Agreement on behalf of County has full authority to execute this Agreement and bind County to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) Effective Date. The effective date (the "Effective Date") of this Agreement shall be the date of the later to execute this Agreement by Company and County.
- (h) Execution of Agreement. The Commissioners Court shall authorize the County Judge to execute this Agreement on behalf of County.
- (i) Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown above. Any party may change its address for notices under this



Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

- (k) Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- (l) Sovereign Immunity. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.
- (m) Conditions Precedent. The provisions of this Agreement are conditioned on (i) Company entering into a lease or acquiring the Property, and (ii) on the City of Leander's approval and/ or issuance of the necessary approvals for development and construction of the Project and the use of the Property and the Facility. In the event Company does not enter a lease or acquire title to the Property by August 31, 2018, the Company may terminate this Agreement by providing written notice of termination and the reason therefore, which termination shall be effective on the thirtieth (30<sup>th</sup>) day following the date of the letter. In the event that the City of Leander does not approve and/ or issue the necessary approvals for the Project by March 31, 2018, the Company may terminate this Agreement by providing written notice of termination and the reason therefore, which termination shall be effective on the thirtieth (30<sup>th</sup>) day following the date of such written notice. In the event of termination under this Section, the County and Company shall have no further obligations hereunder. The Company's ability to terminate the Agreement under clause (ii) above, shall expire after the issuance by the City of Leander of all permits necessary to construct the Project and use and occupy the Premises.

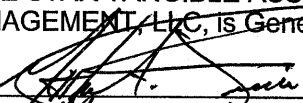
**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

*{Signatures on the following page}*

**COMPANY:**

**LONE STAR TANGIBLE ASSETS, L.P.**

By: LONE STAR TANGIBLE ASSETS  
MANAGEMENT, LLC, is General Partner

By:   
Name: MATTHEW A. FERRIS  
Title: MANAGER / CHAIRMAN  
Date: NOVEMBER 16, 2017

Address: Lone Star Tangible Assets, LP  
Attn: Matthew Ferris  
1908 Kramer Lane  
Building B, Suite 300  
Austin, Texas 78758

**COUNTY:**

**COUNTY OF WILLIAMSON, TEXAS**

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

Address: Williamson County Judge  
710 Main Street  
Georgetown, Texas 78626

**Attest:**

By:

\_\_\_\_\_  
Nancy Rister, County  
Clerk

## **EXHIBIT A**

### **Description of the Property**

**That certain tract or parcel of land containing 10 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in the instrument recorded in Volume 1108, Page 666, Official Public Records of Williamson County, Texas, and generally shown on the attached map.**

MS

1108 666

1-T-16663

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

42350

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS:

THAT we, FRANK DUBOSE, a/k/a FRANK H. DUBOSE, WARREN L. DUBOSE, JR., and JACK M. DUBOSE, Individually and as Partners in CONTINENTAL PRODUCE COMPANY, a Texas General Partnership, and each owning, occupying and claiming other property as his homestead, of the County of Gonzales, State of Texas, and MILDRED M. DUBOSE KIRK of Bexar County, Texas, owning, occupying and claiming other property as my homestead, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of his one certain promissory note of even date herewith, in the principal sum of NINETY EIGHT THOUSAND AND NO/100 DOLLARS (\$98,000.00), payable to the order of grantors in annual installments and bearing interest as therein provided, containing the usual clauses providing for the acceleration of maturity and for attorney's fees, the payment of which note is secured by a Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to ROBERT J. WILSON, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents, do GRANT, SELL AND CONVEY unto GUNTER J. OSBAHR, TRUSTEE FOR TEN-FOLD-83 JOINT VENTURE, 10305 Mourning Dove, Austin, Texas 78750, all of the following described real property in Williamson County, Texas, to-wit:

10 acres out of the CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, Williamson County, Texas, further described by metes and bounds in Exhibit "A", attached hereto, incorporated by reference herein and made a part hereof for all purposes; subject to the restrictions of record against the herein described property, if any

TO HAVE AND TO HOLD the above described premises, together with all and singular the appurtenances thereto in anywise belonging unto the said grantee, his heirs, successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, successors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 7th day of September, A. D. 1984.

FRANK DUBOSE

WARREN L. DUBOSE, JR.

MILDRED M. DUBOSE KIRK

JACK M. DUBOSE

OFFICIAL RECORDS  
WILLIAMSON COUNTY TEXAS

THE STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by FRANK DUBOSE.

SEAL  
My Commission Expires:  
12/29/87

Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 13<sup>th</sup>  
day of September, 1984 by WARREN L. DUBOSE, JR..

SEAL  
My Commission Expires:  
12/29/87

Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by JACK M. DUBOSE.

SEAL  
My Commission Expires:  
12/29/87

Margie A. Benes  
Margie A. Benes  
Notary Public in and for  
THE STATE OF TEXAS

THE STATE OF TEXAS  
COUNTY OF Dallas

This instrument was acknowledged before me on the 10<sup>th</sup>  
day of September, 1984 by MILBRED M. DUBOSE KIRK, Linda, Britton,  
husband for Milbred M. Dubose Kirk

SEAL  
My Commission Expires:  
12-26-86

Gretchen M. Street  
Gretchen M. Street  
Notary Public in and for  
THE STATE OF TEXAS

*[Handwritten signature]*

Exhibit A

## DESCRIPTION FOR CONTINENTAL PRODUCE

BEING 10.00 acres of the Charles Cochran League, Abstract No. 134, in Williamson County, Texas, the same 10.00 acre tract conveyed to Continental Produce in Vol. 663, Page 530, Deed Records of Williamson County, Texas. Surveyed on the ground in July of 1984, by W.F. Forest, Registered Public Surveyor No. 101.

BEGINNING at an iron pin found in the North line of a 40.502 acre tract which is described in Vol. 653, Page 952, at the Northeast corner of the Continental Produce tract referenced above.

THENCE S 19°06' E at 440.48 feet pass an iron pin, continuing in all 725.40 feet to an iron pin found.

THENCE S 70°55' W 628.00 feet to an iron pin found.

THENCE N 14°46' W 727.50 feet to an iron pin found.

THENCE with the South line of a public road, N 70°55' E 573.0 feet to the POINT OF BEGINNING.

STATE OF TEXAS

COUNTY OF WILLIAMSON

I KNOW ALL MEN BY THESE PRESENTS:

I, W.F. FOREST, do hereby certify that the above described tract was surveyed on the ground under my supervision and that the above description is true and correct to the best of my knowledge and belief.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this the 24th day of July, 1984, A.D.

*W.F. Forest*  
REGISTERED PUBLIC SURVEYOR, NO. 101

W.F. FOREST



STATE OF TEXAS COUNTY OF WILLIAMSON  
I hereby certify that this instrument was FILED  
on the date and at the time stamped hereon  
by me; and was duly RECORDED, in the Volume  
and Page of the named RECORDS of Williamson  
County, Texas, as stamped hereon by me, on

DEC 6 1984



*James S. Boydston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD

DEC -5 PM 4:22

*James S. Boydston*  
COUNTY CLERK  
WILLIAMSON COUNTY, TEXAS

**Commissioners Court - Regular Session****30.****Meeting Date:** 11/21/2017

Permit

**Submitted By:** Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action in relation to an Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 submitted by the Applicant, Lealco, Inc., to the Texas Commission on Environmental Quality.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)  
Form Started By: Wendy Coco  
Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 09:02 AM  
Started On: 11/16/2017 09:01 AM

**Commissioners Court - Regular Session****31.****Meeting Date:** 11/21/2017

Williamson County Child Welfare Board

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on reappointing Paulette McConchie, Rochelle Hall-Schwartz, and Rebecca O' Bryan Lieb to the Williamson County Child Welfare Board for the next three year term.

**Background**

Term is from October 2017 through September 2020.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 11/15/2017

**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/14/2017 04:28 PM



**Commissioners Court - Regular Session****32.****Meeting Date:** 11/21/2017

WCCWB2

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

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on appointing Joy Alexander and Delia Cruz to the Williamson County Child Welfare Board for the three year term from October 2017 through September 2020.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 11/15/2017

**Reviewed By**

Wendy Coco

**Date**

11/15/2017 11:23 AM

Started On: 11/14/2017 04:33 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 11/21/2017

Motorola NICE/CISCO Integration

**Submitted By:** Catherine Roberts, Radio  
Communication System**Department:** Radio Communication System**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the contract statement of work from Motorola Solutions, Inc. to complete hardware refresh of the NICE recording platform for integration and compatibility with the new CISCO VoIP phone platform. (Note: procurement made pursuant to the Houston-Galveston Area Council HGAC contract #RA05-15).

**Background**

Working in conjunction with the County phone replacement. The funding that was approved through cash ending will accommodate the hardware refresh of the NICE NRX and Inform servers allowing for implementation of the proposed Avaya to CISCO phone replacement intended for Williamson County Emergency Services Operations Center. Due to the end of life status of both servers, the hardware refresh was necessary in order to maintain the current active recording they are performing today on Avaya, allowing for the proper licensing and component mitigation of a new technology to the current in-house recording network.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**MOTOROLA SOW1295 Notarized1295 AcknowledgementWC AddendumRA05-15 HGAC

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 11/13/2017

**Reviewed By**

Hal Hawes

Wendy Coco

**Date**

11/09/2017 04:09 PM

11/13/2017 08:30 AM

Started On: 11/08/2017 04:06 PM

# MOTOROLA/ NICE/ CISCO INTEGRATION



**MOTOROLA SOLUTIONS**

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Motorola Solutions, Inc.  
1507 LBJ Freeway, Suite 700  
Farmers Branch, TX. 75234  
USA

September 1, 2017

Catherine Roberts  
Williamson County  
508 Holly Street  
Georgetown, TX 78626

RE: Motorola / NICE / Cisco Integration Proposal

Dear Mrs. Roberts

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present to you the enclosed proposal for the / NICE / Cisco Integration Proposal. The Proposal is based upon and subject to the terms and conditions of the H-GAC Agreement (RA05-15) executed in May of 2015 and consists of this cover letter, Statement of Work, System Description, Equipment List, and HGAC Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola Solutions would be happy to discuss any concerns the County may have with the Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'RUSSEK'.

Rick Russek  
Motorola Solutions, Inc.

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# SYSTEM DESCRIPTION

## 1.1 SOLUTION OVERVIEW

This proposal is to upgrade the NICE recording solution for Williamson County ESOC. This solution is comprised of the replacement of the NRX and the inform server.

This quote is required to accommodate the replacement of the AVAYA phone system to the new CISCO phone system. The proposal includes a replacement of the NRX recorder, which will continue to support 100 VoIP recordings and up to 48 2-wire Analog lines. This proposal outlines the replacement of the hardware and software of the NRX recorder and the Inform server platforms bringing the supported solution to the most current supported license to date.

Table 1 and 2 provide details to the existing solution, and also include a summary of the migration.

**Table 1: NICE Solution Summary**

WILLIAMSON COUNTY ESOC	LICENSE COUNT	VERSION	UPGRADE
NiceLog Analog	56 channel	9.04	SEE TABLE 2
	(34 USED)		
Inform Server	406 channels	6.1.0.158 UP2	SEE TABLE 2
CLS Server	N/A	8.9	NO
Storage Center	N/A	8.9	NO
SNMP Server	N/A	7	
(Castlerock)			
Trunk IP Logger	90 channel	7.15	NO

**Table 2: NICE Upgrade Summary**

Existing	Upgrade	LICENSE COUNT	VERSION
NRX VOIP Avaya	NRX VOIP CISCO	100 VOIP	6.5.8 PL3
Analog Logger	Analog Logger	48 Analog	
Inform Server G6	Inform Server G9	406 channels	7

The proposed solution is capable of active recording for the new CISCO phone system. Please see section 3 for more information regarding the supported CISCO environment integration and recording limitations. Cisco does not support recording for calls placed on hold due to absence of audio to the NRX.





## 1.2 OPTIONAL MIGRATION QUOTE

With the replacement of the current AVAYA phone sets to CISCO, Motorola Solutions has included, as an option, additional Inform licenses in the event that parallel recording of the two phone sets is required. If the phone sets will be replaced in bundles of phone numbers, the additional Inform licenses would accommodate for parallel AVAYA and CISCO recording as the user transitions. If the customer intends to do the transition as a whole, the additional licenses are not necessary.

## 1.3 RESPONSIBILITIES AND DEPENDENCIES

Motorola Solutions has based the system design on information gathered from meeting with Williamson County and Presidio. All assumptions have been listed below for Williamson County's review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to Williamson County, a revised proposal with the necessary changes and adjusted costs can be negotiated if required. Changes to the equipment or scope of the project after contract will require a change order. Refer to the Statement of Work for the specific list of responsibilities to be performed by Williamson County and Motorola Solutions.

This section identifies the assumptions and dependencies used in developing this offering:

- Motorola Solutions assumes the NICE system is functional and operational at the time of installation.
- Williamson County is responsible for the integration of the new CISCO phone sets.
- The Customer is responsible for all wiring up to and including the demarcation point to include audio signaling, and network.
- The Customer is responsible for ensuring the availability and proper function of all audio streams for recording up to and including the demarcation point.
- The Customer is responsible for ensuring the availability and proper function of any data feeds being utilized for capture by the recording system including but not limited to ANI/ALI, Caller ID, CTI, etc. up to and including the demarcation point whether hard point or LAN based.
- All audio and LAN connections should be terminated within no more than ten feet of the NRX equipment location.
- The Cisco phone models must fall within the list of supported phone sets listed in <https://developer.cisco.com/site/uc-manager-sip/faq/supported/> to support active recording.
- JTAPI license are required on the CISCO phone system for active recording. The Customer is responsible to verify JTAPI license are available for this project.
- In the event active recording is not possible, the Customer is responsible for any Port spanning/mirroring or packet duplication to facilitate VOIP recording.
- The customer is responsible for any configuration of duplicate audio/SIP streams for "2N" or secondary recording system.
- The Customer shall be responsible to provide detailed schematic of infrastructure, including details of all routers/switches for the data network relating to the recorder system and the mapping of phone lines in the system.
- Motorola Solutions assumes rack space and power are available for the proposed equipment. Electrical connectors for all NICE recording systems are standard NEMA 5-15P, 3-wire, non-locking, straight blade, grounded plugs.
- All electrical outlets for the proposed system should be located no more than three feet from the rear of the equipment location.
- Customers are responsible for providing sufficient heat dissipation for the proposed system as defined in the attached environmental specifications.



## 1.4 NRX OVERVIEW

NICE Recording (NRX) is the most powerful communications recording solution available today, specifically designed to meet the mission critical needs of the public safety emergency communications environment. It reliably logs and synchronizes 911 calls, including digital, analog, and VoIP calls, conventional and P25 radio transmissions, text-to-911 interactions, video, images, console screens, locations from geographic information systems (GIS), and integrated feeds from other sources such as CCTV video. NICE Recording scales and adapts from single PSAP centers to complex environments with multiple sites, networks, or multimedia calls.

### NG9-1-1 Ready

NICE Recording spans all forms of Next Generation 9-1-1 communications in a unified solution, including inbound and outbound text messages agnostic to text aggregation solutions or delivery methods – Direct IP, Web Interface or TTY. Tested at Industry collaboration events, NICE Recording is a future-proof platform designed to comply with National Emergency Number Association's (NENA's) i3 MSRP and the European Emergency Number Association's (EENA's) NG112 standards.

### Unprecedented Flexibility & Scalability

Apart from recording audio and SMS text, you need to be able to integrate with other systems for expanded data collection, have flexible recording and storing options, quickly find recorded communications, and have the ability to easily and securely share information on moment's notice. In addition to that, it all needs to be done cost effectively. NICE Recording provides you with these benefits and many more.

### Intuitive All-in-One Interface

NICE Recording is packaged with the web-accessible NICE Inform application for feature-rich yet easy to use industry-leading evidence management that helps you organize, synchronize and put all of your multimedia incident information into context.

### Feature Highlights

With fast and intuitive configuration and administration, you can capture, store, manage and replay calls as soon as the installation is completed.

- **Advanced Call Finder** - Precision searches leverage expanded metadata captured via CAD, D-channel, and other integrations. Quickly find calls based on caller ID, call duration, date and time, user name, channel ID, call direction, CLI/dialed numbers, Incident ID, Incident type, notes, marked calls, and more.
- **Powerful Replay Capability** - Instant replay and live monitoring through NICE Inform Verify and NICE Inform Monitor. Supports replay of earlier parts of calls in progress. Variable speed playback and loop replay aid in understanding.
- **Highest Security Levels** - Roles-based access, AES 256-bit encryption; MD5 fingerprinting, granular user access profiles, web-based admin, and more.
- **Open Architecture** - Support for Windows OS, SQL database, and COTS server chassis.
- **Variety of Recording Methods** - Full-time or rules-based recording, including recording on demand (ROD).
- **Optional Selective Call Deletion** - Automatically delete recordings based on retention schedules or set up rules for deletion of marked calls. Retain metadata captured with recordings even after voice or text media is deleted.



- **Wide Range of Storage and Archiving Options** - Select the storage medium that best meets your cost and efficiency targets. Options include local storage to standard hard drives with a choice of 10 compression algorithms, archiving to SAN/NAS and RDX, central storage to SAN/NAS, EMC Centera, or NetApp Snaplock. Define schedules for automated archiving.
- **Easy Deployment** - Use commercial server hardware, install remotely (option), choose Windows 2008 or Windows 2012.

### Supported Platforms and Networks

NICE Recording offers the broadest variety of telephony integrations and it can support VoIP, TDM and hybrid networks in a single server.

- **Telecommunication Lines** – All digital and analog PBX systems are supported as well as analog extensions and E1, T1, ISDN, PCM, and CAS connectivity.
- **Digital and VoIP Extensions** – Alcatel-Lucent, Ascom, Aspect, Avaya, Bosch, Ericsson, Fujitsu, Goldstar, Intertel, LG, Mitel, NEC, Nitsuko, Nortel, Panasonic, Realitis, Rockwell, Selta, Siemens, Tadicom, Toshiba. Active and passive VoIP support including Avaya, Cisco, Mitel, Siemens, Alcatel- Lucent.
- **Radio Integrations** – Motorola Solutions ASTRO and Dimetra, including Dimetra end-to-end encryption support, Harris OpenSky and P25 (with and without AES encryption), Airbus P25 and Airbus TETRA.
- **Transitional NG9-1-1 Networks** – Supported with SIP trunk logging.

## 1.5 NICE INFORM SERVER AND SUITE OF APPLICATIONS

The NICE Inform Server hosts the NICE Inform database, the NICE Inform Server software services and the web interface used by the clients to start the NICE Inform Applications. NICE Inform allows the authorized user, immediate access to the data, allowing it to be synchronized and replayed exactly as it happened. The recorded multimedia, whether it is dispatch radio transmissions, radio-to-radio transmissions, video, telephony, appended incident reports, photos, CAD screen captures and more can then be reviewed, tagged and organized in a secured incident folder. It is then quarantined for a specific retention period. A Resilient Inform server can be installed operating in conjunction with the primary Inform server.



# STATEMENT OF WORK

## 2.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

- Assign a project manager.
- Motorola Solutions will assign NICE Systems as the third party Installer for the NICE Inform Server and NRX Recorder.
- Coordinate and schedule a Kickoff Meeting with Customer, Motorola Solutions, and NICE Systems.
- Run the Kickoff Meeting and record and distribute meeting minutes.
  - Anticipated personnel from Motorola Solutions include the Motorola Solutions Project Manager (PM) and System Engineer.
- Attend any required site walks.
  - Anticipated personnel from Motorola Solutions include a System Engineer.
- Motorola Solutions will install the following at the Williams County ESOC after removing the existing equipment:
  - One NRX Recorder.
  - One Inform Server.
- Motorola Solutions to oversee the following work by NICE Systems:
  - Implement the proposed NRX Recorder to support 100 Cisco Active VoIP recordings and 48 Analog 2 wire recording and squelch.
  - Upgrade the Inform server from R6 to R7.
  - Expansion of the Inform to support the new NRX.
- Motorola Solutions will generate the acceptance test plan and perform the testing with NICE Systems and Williamson County.

## 2.2 WILLIAMSON COUNTY RESPONSIBILITIES

- Assign a project manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the customer is responsible.
- The customer's key project team participants attend the meeting.
- Provide proper environment to work on the system.



SECTION 3

# CISCO ENVIRONMENTAL INTEGRATION

Please see the following pages for the CISCO Environmental Integration.





# Integrations Cisco Active (JTAPI) Software version: 6.3.x AND 7.0.x

## Integrations Cisco Active Table of Content (TOC)

Vendor	Switch version	Interface	Recording Method	Notes	
NICE CTI Software version 6.5.x	CuCM version 6.1.2, 7	JTAPI	Automatic recording Application invoked recording	No support for JTAPI Device Profile monitoring	Last Date of Support/App. SW June 30, 2015
NICE CTI Software version 7.x	CuCM version 8.6 - 11.0, 11.5 BE6000S, BE7000	JTAPI	Automatic recording, Application invoked recording	Support for JTAPI Device Profile monitoring CuCM 11.5 Certified by Cisco - October 2016	
Licensing	Release 5	Release 6	Notes		
Virtual Dongle (FQDN)	x	√	Virtual dongle is installed on each Satellite (One virtual dongle at minimum is required)		
Parrot DSC Board	√	√ (2 at minimum)	At least two PCI or PCI Express boards required (2 CTI Licenses, SIP TRUNK and JTAPI each CTI requires one DSC Card) One DSC Card per satellite		

Recorder Versions	Release 5	Release 6	Notes
	5.4*	6.0.5 - 6.6.x	Release 5 is supported up to NR CTI Cisco_Active_IP_5.0.2 CTI SOFTWARE KIT CTI Call Controller version (CCV): 4.x

Operating System	32 bit	64 bit	Notes
Windows 2003 32bit	x	x	
Windows 2008 R2	x	√	
Windows 2012 R2	x	√	Requires NTR 6.6. & NTR Cisco kit v7.2.7 or higher

Performance Counters	#	Remarks
Busy Hour Call Attempts	20,000	Calls attempts per hour
Concurrent Trunks / Phones	4,000	Phones
Concurrent Channels	4,000	Without Redundant satellite pool channels/satellite/s
Channels per Satellite (max)	1,000	NICE Approval > 500 channels

Recording Method	Rule Based Recording	Channel Mapping	Free Seating	Codec	Warning Tone	Method
Active VoIP	√	Dynamic per call	√	G711, G729a, G722	x	Active VoIP

Recording	Extension ID	Record on Demand	Notes
Triggered by	√	√	Extension Mobility supported

Supported Targets	Phone Types	Notes
Active VoIP	- 3rd generation (and higher) with 'Built-in-Bridge' (BIB), for complete list see Notes - Softphones with IP Communicator version 7	<a href="https://developer.cisco.com/site/uc-manager-sip/faq/supported/">https://developer.cisco.com/site/uc-manager-sip/faq/supported/</a>

Name	Supported	CTI Fields	Remarks
Agent ID	x		
All Parties	√		
Answering Party	x		
Called Party	√		
Calling Party	√		
Conference Parties	x		
Extension	√		In ExtraFields.ini and Database indicated as 'Phone Number'
Int-Ext	√		Call type: Internal or External
Last Cause	√		
Last Party	x		
Originating ACD	x		
Partition	√		
PBX Call ID	√		Call ID used in PBX system
Recording State	x		
Ringing Party	x		
Target ID	x		
Extension Partition	√		Concatenates Extension and Partition fields
Terminal ID	√		
Extension TerminalID	√		concatenates Extension and Terminal ID fields
End user (only 7.0.x)	√		The Extension Mobility user who's logged in to the recorded target phone (Only available in version 7.0.x)

Redundancy feature	Supported	Remarks	Notes
Core N+1 Standby redundancy	√	Supported for Cisco CTI v6.x and higher. CTISAT Resiliency add-on required	Requires Distributed Core Deployment
CTI N+1 Standby Redundancy	√	CTISAT Resiliency add-on required. Preferred method: Satellite Pooling	Requires Distributed CTI Deployment
Satellite N+1 Standby TDM redundancy	na		
Satellite pooling	√	Based on dynamic channel allocation.	Requires Satellite Distributed Deployment
2N Satellite Redundancy	na		
2N CDR Redundancy	na		
2N Recording	na		

CTI feature	Supported	Remarks	Notes
CTI Rules Engine (Sel. Rec.)	√		
Scheduled Recording	x		
OCC API	√	CTI Recording Integration supports the Open Call Controller (OCC), commonly referred to as Open Call Controller Interface or OCCI. It is installed as an add-on on the CTI Server. Its setup adds the OCC Web Service to the IIS.	
Passive Trunk + CTI Recording	x		
Passive Set + CTI Recording	x		
Active Recording	√		
Extension Based Recording	√		
Encryption Phones	√	SRTP	

Encryption Recording	√	SIP Trunk and JTAPI Encryption	
Multiple CTI Server	√	Recording Solution maximum 4 CTI Servers (or 2 CTI N+1 pairs) can be integrated with one Core Serv	e.g. Cisco Active + Elradical Active
CTI Link failover	√	Maximum of 8 links in total (A link can be either independent or a failover link)	
CTI Link Groups	√	Maximum of 8 links in total (A link can be either independent or a failover link)	
Preferred Satellite Routing	√	The calls of all targets of this group are recorded on the selected satellite, as long as it has free channels.	
Weighted Round-Robin	√	Ensures calls (of one channel group) are assigned consecutively to each satellite of the group	
Sticky Channels	√	The 'Sticky Channels' feature prevents the audio from being interrupted in case of CTI Server failover.	

Deployment Options			
Deployment Type	Supported	Comment	Deployment Name
Distributed	√	<ul style="list-style-type: none"> <li>- Dedicated server's for each NTR role (Satellite, Core, CTI and CDR)</li> <li>- Max 4000 Concurrent Recording channels or a maximum of 16 Satellites</li> <li>- Max 4 CTI Servers Requires Multiple CTI Server support</li> <li>- Max 8 CDR Server's (Excluding Standby CDR Servers)</li> </ul>	Distributed
Unified Solution	√	<ul style="list-style-type: none"> <li>- All in one solution. (1 Server Solution)</li> <li>- No Standby redundancy support (Core-, CTI- and Satellite N+1 Standby not supported)</li> <li>- Max 250 recording channels / 1 Server</li> <li>- One CTI / CDR Role Supported</li> </ul>	Unified
Core & Satellite	√	<ul style="list-style-type: none"> <li>- No Standby redundancy support (Core-, and Satellite N+1 Standby NOT supported)</li> <li>- CTI N+1 Standby Supported</li> <li>- Max 250 recording channels</li> </ul>	Semi-Distributed
Core & CTI	√	<ul style="list-style-type: none"> <li>- No standby redundancy support (CTI-, and Core N+1 Standby NOT supported)</li> <li>- Satellite N+1 Standby Supported</li> <li>- Max 1500 recording channels in total and maximum of 5 Satellites</li> </ul>	Semi-Distributed
Satellite & CTI	x		

Telephony features			
Feature	Supported	Remarks	
Record on Demand	√	CuCM 10.x or higher	
Playback to Extension	x		
Support for JTAPI Device Profile monitoring	√		
Automated Voice Metric (SNMP Alarm)	√	An alarm is generated when the voice metric is below the assigned threshold value for the defined number of consecutive calls: Voice activity alarm (1018: No voice recorded for N times on channel X)	<ul style="list-style-type: none"> <li>- NTR version 6.5.11 or higher</li> <li>- No additional license required</li> <li>- Historical calls will not be processed</li> </ul>
Automated Voice Metric (AVM) Score	√	Each recorded call has a calculated voice metric between 0-100 (0 is low) that indicates how much speech quality the recording contains.	<ul style="list-style-type: none"> <li>- NTR version 6.5.11 or higher</li> <li>- No additional license required</li> <li>- Historical calls will not be processed</li> </ul>

Considerations/Limitations	
Network latency NTR	Latency: Roundtrip delay between NTR servers < 100ms
Network latency NTR - PBX	Latency: Roundtrip delay between NTR and PBX < 150ms



## SECTION 4

# SYSTEM PRICING

Motorola Solutions' system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal.

Description	Total
<b>Motorola Solutions NICE Cisco Integration</b>	\$260,464.00
City of Austin Discount / HGAC	(\$36,015.00)
Grand Total	\$224,449.00
Optional Migration Licenses /labor	\$22,842.00
<b>Grand Total with Optional Migration Licenses</b>	<b>\$247,291.00</b>

Description	Total
<i>Project price breakdown:</i>	
<i>Equipment</i>	<b>\$122,843</b>
<i>Services</i>	<b>\$101,606</b>
<b>Equipment:</b> <i>Equipment list in the equipment section of this proposal</i>	
<b>Services Breakdown:</b>	
Project Management	\$12,164
Motorola Engineering / System Technologist (98.90 Days)	\$18,636
MSS and NICE Subcontracting Services / Material	\$48,467
Warranty Wrap / Enhanced System Support - Gold Level (24x7 Warranty Wrap Coverage)	\$22,339
<b>Optional Migration</b>	
<i>Licenses</i>	<b>\$18,480</b>
<i>Services</i>	<b>\$4,362</b>



## **SYSTEM PURCHASE AGREEMENT (Radio Systems)**

THIS AGREEMENT ("Agreement") is made and entered into this \_4th\_ day of October, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and Williamson County a body corporate and politic ("Purchaser").

### **WITNESSETH:**

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A     General Provisions.
- Exhibit B     Motorola Software License Agreement.
- Exhibit C     Technical and Implementation Documents, consisting of: Motorola Proposal :Motorola/NICE/Cisco Integration all dated September 1,2017.
- Exhibit D     Motorola/H-GAC Contract dated May 1, 2015.
- Exhibit E     Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:



## **Section 1      SCOPE OF WORK**

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

## **Section 2      SITES**

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

## **Section 3      SUBSURFACE/STRUCTURAL CONDITIONS**

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall



promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

#### **Section 4 PERIOD OF PERFORMANCE**

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

#### **Section 5 ACCEPTANCE CRITERIA**

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

## **Section 6 PAYMENT SCHEDULE**

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of Two hundred forty-seven thousand two hundred ninety-one dollars (\$ 247,291.00), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due at completion of the Customer Design Review.
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.



F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

## **Section 7 PROJECT MANAGEMENT**

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

## **Section 8 NOTICE ADDRESSES**

- A. Motorola Solutions, Inc.  
1303 East Algonquin Road  
Schaumburg, IL 60196  
Attn.: Law Department
- B. Williamson County, Office of the County Judge  
Judge Dan Gattis  
710 S. Main St  
Georgetown, Texas 78626
- C. Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, Texas 77027  
Attn.: Public Services Manager

## **Section 9 ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

- Exhibit C      Technical and Implementation Documents, consisting of: Motorola Proposal :Motorola/NICE/Cisco Integration all dated September 1,2017.
- Exhibit D      Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)
- Exhibit E      Motorola/H-GAC Contract dated May 15, 2015\_\_.
- Exhibit F      Williamson County Addendum

## **Section 10      DISPUTES**

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

## **Section 11      SEVERABILITY**

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

## **Section 12      HEADINGS AND SECTION REFERENCES**

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.



### Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

### Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

**MOTOROLA SOLUTIONS, INC.**

**PURCHASER**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Richard R Russek  
(Print - Block Letters)

Name: \_\_\_\_\_  
(Print - Block Letters)

Title: Area Sales Manager  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Print - Block Letters)

Date: October 4, 2017

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

**EXHIBIT A  
GENERAL PROVISIONS  
MOTOROLA SOLUTIONS, INC.**

**Section 1      STANDARDS OF WORK**

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

**Section 2      TAXES**

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

**Section 3      SHIPPING, TITLE AND RISK OF LOSS**

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

**Section 4      CHANGES IN THE WORK**

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.



## **Section 5      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

## **Section 6      EXCUSABLE DELAYS**

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 7      DEFAULT**

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as

permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## **Section 8      DELAYS BY PURCHASER**

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

## **Section 9      LICENSES/AUTHORIZATION**

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

## **Section 10     INDEMNIFICATION**

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

## **Section 11     WARRANTIES**

A.     WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software



is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

**THIS WARRANTY DOES NOT APPLY TO**

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.



## **Section 12     CONFIDENTIAL INFORMATION**

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

## **Section 13     SOFTWARE LICENSE**

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

## **Section 14     PATENT INDEMNIFICATION**

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

## **Section 15     DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

## **Section 16     WAIVER**



Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

## **Section 17 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## **Section 18 ASSIGNABILITY**

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

## **Section 19 SURVIVAL OF TERMS**

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

## **Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS**

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

## **Section 21     MAINTENANCE SERVICE**

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.



## **Exhibit B**

### **Software License Agreement**

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_ Williamson County ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1        DEFINITIONS**

1.1        "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2        "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3        "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4        "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5        "Primary Agreement" means the agreement to which this exhibit is attached.

1.6        "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7        "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2        SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3        GRANT OF LICENSE**

3.1.       Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4            LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable



prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.



## **Section 7            TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8            TERM AND TERMINATION**

8.1        Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2        Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3        Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9            UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10          CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be



guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit C**

**Technical and Implementation Documents**



**Exhibit D**

**Motorola/H-GAC Radio Communications Equipment & Systems Agreement**

## **Exhibit E**

### **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.



## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER Contact**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it



under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

#### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17 GENERAL TERMS**

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.
- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.
- 17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions  
Austin, TX United States

Certificate Number:  
2017-264888

Date Filed:  
09/25/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Phone System Integration  
Motorola NICE Cisco Phone System Integration Project

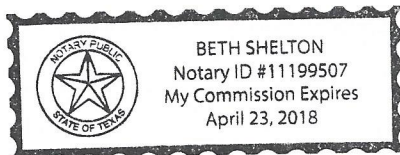
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Richard R Russek*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard R Russek, this the 26 day of Sept., 2017, to certify which, witness my hand and seal of office.

*Beth Shelton*  
Signature of officer administering oath

*Beth Shelton*  
Printed name of officer administering oath

*Notary*  
Title of officer administering oath



# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Motorola Solutions  
Austin, TX United States

**Certificate Number:**  
2017-264888

**Date Filed:**  
09/25/2017

**Date Acknowledged:**  
10/05/2017

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Williamson County Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Phone System Integration  
Motorola NICE Cisco Phone System Integration Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

THE STATE OF TEXAS                   §  
COUNTY OF WILLIAMSON           §

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**COUNTY ADDENDUM FOR  
Motorola SOLUTIONS PROPOSAL CONTRACT DATED SEPTEMBER 1, 2017  
FOR "MOTOROLA/NICE/CISCO INTEGRATION"**

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**Important Notice:** County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Motorola Solutions Inc. (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions, which are hereby added to and supplement those found in Motorola's proposal dated September 1, 2017:

**I.**

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

**II.**

**No Assignment:** Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

**III.**

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

#### IV.

**Good Faith:** Motorola agrees to act in good faith in the performance of this contract.

#### V.

**Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

#### VI.

**Right to Audit:** Motorola agrees that Customer 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 Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Motorola reasonable advance notice of intended audits

#### VII.

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

#### VIII.

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

WITNESS the signatures of all parties in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_, 2017.

WILLIAMSON COUNTY:

Motorola:

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

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



A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**MOTOROLA SOLUTIONS, INC.**  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7:**

**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8:**

**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

**ARTICLE 9:**

**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10:**

**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

**ARTICLE 11:**

**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.



**ARTICLE 12:**

**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13:**

**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:**

**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC's** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15:**

**TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract, provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16:**

**TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed, to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17:**

**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:**

**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19:**

**PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS**

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC'S** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly



executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC.

3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE BONDS FOR INDIVIDUAL ORDERS**

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

[Signature]  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

[Signature]  
Deidre Vick, Director of Public Services

Date: May 5, 2015

Signed for Motorola Solutions, Inc.  
Farmers Branch, Texas:

[Signature]  
Printed Name & Title: Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.  
Farmers Branch, Texas:

[Signature]  
Printed Name & Title: Howard Cherloe MSSSI V.P.

Date: 4/30 2015



**Attachment A**  
**Motorola Solutions, Inc.**  
**Radio Communication/Emergency Response & Mobile Interoperability Equipment**  
**Contract No.: RA05-15**

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	<b>Motorola Integration Services LMR</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	<b>Motorola Integration Services Advanced Services</b>	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architect-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Custom Network Interface Design and Integration-Daily Rate*	\$2,033
<b>APC DISCOUNTS PER ECAT PRICEBOOK</b>		
001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%



740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List



904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%



207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Receivers	15.00%
839	Paging/Receivers	15%
940	Paging/Receivers	15%
941	Paging/Receivers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%



785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

**Commissioners Court - Regular Session****34.****Meeting Date:** 11/21/2017

Region 49 (Central Texas) Planning Committee Appointment Letters

**Submitted By:** Catherine Roberts, Radio  
Communication System**Department:** Radio Communication System**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Catherine Roberts as the Williamson County representative for both Region 49, 700 MHz Regional Public Safety and the 800 MHz (NPSPAC) Regional Public Safety committee position.

**Background**

The Region 49 RPC (Regional Planning Committee) is one of 55 such RPCs in the Country, and one of six RPCs in the state of Texas. Region 49 (Central Texas) encompasses the following counties: Bastrop, Bell, Blanco, Bosque, Brazos, Burleson, Burnet, Caldwell, Coryell, Falls, Fayette, Freestone, Grimes, Hamilton, Hays, Hill, Lampasas, Lee, Leon, Limestone, Llano, Madison, McLennan, Milam, Mills, Robertson, San Saba, Travis, Washington, and Williamson. The Region 49 Public Safety Regional Planning Committee's sole purpose is to protect the safety of life, health, or property of the Public Safety frequency users of 700 & 800 MHz along with 4.9 GHz. Both committees assess new applications being made to the FCC out of our region, and ensure the need for public safety criteria is met and that the request will not create any hardship or network issues with adjacent users or systems as well as ensuring allocation of remaining frequencies in the spectrum are managed efficiently. Appointment to 700 MHz committee has no term date and is only updated if the County representative is replaced. Appointment to the 800 MHz committee must be renewed every two years. This request is my renewal of my January 20, 2015 appointment signed by Judge Gattis, accompanied by an written request for appointment to 700 MHz as well for the committee to have on record for voting. (Please document drafts in Word format will be sent to the County Judge's office for proper letter head).

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Region 49 RPC 800MHzRegion 49 RPC 700 MHz

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Catherine Roberts

Final Approval Date: 11/13/2017

**Reviewed By**

Wendy Coco

**Date**

11/13/2017 08:29 AM

Started On: 11/09/2017 02:02 PM

Mike Simpson  
Secretary, Region 49  
City of Austin  
1006 Smith Road  
Austin, TX 78721

December 31, 2017

To: Paul Gilbert, Chairman Region 49 (Central Texas) 800 MHz Regional Planning Committee

Subject: Letter of Region 49, 800 MHz Committee Appointment

Dear Mr. Gilbert:

Please accept our appointment of Catherine Roberts, Wireless Communications Director as the Williamson County representative to the Region 49 (Central Texas), 800 MHz Regional Review Committee for the term ending December 31, 2019.

This letter of appointment supersedes any previous such appointment letter issued for this purpose.

Sincerely,

Dan Gattis  
Williamson County Judge

DG/rc

cc: Catherine Roberts, WC RCS/ WC WCD  
John Sneed, SR Director of ES

Mike Simpson  
Secretary, Region 49  
City of Austin  
1006 Smith Road  
Austin, TX 78721

December 31, 2017

To: Paul Gilbert, Chairman Region 49 (Central Texas) 700 MHz Regional Planning Committee

Subject: Letter of Region 49, 700 MHz Committee Appointment

Dear Mr. Gilbert:

Please accept our appointment of Catherine Roberts, Wireless Communications Director as the Williamson County representative to the Region 49 (Central Texas), 700 MHz Regional Review Committee until such time as the individual either resigns, or is replaced by another appointee made by the Williamson County Commissioner's Court or duly authorized person representing our governmental entity.

This letter of appointment supersedes any previous such appointment letter issued for this purpose.

Sincerely,

Dan Gattis  
Williamson County Judge

DG/rc

cc: Catherine Roberts, WC RCS/ WC WCD  
John Sneed, SR Director of ES



**Commissioners Court - Regular Session****35.****Meeting Date:** 11/21/2017

Advertisement Approval RFP 1711 202 Sale of Home at Berry Springs Park

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for the Sale of Home at Berry Springs Park and Preserve under RFP # 1711-202.

**Background**

The Williamson County Parks Department intends to sell (for residential use) a single family, one story, wood frame dwelling, and associated porches, and a nearby storage building located at Berry Springs Park and Preserve. The original house was probably constructed during the mid to late 1930's or early 1940's. All components of the dwelling, porches, and storage building must be removed from the park in a safe, efficient manner without disrupting normal park operations or other natural or man made components of park property.

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**Fiscal Impact**

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

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 11/09/2017

**Reviewed By**

Kerstin Hancock  
Rebecca Clemons

**Date**

11/09/2017 11:16 AM  
11/09/2017 11:31 AM  
Started On: 11/02/2017 09:00 AM

## **Solicitation 1711-202**

### **Sale of House @ Berry Springs Park and Preserve**

**Bid Designation: Public**



**Williamson County, Texas**

## Bid 1711-202

### Sale of House @ Berry Springs Park and Preserve

Bid Number 1711-202  
 Bid Title Sale of House @ Berry Springs Park and Preserve

Bid Start Date In Held  
 Bid End Date Nov 28, 2017 3:30:00 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 One Time Purchase  
 Contract Renewal Not Applicable  
 Prices Good for Not Applicable  
 Pre-Bid Conference Nov 16, 2017 1:30:00 PM CST  
**Attendance is mandatory**  
 Location: Berry Springs Park and Preserve  
 1801 County Road 152  
 Georgetown, Texas 78626

Bid Comments **The Williamson County Parks Department intends to sell (for residential use) a single family, one story, wood frame dwelling, and associated porches, and a nearby storage building located at Berry Springs Park and Preserve. The original house was probably constructed during the mid to late 1930's or early 1940's. All components of the dwelling, porches, and storage building must be removed from the park in a safe, efficient manner without disrupting normal park operations or other natural or man made components of park property.**

#### Item Response Form

Item 1711-202--01-01 - Please Attach Proposal 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 Proposal To This Line

Item 1711-202--01-02 - Total Proposal Price

Quantity 1 each

Unit Price

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

Qty 1

**Description**

Total Proposal Price



## PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

### **WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICITATION 1711-202**

**Sale of House @ Berry Springs Park and Preserve**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:  
Nov 28, 2017 3:30:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:  
Nov 28, 2017 3:30:00 PM CST**

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

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

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

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

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

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

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

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



General Information:

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

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

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



## **Williamson County – Request for Proposal (RFP)**

### **SECTION 1 - DEFINITIONS**

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

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent** – means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified herein, and to whom the County intends to award the Contract.

## **SECTION 2 - RESPONSE FORMAT AND SUBMISSION**

### **2.1 INTRODUCTION**

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

- A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.
- B. The least amount of plastic/laminate or other non-recyclable binding materials.
- C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

### **2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS**

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Table of Contents.
- C. Executive Summary. Please see Section 2.4, Executive Summary.
- D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)
- E. Price Sheet.
- F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.
- G. Conflict of Interest Questionnaire.

#### H. Proposal Affidavit (Signature Page).

- I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

### 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Proposal.
- B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.
- C. Place of incorporation or organization, if applicable.
- D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.
- E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.
- F. The Respondent's Federal Employer Identification Number.
- G. A commitment by the Respondent to provide the services required by the County;
- H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.
- I. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to its representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

### 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

- A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

- B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
- C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 CONFLICT OF INTEREST

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Respondents are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this RFP.** Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

**Each Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent submits the signed contract. The law applies only to a contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A Respondent must:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Respondent must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## **2.7 PROPOSAL SUBMITTAL DEADLINE**

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## **2.8 ETHICS**

The Respondent shall not accept or offer gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of the County.

## **2.9 DELIVERY OF PROPOSALS**

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to [www.bidsync.com](http://www.bidsync.com) for further information on how to submit electronically.

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



Williamson County Purchasing Department  
Attn: **Proposal Name and Number**  
901 South Austin Avenue  
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

## **SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS**

### **3.1 INSTRUCTIONS**

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

### **3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP**

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

### **3.3 NOTIFICATION OF MOST CURRENT ADDRESS**

All Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals.

### **3.4 SIGNATURE OF RESPONDENT**

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

- A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

### **3.5 ASSUMED BUSINESS NAME**

If the Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

### **3.6 ECONOMY OF PRESENTATION**

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

### **3.7 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 proposals for any or all materials and/or services covered in the RFP, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

### **3.8 PROPOSAL OBLIGATION**

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

### **3.9 COMPLIANCE WITH RFP SPECIFICATIONS**

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

### **3.10 EVALUATION**

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

### **3.11 WITHDRAWAL OF PROPOSAL**

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

### **3.12 RESPONSIBILITY**

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Respondent ability to meet these minimum standards listed above.

### **3.13 PURCHASE ORDERS**

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

### **3.14 SILENCE OF SPECIFICATIONS**

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **3.15 REFERENCES**

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

## **SECTION 4 - TERMS AND CONDITIONS**

### **4.1 VENUE AND GOVERNING LAW**

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

### **4.2 INCORPORATION BY REFERENCE AND PRECEDENCE**

- A. The Contract shall be derived from the RFP and its Addenda (if applicable), and the Respondent Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  1. The RFP and its Addenda (if applicable); and
  2. The Respondent's Proposal.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
  1. The terms and conditions of the Ensuing Agreement;
  2. The RFP and its Addenda; and
  3. The Respondent's Proposal.

### **4.3 OWNERSHIP OF PROPOSAL**

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

### **4.4 DISQUALIFICATION OF RESPONDENT**

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

### **4.5 FUNDING**

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

#### **4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS**

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

#### **4.7 IMPLIED REQUIREMENTS**

Products or services not specifically described or required in the RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

#### **4.8 TERMINATION**

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Respondent. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

#### **4.9 NON-PERFORMANCE**

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County



elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

#### **4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

#### **4.11 RIGHT TO AUDIT**

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

#### **4.12 TESTING AND INSPECTIONS**

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

#### **4.13 PROPOSAL PREPARATION COSTS**

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

#### **4.14 INDEMNIFICATION**

The Successful Respondent shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15<sup>th</sup>) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Respondent in the defense of each matter. The Successful Respondent's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Respondent shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

#### **4.15 WAIVER OF SUBROGATION**

The Successful Respondent and the Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any Ensuing Agreement(s).

#### **4.16 RELATIONSHIP OF THE PARTIES**

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Respondent as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Respondent shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of the County, and that the Successful Respondent and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

#### **4.17 SOLE PROVIDER**

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

#### **4.18 FORCE MAJEURE**

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

#### **4.19 SEVERABILITY**

If any provision of this RFP, the Contract or any Ensuing Agreement(s) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any Ensuing Agreement(s) will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any Ensuing Agreement(s) is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any Ensuing Agreement(s) and be deemed to be validated and enforceable.

#### **4.20 EQUAL OPPORTUNITY**

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

#### **4.21 NOTICE**

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

The County: Williamson County Purchasing Department  
Attn: Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

The Respondent: Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

#### **4.22 SALES AND USE TAX EXEMPTION**

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

#### **4.23 COMPLIANCE WITH LAWS**

The County and the Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS**

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

#### **4.25 NO WAIVER OF IMMUNITIES**

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

#### **4.26 NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

#### **4.27 CURRENT REVENUES**

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

#### **4.28 BINDING EFFECT**

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

#### **4.29 ASSIGNMENT**

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

#### **4.30 SAFETY**

The Successful Respondent is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

#### **4.31 GENERAL OBLIGATIONS AND RELIANCE**

The Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

#### **4.32 CONTRACTUAL DEVELOPMENT**

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of the Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

#### **4.33 ENTIRE AGREEMENT**

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Respondent and the County.

#### **4.34 SURVIVABILITY**

All applicable agreements that were entered into between the Successful Respondent and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

#### **4.35 PAYMENT**

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31<sup>st</sup>) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent and the prime rate published in the Wall Street Journal on the first (1<sup>st</sup>) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Respondent, the County shall notify the Successful Respondent of the error not later than the twenty-first (21<sup>st</sup>) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

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



Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department  
Email: [accountspayable@wilco.org](mailto:accountspayable@wilco.org)  
Phone: 512-943-1500

#### **4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT**

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

#### **4.37 LEGAL LIABILITY INFORMATION**

The Successful Respondent shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

#### **4.38 CONFIDENTIALITY**

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

#### **4.39 INCLEMENT WEATHER**

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

#### **4.40 AIR QUALITY**

In determining the overall best Proposal, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating anticipated air quality impact. All Respondents are expected to meet all mandated state and federal air quality standards.

#### **4.41 COOPERATIVE PURCHASING PROGRAM**

During the term of the Contract resulting from this RFP, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

#### **4.42 CONFIDENTIALITY**

The Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



## **Additional Stipulations**

### **1 Additional Stipulations**

#### **1.1 Introduction**

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

#### **1.2 Proposal Evaluation and Selection**

##### **1.2.1 Evaluation/Selection Criteria**

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to the County, and further helps the County in receiving the services listed in the RFP.

**Respondents' Proposals must meet all mandatory (minimum) requirements in order to be scored. Scoring may also be based on total information gathered by the County at its discretion, including but not limited to respondent's ability to perform "without delay or interference, character, responsibility, integrity, and experience or demonstrated capability; quality of prior work; compliance with laws; and noncompliance with requirements as to submission of relevant information."**

## Additional Stipulations - Proposal

**1.2.2 Evaluation Committee and Selection Process**

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria. Additional scoring may be conducted based upon Respondent's presentation during the interview process and may or may not include previous scores from Respondent's Proposal.

**1.2.3 Graded Evaluation Factors**

- **Method of Removal (30 Points)**
- **Proposed Timeline (20 Points)**
- **Offer (35 Points)**

**1.2.4 Interviews**

Interview scoring (if applicable) will be provided along with invitation to interview candidates. Best and Final Offer will be required from all Respondents scheduled for interviews, twenty-four (24) hours prior to scheduled interview.

**1.2.5 Additional Evaluation Information**

The County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the County to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

**All contact during the evaluation phase shall be through the Williamson County Purchasing Department only.** The Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by the Respondent

## Additional Stipulations - Proposal

to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.

### 1.3 Technical Contact

Michael Young Assistant Parks Director 219 Perry Mayfield Leander, Texas 78641 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

### 1.4 Insurance Requirements

By signing its Proposal, the Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Respondent's cost, insurance in accordance with this provision.

Respondent will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department  
901 S Austin Ave  
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

- |    |  |                        |                |
|----|--|------------------------|----------------|
| A. | Worker's Compensation  | Statutory – Texas Law  |                |
| B. | Employer's Liability:  |                        |                |
|    | Bodily Injury by Accident  | \$500,000 Ea. Accident |                |
|    | Bodily Injury by Disease   | \$500,000 Ea. Employee |                |
|    | Bodily Injury by Disease   | \$500,000 Policy Limit |                |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |                |
|    | COVERAGE   | PER PERSON             | PER OCCURRENCE |
|    | Comprehensive General Liability  | \$1,000,000            | \$1,000,000    |
|    | Aggregate policy limits:   | \$1,000,000            |                |

## Additional Stipulations - Proposal

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.



## PROPOSAL AFFIDAVIT

**This form must be completed, signed, notarized and returned with Proposal package**

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFSCP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFSCP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

<b>Name of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Address of Respondent:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Email:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Telephone:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Printed Name of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<b>Signature of Person Submitting Affidavit:</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

### **Cooperative Purchasing Program**

**Check one of the following options below.** A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

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**\*If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities. \***

BEFORE ME, the undersigned authority, a Notary Public, personally appeared [ ] (Name of Signer), who after being by me duly sworn, did depose and say: "I, [ ], (Name of Signer) am a duly authorized officer of/agent for [ ] (Name of Respondent) and have been duly authorized to execute the foregoing on behalf of the said [ ] (Name of Respondent).

SUBSCRIBED AND SWORN to before me by the above-named [ ] on this the [ ] day of [ ], 20[ ].

[ ]  
Notary Public in and for

The State of [ ]

The County of [ ]

**SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b>
<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>		<b>OFFICE USE ONLY</b>  Date Received <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1	<b>Name of person doing business with local governmental entity.</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></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; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	
4	<p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> <div style="text-align: right; position: absolute; top: 0; right: 0;">5</div> <div style="text-align: right; position: absolute; bottom: 0; right: 0;">6</div>	

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>Form</b> <b>CIQ</b> <b>Page 2</b>
5	<p><b>Name of local government officer with whom filer has affiliation or business relationship.</b>  <b>(Complete this section only if the answer to A, B, or C is YES.)</b></p> <p>This section, item 5 including subparts A, B, C &amp; D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each affiliation or business relationship.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
	<p><b>6. Describe any other affiliation or business relationship that might cause conflict of interest:</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
7	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div> </div> <div style="display: flex; justify-content: space-between;"> <span>Signature of person doing business with the governmental entity</span> <span>Date</span> </div>	
	<b>Signature not required if completing in BIDSYNC electronically.</b>	

## Question and Answers for Bid #1711-202 - Sale of House @ Berry Springs Park and Preserve

### Overall Bid Questions

There are no questions associated with this bid.



**Commissioners Court - Regular Session****36.****Meeting Date:** 11/21/2017

1510-018 - Fuel extension

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving second extension of contract #1510-018 - Fuel, for renewal option period 12/01/2017 - 11/30/2018 for the same contract terms and conditions, with Triple S Fuels, a Division of Texas Enterprises, Inc.

**Background**

This is the second extension of two (2) possible, one (1) year renewal options to support Fleet Services. A vendor performance report was submitted stating vendor exceeded requirements during the contract reporting period.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**1510-018 Fuel contract renewal

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 11/16/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

11/16/2017 09:33 AM  
11/16/2017 10:17 AM  
Started On: 11/15/2017 04:25 PM



## Summary Agreement for Renewal of Williamson County Contract

<b>Purchase/Contract Type:</b>	Goods	<b>Department:</b>	Fleet						
<b>Vendor Name:</b>	Triple S Fuel - A Division of Texas Enterprises, Inc.								
<b>Vendor Address:</b>	P. O. Box 6156, Austin, Texas 78762								
<b>Purpose/Intended Use of Product or Service (summary):</b>									
Fuel									
<b>P.O./Contract Number:</b>	1510-018	<b>Effective Date:</b>	12/01/2017						
<b>Purchaser/Contract Specialist:</b>	Dianne West	<b>Expiration Date:</b>	11/30/2018						
<b>Requested By:</b>	Ed Pospisil, Inventory Manager								
<b>Detailed description of renewal of product and/or service.</b>									
<ul style="list-style-type: none"> <li>• Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.</li> <li>• PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> <li>- COMPLETED 1295 FORM; AND</li> <li>- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li> </ul> </li> <li>• <b>Extend Contract for the second (2<sup>nd</sup>) of two (2), one (1) year renewal option periods:</b> <table style="width: 100%; margin-top: 5px;"> <tr> <td style="width: 35%;">Renewal Option Period 2</td> <td>December 1, 2017 – November 30, 2018</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>December 1, 2016 – November 30, 2017</td> </tr> <tr> <td>Initial Contract Period</td> <td>December 8, 2015 – November 30, 2016</td> </tr> </table> </li> </ul>				Renewal Option Period 2	December 1, 2017 – November 30, 2018	Renewal Option Period 1	December 1, 2016 – November 30, 2017	Initial Contract Period	December 8, 2015 – November 30, 2016
Renewal Option Period 2	December 1, 2017 – November 30, 2018								
Renewal Option Period 1	December 1, 2016 – November 30, 2017								
Initial Contract Period	December 8, 2015 – November 30, 2016								
<b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN</b>									
Vendor <u>Triple S Fuels</u> Name <u>Susan Sherman</u> Title <u>Acct manager</u> Signature <u>Susan Sherman</u> Date <u>11.9.17</u>	Williamson County, 710 Main St., Georgetown, TX 78626  Dan A. Gattis Williamson County Judge  Signature _____ Date _____								

**Commissioners Court - Regular Session****37.****Meeting Date:** 11/21/2017

Williamson County Pollutions Liability Coverage

**Submitted For:** Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Williamson County Pollution Liability coverage with AIG - Storage Tank Third Party Liability, TankGuard Warranty for Policy Number PLC000168373 for the term of 12/18/17 - 12/18/18.

**Background**

This liability insurance supports Fleet Services and is for a yearly coverage period.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**Williamson County Pollutions Liability Coverage

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Dianne West  
Final Approval Date: 11/16/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

11/16/2017 09:51 AM  
11/16/2017 10:17 AM  
Started On: 11/15/2017 04:50 PM



**Storage Tank Third Party Liability  
TankGuard<sup>®</sup> Renewal Warranty**

NAMED INSURED: Williamson County  
INSURER: Commerce and Industry Insurance Company  
  
POLICY NUMBER: PLC000168373  
POLICY PERIOD: 12/18/17 - 12/18/18

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

**If the insured would like an indication for higher limits, please indicate.**

**LIMITS DESIRED:** (each incident/aggregate)

☒ \$1 million/\$1 million    ☐ \$1 million/\$2 million    ☐ \$2 million/\$2 million  
☐ OTHER: \_\_\_\_\_

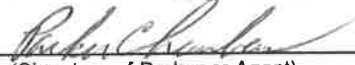
**DEDUCTIBLE DESIRED:** (each incident)

☐ \$5,000    ☒ \$10,000    ☐ \$25,000    ☐ \$50,000    ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



## Renewal Warranty Acknowledgement

APPLICANT: _____	BROKER: _____
(Signature)	(Firm)
Williamson County	10535 Boyer Boulevard, Suite 100
APPLICANT: _____	Austin, TX 78758-
(Print Name)	(Street Mailing Address)
DATE: _____	Ms. Shela Ferrell
	(Contact person)
	512-427-2487
	(Phone #, Fax #, Email Address)
	
	(Signature of Broker or Agent)
	1575
	(License Number and State)
	742538186
	(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website [www.chamberagent.com](http://www.chamberagent.com) to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.



*JI SPECIAL RISKS INSURANCE AGENCY, INC.*  
A York Risk Services Company

November 6

Dianne West  
Williamson County  
901 South Austin Ave.  
Georgetown, TX 78626

Re: Pollution Liability Director's Bond No. PLC000168373  
Renewal Term 12/18/2017

Dear Ms. West

Per your request, enclosed are two originals of the Storage Tank Third party Liability TankGuard Renewal Warranty Form. Upon approval and execution of the form by the county judge, please email or fax a copy back to my attention.

Thank you for the opportunity to be of service in providing this coverage. We appreciate your business.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shela Ferrell".

Shela Ferrell  
Senior Customer Service Representative

*JI Special Risks Insurance Agency, Inc.*  
10535 Boyer Blvd., Suite 100, Austin, TX 78758

Enclosures

Email: [shela.ferrell@yorkrsg.com](mailto:shela.ferrell@yorkrsg.com)  
Phone: 512-427-2487; Fax: 512-427-2343



**Commissioners Court - Regular Session****38.****Meeting Date:** 11/21/2017

Approving Service Agreement Knight Security North Campus Install

**Submitted For:** Randy Barker**Submitted By:** Thomas Skiles, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing Knight Security Systems to perform installation of access card readers and video surveillance systems relating to the North Campus Project pursuant to DIR contract # DIR-TSO-3430, for a total cost of \$121,671.26, and authorizing the execution of the service agreement.

**Background**

Proposals were sought from Knight Security Systems for installation of access card readers and video surveillance systems at the North Campus Facility. Knight Security is a DIR cooperative vendor. The cost of services requested is \$28,032.41 for video and \$93,638.85 for access card reader for a total cost \$121,671.26.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**[Service Contract](#)[Exhibit A](#)[Exhibit B](#)

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Thomas Skiles  
Final Approval Date: 11/16/2017

**Reviewed By**

Randy Barker  
Wendy Coco

**Date**

11/16/2017 09:57 AM  
11/16/2017 10:17 AM  
Started On: 11/16/2017 08:05 AM

THE STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON           §

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**SERVICES CONTRACT  
VIA TEXAS DIR-TSO-3430  
(North Campus Projects)  
(Knight Security Systems)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Security Systems, LLC** located at 5321 Industrial Oaks Blvd, Suite 111, Austin, Texas (hereinafter “Service Provider”), with principal offices in Austin, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the State of Texas Department of Information Resources Contract for Products and Related Services (hereinafter “DIR-TSO-3430”) and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and DIR-TSO-3430 term shall control.

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County. Service Provider’s indemnification of The County against claims arising under or related to this Contract and Service Provider’s liability for damages of any kind shall be in accordance with the terms of DIR-TSO-3430.

## II.

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

## III.

**Assignment:** In accordance with the terms of DIR-TSO-3430, Service Provider's assignment of this Contract shall require a mutually agreed written Contract amendment

## IV.

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

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Quotes, dated July 18, 2017 and August 7, 2017, which are designated as Exhibits "A" & "B" and incorporated herein as if copied in full. **The not-to-exceed amount for the July 18, 2017 Quote is \$28,032.41 and the not-to-exceed amount for the August 7, 2017 Quote is \$93,638.85, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VI.

**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:

1. **As described in the attached Quote, dated July 18, 2017, which is designated as Exhibit "A" and incorporated herein as if copied in full;**
2. **As described in the attached Quote, dated August 7, 2017, which is designated as Exhibit "B" and incorporated herein as if copied in full; and**
3. **DIR-TSO-3430 and related documents, including Appendix A, Standard Terms and Conditions, incorporated herein as if copied in full.**

## VII.

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

As described in Service Provider's Quotes/Statements of Work, dated July 18, 2017 and August 7, 2017 and are incorporated herein as if copied in full.

## VIII.

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

## IX.

**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.

## X.

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty

(30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

**XI.**

**Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**XII.**

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

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

**XIV.**

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

**XV.**

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the 15<sup>th</sup> day of NOVEMBER, 2017.

WILLIAMSON COUNTY:

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

SERVICE PROVIDER:

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



Exhibit "A" Quote, dated July 18, 2017  
&  
Exhibit "B" Quote, dated August 7, 2017



## Security Solution Proposal

Proposal #: 20810

Date: July 18, 2017

---

*Prepared for*

Gary Wilson  
Wilco - North Campus Facilities  
3151 SE Inner Loop  
Georgetown, TX 78626

Phone: (512) 943-1636

*Prepared by*

Kevin Garlick  
Knight Security Systems, LLC  
4509 Freidrich Lane., Ste. 110  
Austin, TX 78744  
Phone: 512-892-8801  
Fax: 512-891-0283

---

### **Scope of Work**

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install a video surveillance system at Wilco North Campus Facility. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

#### **Video Surveillance System**

KSS will furnish and install the following:

- 19 Genetec Enterprise camera licenses
- EMS Training FL1 building
  - 4 Axis M3037 panoramic cameras to be installed in the 'Wet Room' (note, M3037-PVE rated IP66)
  - One 4 channel Axis Companion NVR with 1 TB of storage
  - 5 Axis P1405LE Mk2 exterior bullets
  - 1 Axis P3225LVEMK2 exterior dome
  - 2 Axis P3225VMMK2 interior dome
- EMS Training FL2 building
  - 1 Axis M3007PV panoramic on 2nd floor lobby
- Vehicle Inspection Station
  - 4 Axis P1405LE Mk2 exterior bullets
- NCF Wireless Comm Building
  - 5 Axis P1405LE Mk2 exterior bullets
  - 1 Axis P3225LVEMK2 exterior dome
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - 1080p at H.264 and 7 FPS

Option #1 \$1872.00 (if added to the proposal and executed at the same time)

KSS will provide and install:

- EMS training storage
  - 3 Axis M3007PV panoramic cameras
  - cable and network infrastructure provided by others

Option #2 \$1519.18 (if added to the proposal and executed at the same time)

*Initial that you have read and understand the terms above:\_\_\_\_\_*  
Quote# 20810



## Security Solution Proposal

Proposal #: 20810

Date: July 18, 2017

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KSS will provide and install:

- Fuel Pump Station
  - 2 Axis P1405LE Mk2 exterior bullets installed under canopy
  - cable and network infrastructure provided by others

Option #3 \$1872.00 (if added to the proposal and executed at the same time)

KSS will provide and install:

- Vehicle Inspection Station
  - 3 Axis M3007PV panoramic cameras
  - cable and network infrastructure provided by others

The customer will provide all cabling, POE switches and servers with Genetec Enterprise. KSS will install and enroll the cameras and provide licenses.

### Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed

### Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

### Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

*Initial that you have read and understand the terms above:* \_\_\_\_\_  
Quote# 20810



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Date: July 18, 2017

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Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

### **Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

### **Cabling & Wiring**

All cable and wiring is provided by others

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

### **Field Devices**

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

### **Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

### **Rental Equipment**

Lift rental is included in this proposal

### **Testing**

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has

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Proposal #: 20810

Date: July 18, 2017

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been signed then additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation.

### **Standard Proposal Notes:**

- 1) This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.
- 2) This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
- 3) A standard 1 year warranty applies on all newly installed equipment. A system health monitoring will be included with the 1 year warranty if consent form is signed and returned.
- 4) Final Location of all equipment to be approved by owner prior to start of installation.
- 5) Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
- 6) The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
- 7) All work will be done following federal, state, and local laws and requirements for the above scope of work.

### **Knight Security Systems Excludes the Following:**

- 8) All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 9) Fire alarm interface, cabling, connection, input/output, testing and certification.
- 10) Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 11) Access to device location, penetrations, required access panels for concealed areas.
- 12) If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 13) Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
- 14) Final terminations and connections to equipment other than provided by Knight Security Systems.
- 15) Any trade installation that Knight Security Systems is not licensed to perform.
- 16) Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 17) Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

### **Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the

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*Quote# 20810*





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General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		
Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware		X	
Installation of electric locking mechanism power supplies		X	
Installation of device power supplies		X	
120VAC at each device location where needed	X		
Building penetrations to exterior	X		
Fire partition penetrations and sealing	X		
Installation of conduit to security system devices where needed	X		
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptible power supply	X		
IP address assignment for security system equipment and workstations	X		

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Configure client workstations to the security system		X	
--	--	---	--

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	
Import initial cardholder database from Owner provided information	N/A		
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

### Equipment

Item Description	Item Nbr	Qty	Price/Unit	Ext. Price
Compact and outdoor-ready HDTV camera for day and night surveillance, IP66-rated, varifo	DIR AXS-P1405LEMKII	14.00	\$470.69	\$6,589.66
Day/night fixed dome with support for OptimizedIR with built-in adaptable IR illuminators, an	DIR AXS-P3225LVEMKI	2.00	\$549.27	\$1,098.54
Day/night fixed dome with support for WDR – Forensic Capture and Lightfinder. Discreet, du	DIR AXS-P3225VMKII	2.00	\$392.11	\$784.22
Compact, indoor fixed mini dome with dust- and vandal-resistant casing, offering 360°/180°	DIR AXS-M3007PV	1.00	\$431.40	\$431.40
5MP, 360/270/180 degree camera with Microphone and Speaker capabilities with SIP audio	DIR AXS-M3037PVE	4.00	\$627.85	\$2,511.40
AXIS Companion Recorder. Surveillance graded hard disk, 1 TB. Switch with 4 PoE ports, 1	DIR AXS-COMPANIONR	1.00	\$313.53	\$313.53
Project Install Kit	KSS-PROJKIT	1.00	\$1,499.26	\$1,499.26
1 camera connection	DIR GSC-Om-E-1C	19.00	\$180.10	\$3,421.90
License Discount	License Discount	19.00	(\$22.00)	(\$418.00)

**Equipment Total** **\$16,231.91**

### Services

Service Description	Ext. Price
DIR-PROJECTMGR	\$2,937.60
DIR-SYSDESIGN	\$1,435.50
DIR-SYSTech	\$2,633.40
DIR-INSTALL	\$3,294.00
DIR-TOOLS	\$1,500.00

**Services Total** **\$11,800.50**

### Other Charges

Travel: \$0.00

Freight: \$0.00

Misc: \$0.00

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## Security Solution Proposal

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---

**Approved by:** \_\_\_\_\_

**Approval date:** \_\_\_\_\_

***Please review Scope of Work closely. All verbal representations disclaimed.  
System quote valid for 60 Days. Terms of Master System Agreement apply.***

Subtotal: \$28,032.41

Discount: \$0.00

Sales Tax: \$0.00

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**Total: \$28,032.41**

***Initial that you have read and understand the terms above:*** \_\_\_\_\_  
*Quote# 20810*



## Security Solution Proposal

Proposal #: 21162

Date: August 7, 2017

---

*Prepared for*

Gary Wilson  
Wilco - North Campus Facilities  
3151 SE Inner Loop  
Georgetown, TX 78626

Phone: (512) 943-1636

*Prepared by*

Kevin Garlick  
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### **Scope of Work**

DIR-TSO-3430

Knight Security Systems (KSS) will provide and install an access control system at the Wilco North Campus facility. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

#### **Access Control System**

KSS will furnish and install the following:

- Genetec Cloudlink appliance
- Synergis Standard base license

#### **NOTE:**

GC/Customer to provide all locking hardware, transfer hinges, request to exit devices, door loops and door lock power supplies needed.

#### **Gates**

KSS will furnish and install the following:

- 6 RP40 Card readers installed on existing gate pedestals (2 to be routed to building D)
- 6 wide gap contacts 2507AD-L
- Readers wired to open gates
- Three MR 52
- One Genetec large enclosures and power supply
- One SDC-EA-728 door prop alarm to be installed at the H111 door for after hours alarm monitoring. MR52 board will be programmed with timer event to trigger output to EA-728 sounder

KSS will provide cable to the readers and gate contacts and make connections to openers. GC to provide the reader pedestal and conduit path from the pedestals to the gates and to the building.

#### **Wireless Comm building**

KSS will furnish and install the following:

- 7 RP40 Card readers
- 6 wide gap contacts 2507AD-L (6 doors to be monitored only with extra inputs on the MR52)
- 14 push contacts
- One EP1502
- Three MR 52
- One Genetec large enclosure and power supply

#### **Vehicle Inspection Building**

KSS will furnish and install the following:

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- 
- 9 RP40 Card readers
  - 4 wide gap contacts 2507AD-L (4 doors to be monitored only with extra inputs on the MR52)
  - 16 push contacts
  - One EP1502
  - Four MR52
  - One Genetec large enclosure and power supply

### EMS Training Building Floor 1

- 16 RP40 Card readers (to include 1 for elevator access)
- 1 door release buttons HUB-M
- 1 wired panic button HUB-M to connect to DMP XT50 for SW Dispatch monitoring
- 1 XT50 DMP panel
- 1 Aiphone IX-BA audio only door intercom station
- 1 Aiphone RYIP44 relay module
- 2 wide gap contacts 2507AD-L for gates (2 doors to be monitored only with extra inputs on MR52)
- 30 push contacts
- One EP1502
- Seven MR 52
- One output from 1502 configured for elevator floor control
- Two Genetec large enclosures and power supply

### EMS Training Building Floor 2

- 3 RP40 Card readers
- 2 door release buttons HUB-M
- 1 wired panic button HUB-M to connect to DMP XT50 for SW Dispatch monitoring
- 1 Aiphone Master station IX-MV
- 1 RY-IP44 relay module
- 7 push contacts
- Two MR 52
- One output from 1502 configured for elevator floor control
- One Genetec small enclosure and power supply
- Initial programming will include:
  - Door enrollment into one main access level and time schedule
  - Two system user levels
  - Three time schedules
  - One access level
  - Seven holiday days

Door fit and finish provided by General Contractor or hardware trade. KSS cannot provide services to correct alignment issues and will not modify doors, frames, or hardware for the purpose of correct operation of the door. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

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### **Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual logins for personnel at each location for each system
- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Existing recording server with virtual machine for Synergis base
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptible power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- Phone line and / or network connection to intrusion panel for monitoring services
- 120VAC by a certified electrician for all security devices where needed
- A dry contact connection from the fire system for fire drop out
- Cardholder database for import into access control system

### **Finance**

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

### **Project Milestones and Invoicing Procedures**

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

### **Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

### **Cabling & Wiring**

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to

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*Quote# 21162*



## Security Solution Proposal

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provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

### **Field Devices**

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

### **Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed then an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

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KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed then additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation.

### **Training**

KSS will provide training for one combined end user training session. The individuals for the system training session will be determined by the Customer. All training for the above mentioned systems to follow the manufacturer guidelines for Customer training. This training will be provided for administrators and users for each system.

Training will include upgrade implementation, system administration, end-user, and reports. The training will be classroom style and will include manuals, training material, and hands on training.

### **Standard Proposal Notes:**

*Initial that you have read and understand the terms above:* \_\_\_\_\_  
*Quote# 21162*





## Security Solution Proposal

Proposal #: 21162

Date: August 7, 2017

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*Prepared for*

Gary Wilson  
Wilco - North Campus Facilities  
3151 SE Inner Loop  
Georgetown, TX 78626

Phone: (512) 943-1636

*Prepared by*

Kevin Garlick  
Knight Security Systems, LLC  
4509 Freidrich Lane., Ste. 110  
Austin, TX 78744  
Phone: 512-892-8801  
Fax: 512-891-0283

- 
- 1) This proposal will follow the guidelines stated in DIR contract number DIR-TSO-3430 Standard Terms and Conditions.
  - 2) This proposal is valid for 60 days. After the 60 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
  - 3) A standard 1 year warranty applies on all newly installed equipment. A system health monitoring will be included with the 1 year warranty if consent form is signed and returned.
  - 4) Final Location of all equipment to be approved by owner prior to start of installation.
  - 5) Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
  - 6) The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
  - 7) All work will be done following federal, state, and local laws and requirements for the above scope of work.

**Knight Security Systems Excludes the Following:**

- 8) All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
- 9) Fire alarm interface, cabling, connection, input/output, testing and certification.
- 10) Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
- 11) Access to device location, penetrations, required access panels for concealed areas.
- 12) If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
- 13) Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
- 14) Final terminations and connections to equipment other than provided by Knight Security Systems.
- 15) Any trade installation that Knight Security Systems is not licensed to perform.
- 16) Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
- 17) Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer, Knight Security Systems (KSS), and the General Contractor (GC).

Project Administration Tasks	Customer	KSS	GC
General project management & administration		X	
Designate primary customer point of contact and site supervisor		X	
Host initial site orientation and kick-off meeting	X		
Pre-installation walk-through and design verification	X		

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Pre-construction utility assessment	X		
System design and engineering		X	
System design and engineering approval	X		
Develop master project schedule		X	
Approval of master project schedule	X		
System design acceptance within overall master plan of larger facility	X		
Provide lists of existing equipment and building drawing backgrounds	X		
Develop and maintain drawings and equipment schedules		X	
Provide written communication regarding work site conditions	X		
Coordinate monthly in-progress reviews for active sites		X	
Change order management		X	

Project Installation Tasks	Customer	KSS	GC
Provide locations for materials staging	X		
Materials pre-installation configuration and delivery		X	
Pre-installation testing of existing equipment		X	
Installation of electric locking hardware			X
Installation of electric locking mechanism power supplies			X
Installation of device power supplies			X
120VAC at each device location where needed	X		
Building penetrations to exterior		X	
Fire partition penetrations and sealing	X		
Installation of cables to security system devices		X	
Network cables from security system devices to copper patch panels		X	
Patch cables between patch panels and network switches		X	
Create panel, cable, and equipment labeling scheme	X		
Install cable labels per labeling scheme		X	

Network Tasks	Customer	KSS	GC
Rack and rack space for rack mount equipment	X		
Network PoE switches and configuration	X		
Patch panels and uninterruptible power supply	X		
IP address assignment for security system equipment and workstations	X		
Configure client workstations to the security system		X	

Programming Tasks	Customer	KSS	GC
Create custom security system programming matrix		X	
Program initial security system configuration		X	

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Import initial cardholder database from Owner provided information		X	
Develop and implement database update procedure	X		

Testing and Acceptance Tasks	Customer	KSS	GC
System test forms and checklists		X	
Full system test		X	
Customer on-site system acceptance	X		
As-built drawings and final engineering document submittal		X	

## Equipment

Item Description	Item Nbr	Qty	Price/Unit	Ext. Price
multiCLASS SE RP40 Contactless Smart Card Reader, Wall Switch with prox, black	DIR 920PTNTEK00000	41.00	\$159.93	\$6,557.13
Mercury Intelligent Controller, 16MB RAM Ethernet 8In/4Out/2Rd	DIR Sy-EP1502	3.00	\$1,037.38	\$3,112.14
Mercury MR52 2-reader interface module (8 inputs, 6 relays, PCB only, software connection	DIR Sy-MR52	19.00	\$453.85	\$8,623.15
Hold-up Button (DIR)	DIR HUB-M	5.00	\$17.34	\$86.70
Panel, Board only, with Network and Wireless Recei	DIR XT50DNPCB	1.00	\$244.37	\$244.37
1" Door Contact (DIR)	DIR 1076C	65.00	\$13.42	\$872.30
Aluminum housing armored cable contact, DPDT, 1 1/2" gap	2507AD-L	18.00	\$40.48	\$728.64
IP input / output relay adaptor	DIR RY-IP44	2.00	\$407.67	\$815.34
IP DIRECT VIDEO MASTER STATION	DIR AIP-IXMV	1.00	\$997.14	\$997.14
Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access cr	DIR SY-CLOUDLINK	1.00	\$828.46	\$828.46
Project Install Kit	KSS-PROJKIT	1.00	\$1,500.00	\$1,500.00
4 Elem Comp Cable CMP Ylw Jkt	4461030-500	21.00	\$299.99	\$6,299.79
18-04 UNS STR CMP Ylw Stp	002383	12.00	\$199.99	\$2,399.88
IP AUDIO DOOR STATION, SURFACE MOUNT	DIR AIP-IXBA	1.00	\$515.64	\$515.64
Small Enclosure Kit (unassembled). 21x23 inches/53.3x58.4 cm enclosure, lock/key, tamper	DIR SY-21X23ENC-KIT	1.00	\$414.23	\$414.23
Large Enclosure Kit (unassembled). 29x23 inches/73.7 x 58.4 cm enclosure, lock/key, tamper	DIR SY-29X23ENC-KIT	5.00	\$489.87	\$2,449.35
Genetec™ Advantage Flat Rate for 1 Unified Omnicast or Synergis Standard system – 1 mc	DIR ADV-STANDARD-U	3.00	\$12.03	\$36.09
GSC Synergis™ Standard Package which includes: 1 Access Manager. Max. 64 readers, 1	DIR GSC-Sy-S	1.00	\$720.40	\$720.40
Genetec™ Advantage for 1 Synergis Pro Reader – 1 month	DIR ADV-RDR-P-1M	126.00	\$0.79	\$99.54
DOOR PROP/EXIT ALARM 728	SDCEA728V	1.00	\$196.56	\$196.56

**Equipment Total \$37,496.85**

## Services

Service Description	Ext. Price
DIR-PROJECTMGR	\$10,368.00

Initial that you have read and understand the terms above: \_\_\_\_\_  
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## Security Solution Proposal

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Date: August 7, 2017

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DIR-SYSDESIGN	\$2,871.00
DIR-SYSTech	\$8,316.00
DIR-INSTALL	\$14,274.00
DIR-INSTALLCABLE	\$20,313.00

**Services Total \$56,142.00**

Other Charges

Travel: \$0.00

Freight: \$0.00

Misc: \$0.00

**Approved by:** \_\_\_\_\_

**Approval date:** \_\_\_\_\_

Subtotal: \$93,638.85

Discount: \$0.00

Sales Tax: \$0.00

**Please review Scope of Work closely. All verbal representations disclaimed.  
System quote valid for 60 Days. Terms of Master System Agreement apply.**

**Total: \$93,638.85**

**Initial that you have read and understand the terms above:** \_\_\_\_\_  
Quote# 21162

**Commissioners Court - Regular Session****39.****Meeting Date:** 11/21/2017

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Project Columbus Balbo
- e) Mega Site
- f) Texas State Gold Depository
- g) Project New World
- h) Coop District Development
- i) Project Amazon
- j) Project Valero

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/16/2017 10:55 AM

## Commissioners Court - Regular Session

40.

**Meeting Date:** 11/21/2017

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 SH 29 @ DB Wood.
- 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.
- n) Discuss the Interlocal Agreement with BRA for CR 305
- o) Discuss a TXDOT AFA for the CR 456 truss bridge in Copeland.
- p) Discuss the Inner Loop Maintenance Facility drainage easements and deed to the City of Georgetown

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

## Background

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### Fiscal Impact

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

*No file(s) attached.*

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### Form Review

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/16/2017

**Reviewed By**

Wendy Coco

**Date**

11/16/2017 12:06 PM

Started On: 11/16/2017 10:46 AM